

# CITY OF SHELBYVILLE



## BID PACKAGE FOR PAVING AND STREET MAINTENANCE

**CITY OF SHELBYVILLE**

**Invitation to Bid  
201 N. Spring Street  
Shelbyville, TN 37160  
(931) 684-2691**

**Description:** Paving and Street Maintenance of City streets for the City of Shelbyville which shall include the vendor to furnish all plant, equipment, labor, materials (including tack material) and supervision. This bid award will be from the date of award through August 31, 2024.

**Offer Due Date:** August 28, 2023, 2:00 p.m

It is the purpose of this document to solicit bids for the City of Shelbyville (herein referred to as the City) for a vendor to supply paving needs. Quantities are NOT guaranteed. The City of Shelbyville reserves the right to accept or reject any or all bids received. Bids for the services specified will be received by the City of Shelbyville, Purchasing Director at the below specified location until the time and date cited. Bids received by the correct time and date will be opened and the name of each vendor will be publicly read.

**Offer Opening and Submittal Location:** City of Shelbyville  
201 N. Spring Street  
Shelbyville, TN 37160  
Attn: Purchasing Director

Bids must be in the actual possession of the City of Shelbyville, Purchasing Director on or prior to the time and date, and at the location indicated above. Late bids will NOT be considered. The entire bid package must be submitted in a sealed envelope and marked "**PAVING AND STREET MAINTENANCE BID**" with the vendor's name and address clearly indicated on the envelope. **Include license number, date of license, and classification on outside of bid envelope.** Additional instructions for preparing an offer are provided within. FAX and EMAIL bids are NOT acceptable.

For questions regarding  
General Terms and Conditions contact:  
Lori Saddler  
Purchasing Director  
(931) 684-2691

For questions regarding  
Technical Specification  
contact: Buck Vallad  
Director of Public Works  
(931) 684-2644

**CITY OF SHELBYVILLE  
201 N. Spring Street  
Shelbyville, TN 37160  
(931) 684-2691**

**BID PACKAGE FOR  
PAVING AND STREET MAINTENANCE**

		Page No.
Section One	Invitation to Bid	4
Section Two	Terms and Conditions	6
Section Three	Drug-Free Workplace Affidavit	11
Section Four	Outline of Paving and Street Maintenance Requirements	12
Section Five	Bid Submission Form	13
Section Six	Bid Form Pricing	16
Section Seven	Special Project Procedures	18
Section Eight	Measurements and Payments	22
Section Nine	Pavement Marking	24

**SECTION ONE  
INVITATION TO BID  
General Specifications**

City of Shelbyville  
201 N. Spring Street  
Shelbyville, TN 37160

**Page 1 of 2**

Sealed bids for the furnishing of all plant, equipment, labor, materials (including tack material) and supervision for the paving of the City streets, the City parking lots, and other street maintenance through August 31, 2024, are being accepted, with two 1-year options for renewal available as long as both parties agree in writing to extend the contract. Bids for paving and street maintenance through August 31, 2024, will be received at the City of Shelbyville Purchasing Office, 201 N. Spring Street, Shelbyville, Tennessee 37160, no later than 2:00 p.m., Monday, August 28, 2023, at which time the bids will be publicly opened and recorded. **All bids must be in a sealed envelope and marked "Paving and Street Maintenance Bid". Include License Number, Date of License, and Classification on the outside of the envelope.**

**A pre-bid meeting will be held August 21, 2023 at 2:00 p.m. at Shelbyville City Hall, 201 N. Spring St., Conference Room on basement level. This is a non-mandatory meeting.**

At the time of final acceptance of all work under this bid, the contractor shall furnish to the City a written guaranty that all failures of any portion of the work under this bid, within a period of twelve (12) months from final acceptance, due to defective materials or poor workmanship shall be properly repaired to the satisfaction of the Public Works Director at no additional cost to the City of Shelbyville.

The City of Shelbyville will establish which streets will be surfaced and will give up to thirty (30) working days notice before paving must begin. Paving can start anytime during the 30-day period. The City will consider any reasonable request to extend the 30-day grace period. It is the City of Shelbyville's intent to work with vendors; however, we reserve the right to cancel the bid award for (3) three occasions of failure to comply with scheduled dates to proceed. Once the list of streets to be paved has been provided to the vendor, the bituminous index price that shall be charged is based on the month the list of streets was provided to the vendor, not when the work is performed.

The work shall include surface preparation and repair of existing paved and unpaved surfaces, tack coat, and a surface course for streets in the city limits of Shelbyville as well as other small quantity sidewalks and other street maintenance items. The work shall also include any and all striping of streets to comply with state specifications, as well as any other applicable markings that might be required if requested. The City does reserve the right to contract paving and other street maintenance items elsewhere when desired.

Samples of the mixture will be taken as many times daily as the City of Shelbyville deems necessary and the mixture shall be maintained uniformly within the tolerance herein stipulated, throughout the construction of the project.

Any job mix formula submitted and approved but found to be unacceptable shall be re-adjusted to the satisfaction of the City of Shelbyville.

All asphalt and construction practices used in the paving of streets for the City of Shelbyville shall conform to Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

**SECTION ONE  
INVITATION TO BID  
General Specifications**

City of Shelbyville  
201 N. Spring Street  
Shelbyville, TN 37160

Page 2 of 2

Contractor must submit job mix formula for approval by the Public Works Director before paving commences if requested.

The successful bidder will be responsible for his own engineering, layout, and grades. All plant equipment and equipment used for paving must meet Tennessee Department of Transportation specifications.

The contractor shall be licensed for the classification of work required for the project in accordance with the laws, rules, and regulations of the State of Tennessee. **Attached to and made a part thereof, each bidder must submit a copy of their license, the amount of their monetary limitation and the general and specialty classification of their company. On front of the bid envelope the bidder shall mark "Paving and Street Maintenance Bid", show his applicable state license number, expiration date, and that part of the classification applying to the bid.** Failure to comply will result in the bid being rejected without consideration. The successful bidder will provide proof of workman's compensation insurance before work may begin.

No bidder may withdraw a submitted bid after the formal opening of the bid. Bid tabulations will be available for phone inquiries the day following the opening. The successful vendor(s) will be notified by email when their offer has been accepted by the Mayor and City Council and their decision is final.

Bidders shall guarantee availability on asphalt to be picked up at the plant site at least two (2) days per week from date the bid is awarded through the last working day in August of 2024, with an option for two 1 year options for renewal as long as both parties agree in writing to extend the contract except during the winter months as defined by the State of Tennessee DOT specifications. Plant must be in operation at the time of bid opening.

Any projects or emergency repair not included in this bid will be negotiated by the Public Works Director and successful low bidder (I.E., shoulder work, widening roadways, drainage, sidewalks, etc.).

Vendors bidding material for pick-up by the City of Shelbyville personnel should have asphalt within a radius that would make pick-up feasible. Distance to plant for pick-up will be a consideration in the award. Prices shown should be unit prices. In place work will be on an "as needed" basis and no quantities are guaranteed.

**SECTION TWO**  
**TERMS AND CONDITIONS**

City of Shelbyville  
201 N. Spring Street  
Shelbyville, TN 37160

Page 1 of 5

**Evaluation Criteria:** Representatives from the Purchasing Department and the Public Works Department will evaluate and rank each offer based on the criteria requested within this document. Bids shall be reviewed solely on the information received in the written response. The decision of the City shall be final and conclusive when the Mayor and City Council vote.

In addition to the price, the following standards will also be applied in the bid evaluation:

- a) The ability of the bidder to perform the work or provide the material or service required.
- b) Whether the bidder can perform the work or provide the material or service promptly or within the time specified without delay or interference.
- c) References of the character, integrity, reputation, experience, and efficiency of the bidder.
- d) The previous and existing compliance by the bidder with laws and ordinances relating to the work or service.
- e) The ability of the bidder to provide future maintenance and service for the use of the subject work.
- f) Terms and conditions stated in the bid.
- g) Compliance with specifications or request for proposal.

The City of Shelbyville reserves the right to accept or reject any or all bid items received, to waive any informal technicalities or defects, the scope and nature of which it shall be the sole judge, in any bid, insofar as such technicality or defects do not legally, materially, or substantially change such bid. The recommended vendor may be required to participate in negotiations concerning the nature and extent of products, guarantees, and services provided.

**Changes:** The City reserves the right to revise and make changes within the general scope of work as may be deemed necessary to best serve the interests of the City. All changes shall be documented by formal amendment.

**Price:** All prices shall be quoted on the enclosed bid submission form. Prices not on the provided bid submission form shall not be considered. The prices shown on the bid submission form shall be guaranteed from the notice of award through August 31, 2024, with two 1-year options for renewal available as long as both parties agree in writing to extend the contract. This will be reviewed annually.

**Vendor's Errors:** The City will not be responsible for any errors or omissions on the part of the vendor.

**Notification of Award:** The successful vendor(s) will be notified when their offer has been accepted by the Mayor and City Council.

**SECTION TWO**  
**TERMS AND CONDITIONS**

City of Shelbyville  
201 N. Spring Street  
Shelbyville, TN 37160

Page 2 of 5

**Bid Bond:** No bid bond will be required for this bid.

**Performance Payment Bond:** The successful contractor must provide a \$25,000 performance payment bond for the full length of the work.

**Insurance:** The contractor shall carry and maintain in full force and effect, insurance in such company or companies as is acceptable to the City of Shelbyville, insuring the contractor while he/she or his/her employees are performing the paving and street maintenance services. The successful bidder must submit copies of appropriate insurance coverage before work may begin.

**Minimum requirements are as follow:**

- A. Liability bodily injury insurance for not less than \$1,000,000**
- B. Property damage liability insurance for not less than \$500,000**
- C. Worker's compensation full statutory limits.**

**Type of Awards:** Where applicable, the City reserves the right to make multiple awards if it is in the best interest of the City to do so.

**Alternate Bids:** Bids submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be noted within the Exceptions Section of the Bid sheet with an attachment specifying the paragraph(s) being referenced and an adequate explanation of the exception. Exceptions may be considered if they do not adversely affect the performance to comply with the requirements of the bid.

**Effective Period of Offer:** This offer shall remain in effect for a period of ninety (90) calendar days from the offer opening date and is irrevocable.

**Payment Terms:** If payment terms are not indicated, terms of Net 30 shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the product, whichever is later. The payment terms will be considered in the price evaluation of bids.

**Unit Price to Prevail:** In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by the City.

**Offer Price Corrections:** All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the bids have been opened.

**SECTION TWO**  
**TERMS AND CONDITIONS**

City of Shelbyville  
201 N. Spring Street  
Shelbyville, TN 37160

Page 3 of 5

**Technical Specifications:** Technical specifications define the acceptable standard. Bids that do not meet or exceed the specified standards will be reviewed and may be considered if the manufacturer's product meets industry standards as determined by the City of Shelbyville. In some instances, the name of the manufacturer, a special brand, or make of an item is used in describing the item or items desired; but this does not restrict the bidder to that manufacturer or specific article. This means being used simply to indicate the character or quality of the article or service desired; but the articles or service on which the proposal are submitted must be equal to that specified, and a statement to that effect shall be made a part of the proposal. Where conflict occurs between the requirement or the General Conditions and the specifications, the requirements of the specifications will govern.

**Restrictive Offer Provisions:** If specifications preclude an otherwise qualified vendor from submitting an offer, a written request for modification must be received by the Purchasing Director at least seven (7) days prior to the offer opening. Notification concerning any addendums to the solicitation will be posted on City's website.

**Responsibility for Compliance with Legal Requirements:** The vendor's products and services shall be in full compliance with all applicable Federal, State, County and Local laws, local health, environmental, and safety laws, regulations, statutes, standards, and ordinances, regardless of whether or not they are referred to by the City.

**Responsibility for Correction:** It is agreed that the vendor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of a call back, the vendor agrees to give the City first priority. Vendor agrees that if the product or service offered does not comply with written specification, the Purchasing Director has the right to cancel the sale at any time with full refund within thirty (30) calendar days after notice of noncompliance. Vendor further agrees to be fully responsible for any consequential damages suffered by the City.

**Warranty:** All items shall be guaranteed against defects in material and workmanship. During the warranty period, if a defect should occur, that item shall be repaired or replaced by the Seller at no obligation to the City, except where it is shown that the defect was caused by misuse and not by faulty manufacture. The vendor expressly warrants all items to be new free from defects in design, materials, and workmanship, and to be fit and sufficient for their intended purpose.

**Rejection of Bids:** The City reserves the right to reject any or all bids, or any part thereof, to accept any offer or any part thereof, or to waive any informalities when it is deemed to be in the City's best interest.

**Tax Exemption:** The City is exempt from sales tax and other forms of taxation as a Municipal Corporation.



**SECTION TWO  
TERMS AND CONDITIONS**

City of Shelbyville  
201 N. Spring Street  
Shelbyville, TN 37160

Page 4 of 5

**Late Submission of Claim by Seller:** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.

**Vendor Errors or Omissions:** The City is not responsible for any vendor errors or omissions.

**Protest of Award:** Any person who has an objection to the awarding of a solicitation by the City, pursuant to competitive bid procedures, shall lodge that protest, in writing, with the Purchasing Director prior to award by the Mayor and City Council. A protest lodged after award by the Mayor and City Council will not be considered.

**Addenda:** The City shall not be responsible for any oral instructions made by any employees or officers of the City in regard to the instructions, drawings, specifications, or bid award documents. Any changes to the plans and specifications will be in the form of an addendum, which will be furnished to all vendors who are listed with the City as having received the solicitation or to any other vendor who requests an addendum.

**Vendor Identification:** The City is not responsible for the pre-opening of, post-opening of, or the failure to open, an offer not properly addressed or identified. The bids must be in a sealed envelope and marked "**PAVING AND STREET MAINTENANCE BID**" with the vendor's name and address clearly indicated on the envelope.

**Vendor Modification:** The City will not be responsible for vendors adjusting their offer based on oral instructions by any member of the City staff.

**Vendor Performance:** Prior vendor performance in regard to product, service, or representation, of/from the vendor may be used in evaluation of this offer. Unsatisfactory performance to the City of Shelbyville may be considered sufficient grounds for rejection of this offer. Nothing herein is intended to exclude any responsible vendor, his or her product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid, and their bids are solicited.

**Inspection:** Final inspection and acceptance or rejection will be made at the time of delivery, but all products and workmanship shall be subject to inspection and test at all times and places. The right is reserved to reject articles that contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification of rejection. The City shall not be obligated to pay the full price for any items that do not meet specifications; however, payment may be made at a proper reduction in price.

**References:** The vendor/contractor must furnish at least five (5) municipal, county, or state references with your bid package. Please list on bid submission form.

**Quantities:** The City of Shelbyville reserves the right to add, reduce, or delete any quantities listed in the bid schedule at the unit price bid.

**SECTION TWO**  
**TERMS AND CONDITIONS**

City of Shelbyville  
201 N. Spring Street  
Shelbyville, TN 37160

Page 5 of 5

**Title VI:** All Bidders must be in compliance with Title VI, Civil Rights Act of 1964, which specifies that: No person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under a program or activity receiving federal financial assistance from the Department of Transportation or the U.S. Department of Justice.

By virtue of submitting a response to this solicitation, bidders agree to comply with the same non-discrimination policy.

**Iran Divestment Act:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to TCA 12-12-106.

**Bid Submission:** The City recommends that you submit your sealed bid by a reliable delivery service that guarantees delivery. Also, an authorized representative from the vendor may submit a sealed bid directly to City Hall prior or on the date and time designated in the bid.

**Permits and Licenses:** The contractor shall obtain, at the contractor's expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

**Cancellation:** The City reserves the right to cancel any agreement for non-appropriation of funds or failure of the vendor to perform the services to the satisfaction of the City.

**ADA:** All Bidders must comply with A.D.A. guidelines if required.

**Open Records:** The City of Shelbyville is subject to the Open Records Act, TCA 10-7-501, et. Seq. Bidders are advised that all documents submitted on behalf of this invitation to bid shall be open to the public for viewing and inspection.

The City of Shelbyville will fulfill Public Record Requests in compliance with Tennessee Open Records Act.

Failure on the part of the bidder to comply with all instructions herein may result in bid rejection.

**DRUG-FREE WORKPLACE AFFIDAVIT**

**STATE OF TENNESSEE**

COUNTY OF BEDFORD

The undersigned, principal officer of \_\_\_\_\_, an employer of five (5) or more employees contracting with Shelbyville City government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of \_\_\_\_\_ (hereinafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. 50-9-113.

Further affiant saith not.

\_\_\_\_\_  
Principal Officer

**STATE OF TENNESSEE**

COUNTY OF BEDFORD

Before me personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**SECTION FOUR**  
**OUTLINE OF PAVING REQUIREMENTS**

CITY OF SHELBYVILLE  
201 N. Spring Street  
Shelbyville, TN 37160

Page 1 of 1

**GENERAL:** The project consists of street pavement repairs and paving within the City of Shelbyville as well as other maintenance items. This consists of paving for the City and other agencies approved by the Mayor and City Council through August 31, 2024. The bid can be renewed for an additional two years if so desired. Two 1-year options for renewal will be reviewed annually. Both parties must agree to renew in writing. Quantities are not guaranteed. The amount of paving will be determined by the amount of budgetary funds approved by the Mayor and City Council for the fiscal year.

**PAYMENT:** Payment shall be made upon completion of the work and after inspection and approval by the City. Once the list of streets to be paved has been provided to the vendor, the bituminous index price that shall be charged is based on the month the list of streets was provided to the vendor, not when the work is performed.

**DESCRIPTION OF WORK:** The following work is included:

1. Street pavement, parking lot pavement, street sweeping, and /or sidewalk repairs include saw cutting existing pavement, digging out of damaged sections, installing stone and/or binder to depths determined by the Public Works Director or City Engineer for all City departments and agencies approved by the Mayor and City Council. Work includes all labor, materials, tools, and equipment, supplies and traffic control equipment.
2. Paving work consists of overlaying streets or parking lots as indicated on plans and/or as directed by the Public Works Director as well as other maintenance items. Work includes all labor, materials, tools and equipment, supplies, traffic control equipment, and adjustment of castings.

Other items not included within this bid document may be negotiated with the Public Works Director.

All bid items listed in the Base Bid Schedule include installation, material, labor, tools, equipment, and supplies to construct and complete said work.

**SECTION FIVE  
BID SUBMISSION FORM**

CITY OF SHELBYVILLE  
201 N. Spring Street  
Shelbyville, TN 37160

**Page 1 of 3**

TO: City of Shelbyville  
ATTN: Purchasing Director  
201 N. Spring Street  
Shelbyville, TN 37160

Pursuant to and in compliance with the Invitation to Bid for:

Paving and Street Maintenance  
Shelbyville, TN  
Including Addenda\_\_\_\_\_

The undersigned, having become thoroughly familiar with the terms and conditions of the Bid Document and with local conditions affecting the performance and cost of the work at the place where the work is to be completed, and having fully inspected all particulars, hereby proposes, and agrees to fully perform the work within the time stated and in strict accordance with the Bid Document, including furnishing any and all labor and materials, and to do all work required to construct and complete said work in accordance with the Bid Document, for the following summary of costs:

1. I understand that the Owner reserves the right to reject this Bid, but that this Bid shall remain open and not be withdrawn for a period of ninety (90) days from the date prescribed for its receiving.
2. The Bidder, if awarded the bid, hereby agrees to commence work on or before a date to be specified in a written notice of award from the Owner and to fully complete work as specified in thirty (30) days unless an alternative date is agreed on by the City.
3. The criteria of award shall be the cumulative total of Pay Items 10 through 120.
4. The bid period shall be through August 31, 2024, from the date of award to the successful bidder with two 1-year options for renewal as long as both parties agree in writing to extend the contract.
5. Work items related to bid items 10 through 120, but not listed as inclusive to the bid items, shall be considered incidental to the item of work. (i.e., traffic flagman, trucking, etc.).
6. Unit quantities shall be considered as minimums for bidding purposes but are not guaranteed.
7. Pay items 130 through 360 may be evaluated as part of the award process.

**SECTION FIVE**  
**BID SUBMISSION FORM**

CITY OF SHELBYVILLE  
201 N. Spring Street  
Shelbyville, TN 37160

**Page 2 of 3**

8. Items 130 through 360 are not exclusive to the bid and the City reserves the right to pursue additional pricing or utilize staff forces to execute those items of work that are deemed unbalanced or excessive.
9. Bid prices for hot mix asphalt items will be subject to Tennessee Department of Transportation Special Provision 109B (Bituminous Material Adjustment), from the date of acceptance of the bid through the remainder of the initial year (August 31, 2024) The "Basic Bituminous Material Index" for this bid award shall be based on the Tennessee Department of Transportation **Bituminous Index for August 2023**. If pickup mix is not available on days needed due to the plant running other grades, the City reserves the right to pick up mix from other vendors.

**Bituminous Index** \_\_\_\_\_

10. It is understood and agreed that the City reserves the right to extend the term of this bid period, resulting from this bid award, for two additional one (1) year renewals beyond the initial bid period, upon mutual written agreement by both parties. (City and Contractor) and under the same terms and conditions.
11. Any extension resulting from this award will change the prices of bid items 10 through 100 only as a result of the Special Provisions 109B outlined in number 10. Additional cost increases will be considered incidental to the bid item.
12. Asphalt for pick up is provided at \_\_\_\_\_ (physical location) and is \_\_\_\_\_ miles from Shelbyville Public Works department. The City reserves the right to reject any asphalt load that does not meet the mix design temperature.
13. The names of all persons interested in the foregoing Bid as principals are:

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give legal name of corporation. state where incorporated and names or president and secretary; if a partnership, give name of firm and names of all individual co-partners composing the firm; if Bidder other interested person is an individual, give first and last names in full).

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**SECTION FIVE  
BID SUBMISSION FORM**

CITY OF SHELBYVILLE  
201 N. Spring Street  
Shelbyville, TN 37160

**Page 3 of 3**

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign on behalf of the corporation. If bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign on behalf of the partnership.

The Bidder acknowledges by his signature that he agrees to the requirements contained in the Invitation to Bid and the Instructions to Bidders.

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE #: \_\_\_\_\_ DATE OF LICENSE: \_\_\_\_\_

CLASSIFICATION: \_\_\_\_\_ MONETARY LIMIT: \$ \_\_\_\_\_

SIGNED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

Note: If a corporation, Bid must be signed by person authorized by corporation by-laws to bind it to a work.

List (5) five municipal, county, or state references: write below or attach separate sheet with information:

	<u>Company Name</u>	<u>Company Representative</u>	<u>Phone Number</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

**SECTION SIX  
 BID FORM PRICING**

CITY OF SHELBYVILLE  
 201 N. Spring Street  
 Shelbyville, TN 37160

Page 1 of 2

**Only the total of the extended prices for the Pay Items 10 through 120 will provide the basis of the award by the City of Shelbyville.**

Pay Item	Pay Item Description	Qty.	Unit of Measure	Unit Price	Total Price
10	A Mix	500	Ton	_____	_____
20	A Mix FOB Plant	500	Ton	_____	_____
30	Base Stone for Shoulder Application	500	Ton	_____	_____
40	307 B-Modified In Place (Including Prime or tack oil)	1000	Ton	_____	_____
50	307 CS mix In Place (Including Prime or tack oil)	500	Ton	_____	_____
60	411 E mix In Place (Including Prime or tack oil)	4000	Ton	_____	_____
70	411 D mix In Place (Including Prime or tack oil)	1000	Ton	_____	_____
80	411 E mix FOB Plant	600	Ton	_____	_____
90	307 B Modified FOB Plant	100	Ton	_____	_____
100	307 C mix FOB Plant	100	Ton	_____	_____
110	411 D Mix FOB Plant	100	Ton	_____	_____
120	Mobilization (Per Job, i.e., Milling, Patching, Paving)	1	Each	_____	_____

On items 10-120, if items are not available on the desired pick-up day, the City of Shelbyville has the right to go to another Vendor that has the mix available on the desired pick-up day.

**Schedule of Values**

130	Pug Mix Installed (Small Quantity Installations Only. i.e., patching)	_____	per Ton
140	2" - 3" Stone Installed (Small Quantity Installations Only. i.e., patching)	_____	per Ton
150	Pavement Removal / Roadway Repair (Small Quantity Installations)	_____	per Square Yard
160	4" Striping	_____	per Linear Mile
170	Stop Bar (Thermoplastic)	_____	Each
180	Directional Arrows (Thermoplastic)	_____	Each
190	Surface Asphalt Milling 0" to 2"	_____	per Square Yard
200	Asphalt Milling 2" and above	_____	per Ton
210	Concrete Milling	_____	per Ton
220	Crack Sealing	_____	per Linear Foot
230	Extruded Curb in Place	_____	per Linear Foot
240	18" RCP, CMP, HDPE in Place	_____	per Linear Foot
250	24" RCP, CMP, HDPE in Place	_____	per Linear Foot
260	30" RCP, CMP, HDPE in Place	_____	per Linear Foot
270	36" RCP, CMP, HDPE in Place	_____	per Linear Foot
280	43" RCP, CMP, HDPE in Place	_____	per Linear Foot
290	60" RCP, CMP, HDPE in Place	_____	per Linear Foot
300	Concrete Curb Ramp (Retro fit) ADA Truncated Mat	_____	per Square Foot
310	New 5 Ft Wide ADA Sidewalk Installed (Small Quantity Installation)	_____	per Square Foot
320	Street Sweeping	_____	per Linear Mile
330	Piano Key Crosswalk 2'x10' Thermoplastic	_____	each
340	Guardrail (replace type 2 guardrail)	_____	per Linear Foot
350	Concrete Curb & Gutter	_____	per Linear Foot
360	Letters (priced per letter)	_____	per Letter



**SECTION SIX**  
**BID FORM PRICING**  
CITY OF SHELBYVILLE  
201 N. Spring Street  
Shelbyville, TN 37160

**Page 2 of 2**

- \*\*Small quantity sidewalk installation refers up to 200 linear feet in length, with minor grade work only.
- \*\* All sidewalk installation shall meet TDOT standards.
- \*\*The contractor shall provide all TDOT approved job mix formulas with bid submission.
- \*\* The contractor shall provide a copy of current Plant Certification with TDOT.

Exceptions to Paving and Street Maintenance Bid Package:

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**Section Six must be included in the bid package.**

For Title VI compliance, we ask for the voluntary disclosure of the following information:  
Information of local owner of company:

Gender:    Male \_\_\_\_\_    Female \_\_\_\_\_

Race:        Caucasian \_\_\_\_\_    African American \_\_\_\_\_

              Hispanic \_\_\_\_\_    Other (please specify) \_\_\_\_\_

**SECTION SEVEN  
SPECIAL  
PROJECT PROCEDURES  
CITY OF SHELBYVILLE  
201 N. Spring Street  
Shelbyville, TN 37160**

**Page 1 of 4**

**1. SMOKING AND FIRE PRECAUTIONS**

- a. No smoking, fire, or use of any fire - or explosion - producing tools or equipment will be permitted on the properties of oil companies or other concerns prohibiting same on their premises or at any locations where such may endanger said premises or the current operations thereon.

**2. MANUFACTURER'S QUALIFICATIONS**

- a. The manufacturers of all materials and equipment used must be reputable and regularly engaged in the manufacture of the particular material or equipment for the use and service to which it will be subjected.

**3. CONTRACTOR SHALL PAY FOR ALL LABORATORY INSPECTION SERVICE**

- a. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Contractor and approved by the Public Works Director. The Contractor shall pay for all laboratory inspection services as part of the work. Submit all material test reports to the Public Works Director in triplicate.

**4. COMPLIANCE WITH STATE AND LOCAL LAWS**

- a. Comply with all applicable requirements of State and Local laws and ordinances to the extent that such requirements do not conflict with Federal laws or regulations.

**5. PROTECTION OF PUBLIC AND PRIVATE PROPERTY**

- a. Take special care in working areas to protect public and private property. The contractor shall replace or repair at his own expense any damaged water pipes, power and communication lines, or other public utilities, roads, curbs, gutters, sidewalks, drain pipes, sewer drainage ditches, and all plantings, including grass or sod on the site of the work. Leave the site in original or better condition after all cleanup work has been done. The contractor shall be responsible for directing vehicles and pedestrians through or around the work site.

**SECTION SEVEN**  
**SPECIAL**  
**PROJECT PROCEDURES**  
CITY OF SHELBYVILLE  
201 N. Spring Street  
Shelbyville, TN 37160

**Page 2 of 4**

**6. MARKERS**

- a. Preserve all Corps of Engineers, USGS, TVA, State of Tennessee, and private markers; do not remove or disturb any such markers without prior approval from the Public Works Department. Any removal and replacement of such markers shall be at the expense of the Contractor.

**7. APPROVED CHEMICALS**

- a. All chemicals used during City paving, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either EPA or USDA. The use of all such chemicals and the disposal of residues shall be in strict conformance with all applicable instructions and regulations.

**8. PRESERVATION OF EXISTING VEGETATION**

- a. Take reasonable care during construction to avoid damage to existing vegetation. When the area to be excavated is occupied by trees, brush, or other uncultivated vegetative growth, clear such growth from the area and dispose of it in a satisfactory manner. Leave undisturbed any trees, cultivated shrubs, flowers, etc. situated within public rights-of-way and/or easements through private property but not located directly within excavation limits. Transplant small ornamental trees, cultivated shrubs, flowers, etc., located directly within excavation limits so they may be replaced during property restoration operations. Do not remove or disturb any tree larger than 6" (six inches) in diameter without the permission of the Public Works Director. Take special precautions (including shrubbery and tree branches) for the protection and preservation of such object throughout all stages of construction; the Contractor will be held liable for any damage that may result to said objects from excavation or construction operations with a clean cut, and paint with an approved tree pruning compound. Treat with a tree dressing tree trunks receiving damage from equipment.

**SECTION SEVEN**  
**SPECIAL**  
**PROJECT PROCEDURES**  
CITY OF SHELBYVILLE  
201 N. Spring Street  
Shelbyville, TN 37160

**Page 3 of 4**

**9. UTILITIES**

- a. The Contractor shall contact the owner of all underground utilities before beginning construction in the area. Carefully protect from damage, all utilities in the vicinity of the work, at all times. If it is necessary to repair, remove, and / or replace any such utility in order to complete the work properly, do so in compliance with the rules and regulations of the particular utility involved. Any such work shall be considered incidental to the construction of the project, and no additional payment will be allowed, therefore.

**10. ALTERNATIVES**

- a. These proposed work items are being funded by local funds, which are limited. For this reason, the owner reserves the right to alter the bid quantities after prices are received by the owner. The owner reserves the right to add or delete quantities as their funds permit or as their workloads require.

**11. PAYMENT**

- a. A payment /performance bond shall be required in the amount of \$25,000 for the length of the bid period.

**12. PAVEMENT MARKING**

- a. This bid does include pavement marking or striping. Pavement marking or striping is not exclusive, and the City may select other companies to perform this work at their option.

**13. ROADWAY/DRIVEWAY CULVERTS**

- a. Any culverts that may be required in conjunction, with this project will be provided and installed by The City of Shelbyville unless otherwise agreed on by the City.

**14. SIDEWALKS**

- a. All sidewalks must meet the standard specifications outlined by the Tennessee Department of Transportation (TDOT) standards and meet ADA requirements.

**SECTION SEVEN**  
**SPECIAL PROJECT PROCEDURES**  
CITY OF SHELBYVILLE  
201 N. Spring Street  
Shelbyville, TN 37160

**Page 4 of 4**

**15. DESCRIPTION OF WORK TO BE PERFORMED.**

- a. The general description of the work to be done is repairing and paving of certain streets or parking lots and other street maintenance items, within the City of Shelbyville.
- b. The streets to be paved will require the following:
  - I. Clipping the shoulders
  - II. Excavation and repair of failing areas as directed by the Public Works Department
  - III. Tack coat as required
  - IV. Leveling binder as directed by the Public Works Department
  - V. Asphalt surface as directed by the Public Works Department
  - VI. Shoulder stone as directed by the Public Works Department
- c. The City of Shelbyville reserves the right to add or delete any quantities at the unit price bid. The City also reserves the right to add additional streets and /or areas to be paved or repaired.

**16. JOB COMPLETION**

- a. The contractor shall coordinate with the Public Works Department to establish time limits for the completion of paving.

**SECTION EIGHT  
MEASUREMENTS  
AND PAYMENTS  
CITY OF SHELBYVILLE  
201 N. Spring Street  
Shelbyville, TN 37160**

**Page 1 of 2**

**1. General**

- a. Measurement for payment on a unit price basis shall be as described below. Payment for each unit installed shall be made according to the unit price bid, as listed in the bid form. Only those items appearing in the bid form will be considered for payment on a unit price basis.
- b. Even though an item of work is included in the technical specifications, if it is not both covered herein and specifically itemized in the bid form, payment for it shall not be separately made. Such work shall be considered a necessary part of or incidental to its related work.

**2. Paving**

- a. Base and shoulder stone shall be measured by the ton as outlined in the standard specifications of the Tennessee Department of Transportation (TDOT), except that all water used shall be considered an incidental part of the whole for which no separate measurement or payment shall be made. This item shall be paid for at the bid unit price per ton for mineral aggregate base, and this price per ton for base or shoulder stone shall include any and all labor equipment costs required for placing the stone.
- b. Bituminous tack and prime coat shall be measured by the gallon as outlined in the TDOT specifications. This item shall be paid for at the bid unit price per gallon for bituminous tack coat.
- c. Asphaltic concrete leveling course binder and asphaltic concrete surface course shall be measured by the ton as outlined in the TDOT specifications, except that no difference shall be made for the various ingredients. These items shall be paid for at the bid unit price per ton, complete in place, with no separate payment for any ingredients of the mix or any materials consumed in its installation.
- d. A copy of all load tickets for stone, oil, or asphaltic concrete, showing the weight for each load of aggregate and signed by the contractor or his representative and given to the Public Works Director, no later than the next day after completion.

**SECTION EIGHT**  
**MEASUREMENTS AND PAYMENTS**  
**CITY OF SHELBYVILLE**  
201 N. Spring Street  
Shelbyville, TN 37160

**Page 2 of 2**

- e. Clipping shoulders is not a separate pay item.
- f. Water for dust control or for compaction is not a separate pay item.

**3. Pavement Removal**

- a. Pavement removal will be measured and paid for by the square yard or by the ton based on the depth of the cut as outlined in the bid form for each type as listed in the bid schedule as directed by the Public Works Director.
- b. The payment per square yard shall include the sawing or cutting of the existing pavement, removing the asphalt and soil, and disposing of same.

**4. Adjustment of Castings**

- a. The adjustment of valve boxes and manholes will be the responsibility of the City of Shelbyville and Shelbyville Power Water & Sewer depending on utility unless otherwise specified.

**SECTION NINE**  
**PAVEMENT MARKING**  
CITY OF SHELBYVILLE  
201 N. Spring Street  
Shelbyville, TN 37160

Page 1 of 2

**1. General**

a. Work Included

1. Marking of pavement including surface preparation and painting on bituminous or concrete surface.

b. Acceptance Procedure

1. Typical sample analysis.
11. Certification that paint meets the requirements.

**2. Products**

a. Paint

- I. White or Yellow as directed by the Public Works Director.
- II. Paint shall be quick dry traffic marking meeting the requirements of Subsection 910.05 of the TDOT Standard Specifications for Road and Bridge Construction and all subsequent revisions.
- III. Drying time - 3 to 5 minutes when heated to application temperature.
- IV. Application temperature - 140 to 170 degrees Fahrenheit.
- V. Each paint container shall be labeled showing details of paint, application procedure, and date of manufacture.



**SECTION NINE  
PAVEMENT MARKING**

CITY OF SHELBYVILLE  
201 N. Spring Street  
Shelbyville, TN 37160

Page 2 of 2

b. Drop On Glass Beads:

1. Glass beads shall meet the requirements of AASHTO M-247, Type I moisture resistant beads, with the following gradation:

<u>Sieve Designation</u>	<u>Mass Percent Passing</u>
20 Mesh	100
30 Mesh	75-95
40 Mesh	
50 Mesh	15-35
80 Mesh	
100 Mesh	0-5

**3. Execution**

- a. Perform pavement marking in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, published by FHWA.
- b. Apply marking in strict accordance with the manufacturer's recommendations, but with a minimum wet film thickness of 15.1 mils with 6 pounds of glass beads per gallon.
- c. Mark pavement in close conformity to the lines, dimensions, patterns, locations. and details shown on the drawings or established by the Engineer.
- d. Measurement and Payment:
- i. Pavement marking will be measured for payment by the linear foot of pavement marked and accepted including surface preparation and paint.
  - ii. Pavement marking as above stipulated will be paid for at the bid unit price per linear mile.