



CITY OF WHITE HOUSE

REQUEST FOR BID FOR Bid# 18-1054PS 2018 -2020 PAVING & MILLING CONTRACT

April 2, 2017

105 College Street
White House, Tennessee, 37188

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City of White House
Bid# 18-1054PS
2018 - 2020 Paving & Milling Contract

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CHAPTER 1
BIDDING REQUIREMENTS

SECTION 110

INVITATION TO BID

Sealed bids will be received by the City of White House in the office of the Purchasing Coordinator, City Hall, 105 College Street, White House, Tennessee until 2:00 p.m. on **Monday, June 18, 2018**, at which time they will be opened for:

Bid# 18-1054PS 2018 - 2020 Paving & Milling Contract

Bid Documents and Specifications are online at www.cityofwhitehouse.com.

All bidders must be licensed contractors as required by Chapter 135 of the Public Acts of 1945 of the General Assembly of the State of Tennessee and all subsequent amendments. No bid will be opened if the contractor's Tennessee license number, date of license expiration, and applicable license classification, as required by law, do not appear on the envelope containing the bid.

All bids must be made out on the Proposal Form furnished with the Bid Documents.

The Owner reserves the right to reject any or all bids, to waive informalities in the bids received, to evaluate bids, and to accept any bid or bids which, in its opinion, may be in its best interest.

Each bidder must deposit with his bid security in the amount of five percent (5%) of the amount of the bid, subject to the conditions provided in the BID SECURITY subsection of SECTION 210, GENERAL CONDITIONS.

END OF INVITATION TO BID

SECTION 115

SCOPE OF WORK

The intent of this contract is to provide for the completion of **Paving & Milling** projects as assigned by the City of White House in accordance with these specifications using a standard of care consistent with general roadway construction, the General Conditions, the Supplementary Conditions, and other requirements contained in these specifications. Assigned work may or may not include Construction Plans. If Construction Plans are provided, all work shall be completed according to those drawings and these specifications. Unless otherwise specified, the Contractor shall furnish all materials, incidentals, equipment and perform all labor necessary to affect repairs as authorized by the City and detailed in the plans and these specifications.

The work to be performed for this contract generally consists of **Paving & Milling** projects within the City of White House by furnishing all material, incidentals, equipment and performing all labor necessary to complete the various maintenance tasks as authorized by the City. All work will be assigned by the City. Payment for items shall be as measured and be complete and in-place including all mobilization, labor, materials and incidentals.

END OF SCOPE OF WORK

SECTION 120

INSTRUCTIONS TO BIDDERS

All bidders (also referred to herein as “Contractor”) must satisfy themselves by personal examination of the locations of the proposed work, by examination of the Plans and Specifications and requirements of the work and the accuracy of the estimate of the quantities of the work to be done, and shall not at any time after the submission of a bid dispute or complain of such estimate nor assert that there was any misunderstanding in regard to the nature or amount of work to be done. The City shall not be responsible for bidder’s errors and misjudgment, nor for any information on local conditions or general laws and regulations.

The Documents and Specifications herein contain the provisions required for the **Paving & Milling** project. No information obtained from any officer, agent, or employee of the City on any such matters shall in any way affect the risk or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

A Bid Bond payable to the City with power of attorney must accompany each bid for five percent (5%) of the total amount of the base bid. As soon as the bid prices have been compared, the City will return the bond of all except the three lowest responsible bidders. When the contract is awarded, the bonds of the two remaining unsuccessful bidders will be returned.

All Bids must be made on the blank form of proposal attached hereto and shall not be detached from the contract documents. Bids shall be submitted in duplicate in a sealed envelope.

The outside of the envelope must include:

Name of Project and Bid# for which Bid is submitted;

State Contractor’s License Number will be required if over \$25,000. Information on the outside of the envelope must include the following information in accordance with **T.C.A. 62-6-119 Bid documents – Required disclosures by bidders:**

Name of Contractor
Tennessee Contractor’s License Number
License Expiration Date
License Classification Applying to Bid

Failure of a bidder to comply with the listing requirement voids the bid and the bid may not be opened.

Proposals which are incomplete, unbalanced, conditional or obscure or which contain additions not called for, erasures, alterations or irregularities of any kind or which do not comply with the Notice and Instructions to Contractors may be rejected at the option of the City. The City reserves the right to reject any and all bids or to accept any bid. The City will review all properly submitted bids and may make an award based on the base bid. Additive alternative items may or may not be used during the term of the contract. The City of White House may cancel this bid at any time.

A bidder may withdraw any proposal he has submitted at any time prior to the hour set for the closing of the bids provided the request for withdrawal is signed in a manner identical with the proposal being withdrawn. No withdrawal or modification will be permitted for 30 days after the hour and date designated for opening the bids.

The Bid Form in the Proposal lists the various divisions of construction contemplated in the Plans and Specifications, together with an estimate of the units of each. With these units as the basis, the bidder will extend each item, using the cost inserted in the unit column. Any total cost found inconsistent with the unit cost when the bids are examined will be deemed in error and corrected to agree with the unit cost that shall be considered correct.

The Bidder agrees to maintain a cumulative total of quantities of work installed and work remaining to be performed and shall take all precautions as necessary to prevent installation of quantities with total values exceeding the contract price. The Bidder also agrees that under no circumstances will he be paid any sum in excess of the contract price without the execution of a contract change order.

Escalation-De-escalation of prices for Asphalt Cement

This escalation / de-escalation clause is provided for the protection of both the Contractor and the City of White House against sharp increases or decreases in the prices of material. It further provides the Contractor with a bidding procedure that is of less risk than would otherwise exist.

The base price of PG 64-22 on the date of the bid opening shall be established using the Tennessee Department of Transportation's "Asphalt Index" (Bituminous Index) which is derived from taking a State-wide average of "posted" prices at terminals on the first working day of each month. **The "Asphalt Index" (Bituminous Index) for March 2018 was \$400.00 per ton.** Any fluctuation of the base price, up or down, **greater than five percent (5%)** will result in a Change Order of those items affected by the fluctuation. **The Change Order will reflect the actual increase or decrease of the base price for PG 64-22.**

The asphalt content for bituminous plant mix base material and asphaltic concrete surface material shall be established using the job mix formula submitted by the Contractor.

All questions of explanations requested by Bidders shall be submitted in writing to the **Public Services Director** in ample time to permit consideration before the bid date. Necessary replies will be issued to all bidders or recorded as Addenda and receipt thereof shall be acknowledged on the proposal. Bidders shall check with the City prior to bid opening to secure any Addenda that may affect bidding. Oral instructions will not be given and do not form a part of the Bidding Documents.

This Project is a Unit Price Contract based on process stated on bid form. The Contractor will be paid based on quantities installed and measured based on these unit prices.

All bid proposals must include the following:

Sealed envelope with required information on the outside
Bid Bond
Bid Proposal Form in duplicate

The successful bidder must provide the following; each of which shall be in accordance with the contract documents:

Certificate of insurance naming the **City of White House** additionally insured with any exclusions listed, including:

General Liability

Worker's Compensation Insurance

Auto Insurance

Proof of Worker's Compensation for all Subcontractors

Performance Bond and Materials & Labor Bond, in the amount of 100% of the base bid with Power of Attorney (over \$25,000).

W-9 Form, if a new vendor

END OF INSTRUCTIONS TO BIDDERS

SECTION 125

PROPOSAL

MAYOR MICHAEL ARNOLD AND THE BOARD OF ALDERMEN
CITY OF WHITE HOUSE, TENNESSEE 37188

Mayor and Board of Aldermen:

In response to the Bid Notice to Contractors, the undersigned Bidder submits the following proposal for the **2018 - 2020 Paving & Milling** project within the City of White House as described and specified in the bid documents and specifications.

The Bidder hereby declares that in the event the City accepts this Proposal, Bidder will, within ten (10) working days of the date of a written Notice of Award, enter into a Contract with the CITY OF WHITE HOUSE, in a form to be included with the Notice of Award letter and shall furnish and pay for all labor, materials, plant and equipment necessary to perform the work required as called for in the Bid Form.

The Bidder agrees that the unit quantities are approximate and shown on the bid form for comparative bidding purposes only and the City has a right to increase or decrease quantities by Contract Amendment as required for construction or as directed and the total of all payments shall be actual quantities or work installed. The Contractor shall be paid for the actual quantities installed at the unit price bid.

By submission of this proposal, the Bidder certifies that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder is prepared to submit a Statement of Bidders Qualifications upon the City's request, including but not limited to, a complete financial statement.

The Bidder agrees that if the City accepts his Proposal, Bidder will furnish a Performance Payment Bond and a Material & Labor Payment Bond, in the amount of 100% of the base bid with Power of Attorney (over \$25,000).

Attached is the required Bid Bond or Certified Check in the amount of five percent (5%) of the total base bid which the Bidder agrees will be retained by the City as liquidated damages in the event that the Bidder's proposal is accepted and the Bidder fails to execute the contract within the time stated in the proposal.

Acknowledgment is hereby made or receipt of Addenda Nos. _____,
the provisions of which are incorporated herein.
Respectfully Submitted,

BY _____

TITLE _____

ADDRESS _____

TENNESSEE LICENSE NUMBER _____

Seal-If Bid is by Corporation

END OF PROPOSAL

SECTION 130

BID FORMS

Place: City of White House, TN

Date: _____

PROPOSAL for the City of White House, Tennessee.

TO THE PURCHASING COORDINATOR CITY OF WHITE HOUSE, TN

I/WE _____

Name of Bidder: _____

Address of Bidder: _____

The undersigned, as Bidder, in compliance with your invitation for bids for the **2018 - 2020 Paving & Milling** project, propose to furnish all necessary labor, machinery, tools, apparatus, equipment, service, and other necessary supplies, in strict accordance with the terms and conditions of the Specifications and Contract Documents hereto attached and the Plans referred to herein and do such other work incidental thereto as may be ordered by the Public Services Director or his/her agent, in writing, at the unit prices listed herein.

The Bidder declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Bid Specifications and Documents for the work, and has read all documents furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed. The quantities shown in the Proposal are approximate only, are subject to increase or decrease, and should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices set out herein. Should the quantities be decreased, the undersigned will make no claim for anticipated profits.

Bidder hereby agrees that if he is awarded the contract for this work, he will commence work on a date to be specified in a written Notice to Proceed from the Owner.

BID SCHEDULE (Paving 2018 Estimated Quantities Shown - Adjusted Annually:

TDOT Item No.	Description	Units	Estimated Quantity	Price Per Unit	Total Price Per Item
402-01	Bit. Mat. For Prime Coat	Ton	1		
403-01	Bit. Mat. For Tack Coat	Ton	10		
411-01.10	ACS Mix (PG64-22) Grading "D"	Ton	1,000		
411-01.11	ACS Mix (PG64-22) Grading "E"	Ton	2,500		
307-01.08	AC Mix (PG64-22) BM2	Ton	1,000		
307-01.10	AC Mix (PG64-22) CW	Ton	1,000		
307-01.15	AC Mix (PG64-22) (BPMLC-HM) Grading CS	Ton	2,000		
716-02.01	Plastic Pavement Marking (4" Line)	LM	5		
716-05.01	Painted Pavement Marking (4" Line)	LM	8		
716-05.05	Plastic Pavement Marking (Stop Bar)	LF	250		
716-02.06	Plastic Pavement Marking (Turn Arrow)	EA	15		
716-02.09	Plastic Pavement Marking (Crosswalk)	LF	300		
415	Milling	Sq. Yds.	1,000		

Total Paving Bid \$ _____

BASE PROPOSAL: Bidder agrees to perform all of the WORK on roadways described in the specifications and shown on the plans for the sum of

_____ (\$_____)

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

Contractor: _____

By: _____

Title: _____

Date: _____

The above unit prices shall include all labor, materials, removal, overhead, profit, insurance, etc. to cover the finished work.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids. Upon receipt of written notice of the acceptance of this bid, Bidder will execute a formal Contract within ten days and deliver a Surety Bond or Bonds.

The undersigned Bidder does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made in pursuance of and subject to all the terms and conditions of the Contract, the Specifications, and the Plans pertaining to the work to be done.

Contract unit prices shall be good through **June 30, 2020**, at which time the City of White House, at their option, **may elect to extend the Contract for a one year period, up to three (3) times but not to exceed five years of total contract time.**

The bid security attached in the sum of:
_____ (\$_____)

shall become the property of the Owner in the event the Contract and the Bond are not executed within the time above set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

Contractor

By: _____

Title: _____

Business Address: _____

Zip Code

Contractor's License No: _____

Telephone Number: _____

END OF BID FORMS

SECTION 140

DRUG POLICY

DRUG AND ALCOHOL TESTING PROGRAM

Bidders must have a testing program for employees in place that is at least as stringent as the drug and alcohol-testing program of the City of White House, which is attached. Bidders must provide a copy of their drug and alcohol-testing program and a signed copy of the attached model affidavit at the time the bid is made.

COMPANY NAME

DATE

DRUG-FREE WORKPLACE AFFIDAVIT OF PRIME BIDDER

NOW COMES AFFIANT, who being duly sworn, deposes and says:

1. He/She is the principal officer for;

Company Name

Address

2. That the bidding entity has submitted a bid to the City of White House for;

Bid Number

Project

3. That the bidding entity employs no less than five (5) employees;
4. That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with 50-9-113, Tennessee Code Annotated.
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.

Affiant

SUBSCRIBED AND SWORN TO before me this ____ day of _____.

Notary Public

My commission expires: _____

Excerpt from:

**CITY OF WHITE HOUSE
PERSONNEL MANUAL**
Effective June 15, 2017

SECTION VII – MISCELLANEOUS POLICIES

C. DRUG FREE WORKPLACE

GENERAL RULES

City employees shall not take or be under the influence of any drug unless prescribed by the employee's licensed physician. Employees who are required to take prescribed or over-the-counter medications should notify the immediate supervisor should the medication produce any adverse effects which might limit the employee's ability to perform their job.

City employees are prohibited from the use, possession and sale of drugs, alcohol, or any other controlled substance on city property or in city vehicles.

All property belonging to the city is subject to inspection at any time without notice, as there is no expectation of privacy.

Property includes, but is not limited to, vehicle, desks, containers, files, and storage lockers.

Employee assigned lockers (that are locked by the employee) are also subject to inspection.

Employees who have reason to believe another employee is using alcohol or illegal drugs while on duty must report the facts and circumstances immediately to their supervisor or Human Resources. Failure to do so may result in disciplinary action.

Failure to comply with the intent or provisions of this general order may be used as grounds for disciplinary action.

EMPLOYEE TESTING

Current city employees will be required to undergo drug and alcohol testing after a work-related accident or incident, if there is reasonable suspicion that the employee is under the influence of drugs or alcohol during working hours, and if drawn during random selection. Supervisors are required to detail in writing the specific facts, symptoms, or observations that formed the basis for their determination that reasonable suspicion existed to warrant the testing of an employee. This documentation shall be forwarded to the appropriate Department Head who shall immediately forward the information to Human Resources.

REFUSAL TO CONSENT

An employee who refuses to consent to a drug and alcohol test after a work-related accident or incident, if drawn during random selection, or when reasonable suspicion of drug or alcohol use has been identified will be terminated.

CONFIRMATION OF TEST RESULTS

An employee or job applicant, whose drug test yields a positive result indicating the presence of drugs or alcohol, shall be given the opportunity to speak with the Medical Review Officer prior to a final determination. Test results are then forwarded to Human Resources for appropriate action.

CONSEQUENCE OF A CONFIRMING POSITIVE TEST RESULT: JOB APPLICANTS

Job applicants will be denied employment with the city if their pre-employment test result has been confirmed positive.

CONSEQUENCE OF A CONFIRMING POSITIVE TEST RESULT: CURRENT EMPLOYEES

Upon confirmation of an employee's positive test result where the employee has been employed less than two years, he/she is subject to termination.

Employees testing positive who have been employed with the city longer than two years will be required to attend an Employee Assistance Program provided through the city's healthcare provider. Failure to complete the recommended program constitutes immediate termination. Employees will also be subject to random follow-up testing for a period of up to two years after completion of the program.

CONFIDENTIALITY OF TEST RESULTS

To the extent allowed under the Tennessee Open Records Law, all information from an employee's or applicant's drug and alcohol test is confidential and only those individuals with a need to know are to be informed of test results.

End of Excerpt

END OF DRUG POLICY

SECTION 150

TITLE VI POLICY

**CITY OF WHITE HOUSE
NONDISCRIMINATION POLICY**

It is the policy of the City of White House not to discriminate on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. In addition, the City of White House does not discriminate based on race, color, or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d). With regard to all aspects of this contract, the contractor certifies and warrants it will comply with this policy.

COMPANY NAME

DATE

COMPANY REPRESENTATIVE

TITLE

END OF TITLE VI POLICY

SECTION 160

**STATE OF TENNESSEE
IRAN DIVESTMENT ACT AGREEMENT**

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 Tennessee Code Annotated § 12-12-106.

Tenn. Code Ann. § 12-12-106 requires the chief procurement officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105.

While inclusion on this list would make a person ineligible to contract with the state of Tennessee, if a person ceases its engagement in investment activities in Iran, it may be removed from the list.

If you feel as though you have been erroneously included on this list please contact the Central Procurement Office at CPO.Website@tn.gov.

_____	_____
COMPANY NAME	DATE
_____	_____
REPRESENTATIVE	TITLE

SECTION 170

**STANDARD GENERAL CONDITIONS OF
THE CONSTRUCTION CONTRACT,
EJCDC DOCUMENT**

**C-700 (General Conditions)
&
C-800 (Supplementary Conditions)**

(Please see additional attached documents)

SECTION 175

SUPPLEMENTARY CONDITIONS

Standard General Conditions of the Construction Contract, EJCDC Document C-700 is modified as follows:

5.03 CERTIFICATES OF INSURANCE

Insert the following:

C. Before any WORK at the site is started, CONTRACTOR shall deliver to OWNER, with a copy to PURCHASING COORDINATOR, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with this document.

5.04 CONTRACTOR'S LIABILITY INSURANCE

The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law.

Workers' Compensation, under paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:

- (1) State: Statutory
- (2) Applicable Federal (e.g. Longshoreman's): Statutory
- (3) Employer's Liability (Each Accident) \$ 500,000

Comprehensive General Liability, under paragraphs 5.4.A.3 through 5.4.A.5 of the General Conditions:

- (1) General Aggregate \$ 1,000,000
(Except Products—Completed Operations)
- (2) Products – Completed Operations Aggregate \$ 1,000,000
- (3) Personal and Advertising Injury \$ 1,000,000
(Per Person/Organization)

(4) Each Occurrence \$ 500,000
(Bodily Injury & Property Damage)

(5) Property Damage liability insurance will provide Explosion, Collapse and Underground coverage where applicable.

(6) Excess Liability

General Aggregate \$ 1,000,000

Each Occurrence \$ 500,000

Automobile Liability, under paragraph 5.4.A.6 of the General Conditions:

(1) Bodily Injury

Each Person \$ 500,000

Each Accident \$ 1,000,000

Property Damage (Each Accident) \$ 500,000

or

(2) Combined Single Limit

Bodily Injury & Property Damage \$ 1,500,000
(Each Accident)

Contractual Liability, under paragraph 5.04.A.10 of the General Conditions:

(1) General Aggregate \$ 1,000,000

(2) Each Occurrence \$ 50,000
(Bodily Injury and Property Damage)

5.05 OWNER'S LIABILITY INSURANCE

Delete paragraph 5.05.A of the General Conditions in its entirety and insert the following in its place:

A. The CONTRACTOR shall provide for additional liability coverage for OWNER and THE PUBLIC SERVICES DIRECTOR as will protect OWNER and THE PUBLIC SERVICES DIRECTOR against claims which may arise from operations under the Contract Documents. Such insurance coverage shall be provided by endorsement as additional insurance on CONTRACTOR's General Liability Policy or by a separate "Owner's Protection Policy."

5.06 PROPERTY INSURANCE

Delete paragraph 5.06.A of the General Conditions in its entirety and insert the following in its place:

A. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. Include the interests of OWNER, CONTRACTOR, Subcontractors, THE PUBLIC WORKS DIRECTOR, THE PUBLIC WORKS DIRECTOR's Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils as may be specifically required by the Supplementary Conditions;

Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of the Public Works Directors and architects);

3. Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by THE PUBLIC WORKS DIRECTOR; and

4. Be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and THE PUBLIC SERVICES DIRECTOR with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.

The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph 5.06 shall comply with the requirements of paragraph 5.08.

5.10 OTHER SPECIAL INSURANCE

Delete paragraph 5.10.A of the General conditions in its entirety and insert the following in its place:

A. Any special insurance to be included in the property insurance policy shall be procured by CONTRACTOR. CONTRACTOR shall be solely responsible for determining the need for such other special insurance.

END OF SUPPLEMENTARY CONDITIONS

CHAPTER 2

GENERAL AND SPECIAL CONDITIONS

SECTION 210

GENERAL CONDITIONS

CONTRACT

The Contract includes the Notice to Bidders, Proposal, Bonds, Specifications, General Conditions, Addenda, Plans, and any Supplementary Agreements pertaining to the work or materials therefore.

Any specification implied but not included shall be taken from: Standard Specifications for Road and Bridge Construction of the Tennessee Department of Transportation, dated January 1, 2015, hereafter referred to as TDOT Standard Specifications.

FAILURE TO EXECUTE CONTRACT

Upon failure of the Bidder to execute the required Bonds or to sign the required Contract within ten (10) days after the Contract is awarded, he will be considered to have abandoned his proposal and the City may annul the award. By reason of the uncertainty of market prices of materials and labor, it being impracticable and extremely difficult to fix the amount of damages to which the City would be put by reason of said Bidder's failure to execute said Bonds and Contract, the quantity accompanying the Proposal shall be the agreed amount of damages which the City will suffer by reason of such failure on the part of the Bidder and shall thereupon immediately be forfeited to the City. The filing of a proposal will be considered as an acceptance of this provision.

RELEASE OF LIENS

The Contractor shall furnish the Owner, through the Purchasing Coordinator, a full release of liens signed by all Subcontractors and material furnished associated in any way with the work before final payment is made to the Contractor or evidence in lieu thereof in form satisfactory to the Owner and the Purchasing Coordinator.

BID SECURITY

The required Security must be in the form of a certified or bank cashier's check made payable to the Owner or a Bid Bond issued by a surety company licensed, qualified, and authorized to transact business in the State of Tennessee. The Bid Security of the successful Bidder will be retained until he has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if he fails to execute the Agreement and furnish the Contract Security, his Bid Security will be forfeited. The Bid Security of any Bidder whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earliest of seven calendar days after the Agreement is executed and the required Contract Security is furnished or the sixty-first calendar day after the Bid opening. Bid Security of other Bidders will be returned within seven calendar days of the Bid opening.

INTERPRETATION OF ESTIMATES

The quantities of the work and materials shown on the Proposal Form or on the Plans are believed to approximately represent the work to be performed and materials to be furnished and are to be used for comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the Plans and Specifications, and it is understood that the quantities may be increased or decreased as hereinafter provided without in any way invalidating the bid prices.

INCREASE OR DECREASE OF QUANTITIES

The City reserves the right to alter the quantities of work to be performed or to extend or shorten a project or work order at any time, and the Contractor shall perform the work as altered, increased or decreased, at the Contract unit price. No allowance will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any condition(s) or provision(s) of the Contract.

PROPOSAL

Bidder shall submit Proposal on the Proposal Form provided therefore, and same shall be delivered in a sealed opaque envelope to the address given in the Notice to Bidders prior to the date and hour specified therein. No alternates or additions shall be made to the Proposal Form, and no riders shall be attached thereto. **Proposal envelopes shall have the Contractor's name, address, classification, license number, date license expires, and name of project being bid on the outside of the envelope.**

EXAMINATION OF DOCUMENTS AND SITE OF THE WORK

Bidders are advised that the Specifications, Estimates, and Addenda furnished by the City shall constitute all the information that the City will furnish. No other information given by the City or any representative thereof, prior to execution of the Contract shall become part of or change the Contract, Plans, Specification or Estimates or be binding upon the City. Bidders shall rely exclusively upon their own estimates, investigation and other data as are necessary for full and complete information upon which the Proposal may be based. The City and Bidder mutually agree that submission of the Proposal will be evidence that the Bidder has made the examination and investigation required herein.

INTENT OF SPECIFICATIONS AND PLANS

The intent of the specifications is to prescribe a complete scope work that the Contractor undertakes to do in full compliance with the Contract. The Contractor shall do all work as assigned by the City as provided in the specifications, project plans and other parts of the Contract and shall do such additional, extra and incidental work as may be considered necessary to complete the work in a satisfactory and acceptable manner. If Construction Plans are provided, all work shall be completed according to those drawings and these specifications. Any work or material not shown on the plans or described in the Specifications but which may be fairly implied as included in any item of the Contract shall be performed and/or furnished by the Contractor without additional charge therefore. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals necessary to the execution of the work.

ALTERATIONS OF PLANS AND SPECIFICATIONS

The City reserves the right, at any time, to make such changes in the plans and the character of the work as may be necessary or desirable to insure completion in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications or change the general nature of the work as a whole. Such changes shall not be considered as waiving or invalidating any condition(s) or provision(s) of the Contract.

EXTRA WORK AND CHANGES IN WORK

Without invalidating the contract, the City may order extra work or make changes by altering, adding to or deducting from the work. All the work of the kind bid upon shall be paid for at the price stipulated in the Proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the City or its duly authorized representative acting officially for the City and the price is stated in such order.

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the City, as aforesaid, and the claim presented with the first estimate after the changed or extra work is satisfactorily completed. When work is performed under the terms of subsection (b) the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the City, give the City access to accounts relating thereto.

No changes in the work covered by the approved contract documents shall be made without having prior written approval of the City. Charges or credits for the work covered by the approved change(s) shall be determined by one, or more, or a combination of the following method(s):

- **Unit bid price previously approved.**
- **An agreed lump sum.**
- **Cost reimbursement consisting of the actual cost of labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus an agreed upon amount to cover the cost of general overhead and profit.**

RIGHTS-OF-WAY AND SUSPENSION OF WORK

The City will furnish all land and rights-of-way necessary for the carrying out of this contract and the completion of the work herein contemplated and will use due diligence in acquiring said land and rights-of-way as promptly as possible. It is possible that all lands and right-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin work upon such land and rights-of-way as the City may have previously acquired and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way.

Should the City be prevented or enjoined from preceding with the work, or from authorizing its execution, either before or after the commencement of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make any claim for damage for said delay, or to withdraw from the contract except by consent of the City; but the time for completion of the work will be extended to such time as the City determines will compensate for the time lost by such delay, such determination to be set forth in writing.

CONTRACTOR'S OBLIGATION

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as otherwise expressly specified herein necessary or proper, and complete all the work required by this contract in a timely manner in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings of the work covered by this contract and any/and all supplemental plans and drawings, and in accordance with the directions of the Public Services Director as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required. He alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage that may result from their failure or their improper construction, maintenance, or operation, and he shall indemnify and hold harmless the City of White House for same. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications; and shall do, carry on, and complete the entire work to the satisfaction of the Public Services Director and the City.

The Contractor shall maintain a copy of the plans and specifications available on the work site at all times.

The Contractor shall give the consistent attention necessary to facilitate the progress of work and shall provide a competent superintendent on the work site at all times who is fully authorized as his agent. The superintendent shall be capable of thoroughly understanding the plans and specifications and shall accept and fulfill instructions from the Public Services Director or his authorized representative.

CONSTRUCTION GRADES AND STAKES

The Public Services Director may furnish the Contractor with bench marks and control points from which the Contractor shall set all lines, grades and measurements necessary for the proper execution and control of the work. The Contractor shall satisfy himself as to the accuracy of all measurements before proceeding with the work. In the setting of batter boards the Contractor shall furnish all necessary material and labor. The Contractor shall scrupulously preserve all stakes and markings set by the Public Services Director for his own use or for the Contractor's guidance. Any stakes or markings lost or destroyed by the Contractor through negligence shall be replaced by the Public Services Director at the Contractor's expense when so ordered by the City.

QUALITY OF MATERIALS AND EQUIPMENT

Only materials and equipment conforming to the requirements of these specifications shall be used in the work. All materials and equipment furnished for the work shall be new and unused and of recent manufacture.

CONSTRUCTION REVIEW

The Public Services Director or his representative will review all phases of the work in progress. The Contractor shall furnish the Public Services Director with every reasonable means of ascertaining whether or not the work is in accordance with the requirements and intent of the plans and specifications. Should any work be covered or hidden prior to approval by the Public Services Director, it shall be uncovered for examination at the Contractor's expense.

PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges or fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges or fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

EXPLOSIVES

The use of explosives shall not be allowed under this Contract.

PRIVILEGES OF THE CONTRACTOR IN STREETS, ALLEYS, AND RIGHTS-OF-WAY

For the performance of the contract, the Contractor will be permitted to occupy such portions of the public property as will not unduly restrict traffic or endanger the public.

PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall not enter upon private property for any purpose without first obtaining permission from its owner, and he shall be responsible for the preservation of, and shall use every precaution necessary to prevent damage to, all trees, shrubbery, fences, bridges, culverts, pavement, driveways, sidewalks, and to all water sewer, gas, telephone, and electric lines thereof, and to all other public or private property along or adjacent to the work. The Contractor shall notify the proper representative of any public service corporation, any company or any individual not less than twenty four (24) hours in advance of any work commencing which might damage or interfere with the operation or execution of their work which might damage or cause injury to property of any type resulting from any act, omission, neglect, or misconduct in the manner of method of executing the work or due to non-execution of the contractor's work or at any time due to defective work or materials.

When and where any direct or indirect damage or injury is done to public or private property on account of any act, omission, neglect, or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of the Contractor, the Contractor shall restore, at his expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring the same as may be directed by the City, or he shall make good such damages or injury in an acceptable manner.

WATER AND ELECTRICITY

It shall be the responsibility of the Contractor to provide and maintain at his own expense an adequate supply of water and electricity required for the work. Where the Contractor desires to use water in connection with any construction work, he shall make complete and satisfactory arrangements with White House Utility District. No person shall open, turn off, interfere with, attach any pipe or hose or connect anything with any fire hydrant, stop valves or stop cock, or tap any water main unless duly authorized to do so by White House Utility District.

PUBLIC UTILITIES AND PUBLIC PROPERTY TO BE CHANGED

Where the proper accomplishment of the work requires that any property of privately owned public utilities be cut, relocated, rebuilt, or otherwise disturbed in any way, the City shall upon proper application by the Contractor, notify the utility owner to make the required changes. Prior to making application to the City, the contractor shall make all preliminary arrangement with the utility owner, including the scheduling of work. The City shall not be responsible for any delays in the accomplishment of the required changes to utilities by reason of the Contractor's failure to schedule the work properly or otherwise; and in no case shall the Contractor be allowed any claim for extension of time or additional compensation based on failure of the utility owner to make the required changes within the stipulated period of time.

SERVICE CONNECTIONS

Where service connectors or lines from water mains or sewers to the user's premises are disconnected, broken, damaged or otherwise rendered inoperative by the Contractor for any reason, the Contractor shall, at his own expense, repair or replace same and restore service to the premises at the earliest possible time.

Where service connections or lines from gas mains to the user's premises are disconnected, broken, damaged or otherwise rendered inoperative by the Contractor for any reason, Contractor shall immediately notify the user to cut off all gas appliances, and shall notify the gas utility. Under no event shall the Contractor repair the service line or otherwise restore services to the premises.

TEMPORARY SEWER AND DRAIN CONNECTIONS

When existing storm or sanitary sewers are required to be taken up, moved, or rebuilt, the Contractor, at his own expense, shall provide and maintain temporary outlets and connections for all private or public drains, sewers and sewer outlets connected to or served by the sewers to be rebuilt, and where necessary, shall provide adequate pumping facilities; and shall maintain these services until such time as the permanent sewers and connections are built and in service.

LIABILITY FOR CLAIMS (CONTRACTUAL INDEMNITY)

In addition to the requirements to procure and maintain insurance, the Contractor, also, to the fullest extent permitted by law, hereby specifically and distinctly agrees to indemnify, defend, and hold harmless the City and/or any of its employees, officers or agents, and the Public Services Director as he may act under the Contract, from all suits, actions, legal proceedings, claims, demands, costs, expenses, and attorney's fees (each a "Claim") and, from all expense in defending Claims, including without limitation court cost, attorney's fees, the amount of any judgments recovered, and any other expenses resulting from Claims for bodily injury, sickness or disease, including death resulting therefrom, sustained by any person and/or resulting from Claims for injury to or destruction of property, including loss or use thereof, caused by arising from, incident to, connected with or growing out of the performance of the contract, including without limitations, the act(s) or omission(s) of the Contractor and his agents, servants, or employees, and/or by any subcontractor and his agents, servants or employees.

CONTRACTOR'S RESPONSIBILITY FOR THE WORK

Until acceptance by the City, or by any duly authorized representative, as provided in these specifications, the work shall be under the charge and care of the Contractor and he shall take every necessary precaution to prevent injury or damage to the work or any part thereof by the action of the natural causes or from any other cause whatsoever whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good, at his own expense, all injuries or damage to any portion of the work occasioned by any of the forenamed causes before acceptance.

NO WAIVER OF LEGAL RIGHTS

Construction review by the Public Works Director, or by any of his duly authorized representative, any order, measurement or certificate by the Public Works Director, any order by the City for payment of money, any payment for, or acceptance of any work, or any extension of time or possession taken by the City, shall not operate as a waiver of any provision of the Contract or any power therein reserved to or by the City or any rights of damages therein provided. Any waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach.

SUBCONTRACT AND ASSIGNMENTS

The Contractor may utilize the services of specialty subcontractors on those parts of the work that, under normal contracting practices, are performed by specialty subcontractors with the following conditions:

1. The Contractor shall not award any work to any subcontractor without prior written approval of the City, which approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the City may require. All subcontractors shall carry insurance as specified above.
2. The Contractor shall be fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
3. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power to terminate any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents.
4. Nothing contained in this Contract shall create any contractual relation between any contractor and subcontractor and the City.
5. The Contractor shall not assign the whole or any part of this Contract or any moneys due or to become due hereunder without written consent of the City. In case the Contractor assigns all or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

CONSTRUCTION SCHEDULE

The Contractor shall begin work within 14 days of being assigned a project and shall complete said project within 30 days of the start date. Failure to complete an assigned project within the time allotted shall result in forfeiture of 2% of the project cost per day past the completion date. If the Public Services Director determines that a project will require greater than 30 days to complete, the Public Services Director and the Contractor shall negotiate a completion date prior to starting the project.

PROSECUTION OF WORK

The Contractor shall continually and diligently execute the work in such order and manner, and with an ample force of men and equipment that will accomplish the work in a safe and workmanlike manner.

SAFETY AND PROTECTION

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All persons on the Site or who may be affected by the Work;
2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

All damage, injury, or loss to any property referred to in this subsection caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by the Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the Owner or The Public Works Director, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor or any subcontractor, supplier, or other individual or entity directly or indirectly employed by any of them).

The Contractor's duties and responsibilities for safety and for protection of the work shall continue until such time as all the work is completed and the Public Services Director has issued a notice to the Owner and Contractor in accordance with this Contract that the work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

The Contractor will be required to maintain in a passable and safe condition such temporary roadways and structures as may be necessary for the accommodation of traffic on or diverted from the roadway where construction is in progress and shall provide in safe condition approaches to the temporary structures and crossings of intersection highways.

All footings, gutters, storm water inlets and portions of highways adjoining the road where construction is in progress shall not be obstructed any more or any longer than is necessary. All ditches or other obstructions shall be guarded by barricades and lanterns. MUTCD standards shall apply. Traffic coordination and safe work zone costs shall not be paid for separately.

MOBILIZATION

Mobilization costs shall not be paid for separately.

CHARACTER OF WORKERS AND EQUIPMENT

The Contractor shall comply with all federal, state and local laws, regulations and ordinances governing the employment of labor and the payment of wages thereto for work performed under this Contract. In general, the Contractor shall give preference to qualified local residents, but in no case shall he employ any person whose age or physical condition is such as to make his employment dangerous to the health or safety of him or of others employed on the work.

All workers shall have sufficient skill and experience to properly perform the work assigned to them. On any special or skilled work or in any trade, only qualified careful and efficient skilled laborer shall be used.

The Contractor shall furnish such equipment as is considered necessary for the execution of the work in an acceptable manner and at a satisfactory rate of progress.

CLEANING UP

Throughout the progress of the work, the Contractor shall keep the construction area, including storage areas used by him, free from accumulations of waste material or rubbish and shall keep his materials and equipment in a neat and orderly manner. Immediately upon completion of any section of work and before payment therefore has been made he shall remove from the site all construction equipment, temporary structures, and debris and shall restore the site to a neat, workmanlike condition. Waste material shall be disposed of at locations satisfactory to the City and at the Contractor's expense.

Accumulations of mud or debris, which are tracked on to streets or areas adjacent to the work site by construction equipment of the Contractor or any Subcontractor or Supplier, must be removed promptly and not allowed to create a hazard or an unsightly condition.

Where the Contractor has performed work on, or has made use of, private property for storage of materials or for other purposes, he shall obtain a satisfactory release from the owner of said property after completion of the work and the removal of all materials and equipment therefrom.

After completion of all work contemplated under the Contract and before final payment thereon has been made, the Contractor shall make a final clean up of the site of each separate part of the work; shall restore all surfaces to a neat and orderly condition; and shall remove all construction equipment, tools, and supplies therefrom.

The construction site(s) shall be monitored by the City Codes Enforcer to insure Contractor's compliance with all applicable City ordinances, resolutions, codes and/or the provision of this contract.

AUTHORITY OF THE PUBLIC SERVICES DIRECTOR

The Public Services Director shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The Public Services Director shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials that are to be paid for under this contract and shall decide all questions that may arise in relation to said work and the construction thereof. The Public Works Director's estimates and decisions shall be final and conclusive, except as otherwise expressly provided herein. In case any questions shall arise between the parties hereto relative to said Contract or specifications, the determination or decision of the Public Services Director shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

The Public Services Director shall interpret and decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or in dispute.

Any differences or conflicts, which may arise between the Contractor hired under this contract and other contractors performing work for the City, shall be weighed and determined by the Public Works Director, who shall make necessary cost/compensation adjustments

EMERGENCIES

In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give the Public Services Director prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If the Public Services Director determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

TIME OF CONTRACT

The time of this contract shall **expire on June 30, 2020**, unless extended by the City of White House Board of Mayor and Aldermen. **This contract may be extended for a one year period, up to three (3) times but not to exceed five years of total contract time.**

END OF GENERAL CONDITIONS

SECTION 215

SPECIAL CONDITIONS

Project Description

The work to be performed for this contract generally consists of **2018 - 2020 Paving & Milling & Milling & Milling** projects as specified herein and as directed by the City. The work to be done shall consist of furnishing all materials, supplies, and equipment; performing all labor and services incidental to or necessary for the complete construction of the projects in accordance with the specifications; and the maintenance of each completed portion of the work until final acceptance of the entire project by the City.

Project Plans

Plans, drawings, details and maps may be provided with some work assignments to insure completion of the assigned work. Construction Plans will be in keeping with these specifications.

Date of Completion

The Contractor shall start work as soon as practical and completely finish all work in a timely manner as directed by the City on each assigned project. Any repairs deemed emergency shall be tended to immediately on that work day. Delays deemed unacceptable by the City shall be grounds for termination of this Contract.

Resident Status

It shall be the Contractor's responsibility to insure that all persons employed under a contract with the City of White House, whether directly or by subcontractor, are legal residents of the United States of America or be legally authorized to work in the United States of America.

Certified Public Weigher Law

The Contractor or materials supplier shall employ a Certified Public Weigher as defined in the Certified Public Weigher Law of 1981. All applicable materials shall be measured in accordance with the Certified Public Weigher Law of 1981 on scales approved by the Public Works Director. The Contractor shall provide weigh (haul) tickets for each load delivered to the job sites.

Traffic Control

The maintenance of traffic shall be included in prices bid. Total road closures are typically not permitted on arterial or collector roadways. Total road closures on local streets will be considered on a case-by-case basis. All work to be performed within the street right-of-way shall be completed and directed with such signage, devices, and flagmen to conform to the most current edition of the Manual on Uniform Traffic Control Devices.

Project Specifications

Unless otherwise noted, this project shall be constructed in accordance with the Tennessee Department of Transportation "Standard Specifications for Road and Bridge Construction", dated January 1, 2015, including all revisions and special provisions.

Affirmative Action

Affirmative action compliance is required.

Driveways

Driveways shall be accessible at all times. **Driveway aprons will be paved a minimum of three foot from the edge of pavement.** Driveway aprons shall be paved within close proximity of the existing driveway edges a minimum of 12 foot and a maximum of 35 foot wide.

Utilities

The Contractor shall notify the Public Services Director and the White House Utility District in writing of his plan of operation three business days prior to commencing any resurfacing.

Utility adjustments necessitated by this work will be performed by White House Utility District and the City of White House's Wastewater Department. The Contractor and the utility entities will cooperate to expedite the work required by this Contract.

Pavement Removal

Any failures in existing pavement that are deemed to be stone base or sub-grade failures by the Public Services Director shall be removed to a depth of at least 2 feet and backfilled with one and a half feet of surge stone, compacted crushed stone up to the bottom of the surrounding pavement structure and with appropriate asphaltic base, leveling of surface material to the existing surface, or as directed by the Public Services Director. Surge stone, crushed stone base material, asphaltic base, leveling, and surface materials to be paid at the contract unit prices for those items.

Taxes

The Contractor will be responsible for all taxes levied against the Contractor under the laws of the State of Tennessee.

Measurement

All work shall be paid at the unit price bid, complete and in-place, and shall include all labor, incidentals and materials as listed in the Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction, 2015, (herein referenced as Sections).

Quantities

Quantities shown on **Bid Schedule** of the bid form are estimates and are for bidding purposes only. Contractor shall be paid for actual quantities established by the City of White House under this contract and that payment on the authorized quantities will be made only on the actual quantities of work completed and measured on the basis defined in the contract conditions and the specifications.

END OF SPECIAL CONDITIONS

SECTION 220

LIST OF STREETS TO BE PAVED

<u>Street Name</u>	<u>From/To</u>	<u>Proposed Work</u>
North Palmers	Tyree Spring to S. Palmers (approximately 2.0 mi.)	1.00” Leveling 1.5” Overlay
Eden Way	Hwy 76 to School (approximately 1,300 LF)	1.00” Leveling 1.5” Overlay

The list of streets may be added to or deleted from, as may be determined by the City, within the time frame of this contract.

END OF LIST OF STREETS TO BE PAVED

SECTION 222

LIST OF STREETS REQUIRING PAVEMENT MARKINGS

<u>Street Name</u>	<u>Location</u>	<u>Proposed Work</u>
North Palmers	Tyree Spring to S. Palmers (approximately 2.0 mi.)	Stop Bars DYSL
Eden Way	Hwy 76 to School (approximately 1,300 LF)	Stop Bars DYSL SWSL

Stop Bars and 100' of DYSL will be required on all side streets that are paved to the PC while doing through streets.

Note: DYSL = double yellow solid line
SWSL = single white solid line

The list of streets may be added to or deleted from, as may be determined by the City, within the time frame of this contract.

END OF LIST OF STREETS REQUIRING PAVEMENT MARKINGS

CHAPTER 3
GENERAL CONSTRUCTION
&
TECHNICAL SPECIFICATIONS

SECTION 300

TECHNICAL SPECIFICATIONS

ROADWAY SPECIFICATIONS

Unless otherwise noted, this project shall be constructed in accordance with, and all materials shall be in compliance with, the Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction, dated January 1, 2015, including all revisions and special provisions.

EROSION CONTROL

Installation and maintenance of erosion control features shall be according to the most current version of the Tennessee Department of Environment and Conservation (TDEC) Erosion and Sediment Control Handbook.

GRADING

Disturbed areas shall be graded to drain. Erosion and sediment control measures shall be installed as soon as possible. All disturbed areas shall be seeded and mulched as soon as final grade has been established. Erosion control fabric shall be placed in ditches immediately after seeding.

PAVEMENT REMOVAL

Any failures in existing pavement shall be removed to a depth of at least 2 feet and backfilled with crushed stone base up to the bottom of the surrounding pavement structure and with appropriate asphaltic base, leveling of surface material to the existing surface, **or as directed by the Public Services Director**. Crushed stone base material, asphaltic base, leveling, and surface materials to be paid at the contract unit prices for those items. The surface measurements of any pavement, base, or sub-base removal shall be made in square yards by the Public Services Director prior to backfilling.

MILLING

Special attention shall be given to the milling operation and subsequent paving. No street shall be considered ready for asphalt until it is cleaned to the satisfaction of the Public Services Director.

At intersections, the milling operation shall be taken through the radius of the intersecting street unless otherwise directed by the Public Services Director.

Milling depth at curb shall be 1.5" tapering to less than 0.25" at width of milling machine unless otherwise directed by the Public Services Director.

STREET PAVING

Asphalt surface mix shall be Grading E, PG64-22 (Section 411), unless otherwise directed by the Public Services Director, or his designee.

All roadway shoulders shall be clipped to remove high areas to from the edge of the existing pavement to provide proper drainage towards the roadside ditches. Shoulder clipping shall be completed prior to ditch improvements and commencement of paving. No additional compensation will be provided for pavement preparation; the cost shall be included in the prices bid.

The existing pavement surface shall be thoroughly cleaned of all dirt and loose particles prior to the application of tack coat. All material shall be removed and disposed of by the Contractor. Shoulders shall be clipped and waste clippings removed from the right-of-way.

An approved weed killer shall be applied to shoulders and curb lines at least 24 hours prior to paving. Joints and cracks shall be cleaned of dirt and vegetation growth. No additional compensation will be provided for pavement preparation; the cost shall be included in the prices bid.

All speed bumps shall be removed prior to paving; the cost shall be included in prices bid.

Driveway ramps within the travel lanes shall be removed prior to paving; the cost to be included in prices bid.

A proper crown of 0.02 ft/ft shall be maintained for the length of overlay, except where otherwise indicated by the Public Services Director.

Tack coat shall be applied prior to overlay at a rate per TDOT Standard Specifications.

**END OF GENERAL CONSTRUCTION
AND
TECHNICAL SPECIFICATIONS**