

**PUBLIC NOTICE
INVITATION TO BID # 1303**

The City of Springfield Parks and Recreation Department will be accepting sealed bids for the following:

ELMWOOD CEMETERY ROAD EXPANSION CONSTRUCTION

Bid specifications may be downloaded at www.springfieldtn.gov. Contact Terry Martin, Director of Parks, at 615-382-1655 for questions and additional information. Please reference Bid #1303 on the outside of the **sealed** envelope. Sealed bids must be received in the Office of the City Recorder, 405 North Main Street, Springfield, TN 37172 by 2:00 p.m., local time, on Tuesday, November 12, 2024.

The City of Springfield reserves the right to reject any and all bids.

Lisa H. Crockett
City Recorder

TABLE OF CONTENTS

The following table of contents outlines the list for Elmwood Cemetery Expansion Road construction documents. The bidder is advised that this proposal and any and all addenda and/or change orders related thereto are hereby defined in whole as the "Contract Documents" and no separation of same will be considered.

Conflicts between any part of the contract documents shall be brought to the owner's attention prior to the receiving of bids. The bidder is responsible for verifying that all documents have been included.

Table of Contents

Invitation for Bid	3
Notice to Bidders -Title VI of the Civil Rights Act 1964	4
Notice to Bidders - Disadvantaged Business Enterprise Policy	5
Notice to Bidders -Drug Free Workplace Notice Policy and Affidavit	6
Notice to Bidders -Iran Divestment Act Notice and Affidavit.....	8
Special Provision -Employing and Contracting with Illegal Immigrants	11
Special Provision - Notice to Proceed	13
Special Provision – Site Plans.....	14
Specifications	15
Bid Bond.....	17
Bid for Unit Price Contract.....	19
Contract Payment and Performance Bond	23
Contract.....	27
Certificate of Owner's Attorney.....	30

**INVITATION TO BID #1303
ELMWOOD CEMETERY ROAD EXPANSION CONSTRUCTION**

This project is for the **CONSTRUCTION OF A NEW ROAD EXPANSION IN ELMWOOD CEMETERY** located on Richard Street. The new road includes excavation, grading, installation of 8-inch limestone base, 2 inches of B modified, ½ inch of E mix, (3) 14-inch concrete culverts, (1) Head Wall, and (1) Catch Basen.

Bids will be received until 2:00 PM, LOCAL TIME, November 12, 2024, at which time and place bids will be publicly opened and read aloud. Sealed bids must be mailed to: **Office of the City Recorder, 405 North Main Street, Springfield, TN 37172.**

All applicable forms must be completed and each envelope shall bear on the outside the following: Bid number, bidder's name, address, license number, and expiration date, that part of classification applying to the bid, the date and time of the bid opening and the project name and/or contract number. Failure to show these items on the outside of the envelope will result in the bid being returned to the bidder unopened. Faxed proposals are not accepted.

A Cashier's check or Bid Bond in an amount of not less than five percent (5%) of the bid submitted must accompany each bid. A Payment and Performance in an amount of one hundred percent (100%) of the contract will be required for the successful bidder. All bidders shall be a licensed Contractor as required by the State of Tennessee Contractor's Licensing Act of 1976.

Unless otherwise specified, all construction, equipment, and materials shall be as specified by the Tennessee Department of Transportation, Standard Specifications for Road and Bridge Construction, latest edition.

Addenda to the Proposal will be acknowledged by all bidders. Failure to acknowledge receipt of Addendum Letters is grounds for rejection.

IF YOU INTEND TO BID ON THIS PROJECT, PLEASE CONTACT MELISSA BROWN, CITY CLERK, BY EMAIL AT melissa.brown@springfieldtn.gov OR BY PHONE AT (615) 380-8706, IN ORDER TO ENSURE RECEIPT OF ANY AND ALL ADDENDA AND/OR CHANGE ORDERS.

Effective for all contracts the CITY OF SPRINGFIELD will not hold retainage. In addition, the BIDDER will not be able to hold retainage from the bidder.

It shall be the bidders' responsibility to confirm that the Proposal Bid contains all the documents indicated on the Table of Contents. Should any omissions occur, the appropriate documents may be obtained from the Parks Department.

The City reserves the right to reject any and all bids.

NOTICE TO BIDDERS

Title VI of the Civil Rights Act of 1964

It is the policy of the CITY OF SPRINGFIELD to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law. The city complies with Title VI of the Civil Rights Act of 1964. Title VI requires that no person 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 any program or activity receiving federal financial assistance. With regard to all aspects of this contract, BIDDER certifies and warrants it will comply with this policy.

Further, the CITY OF SPRINGFIELD agrees to comply with the Department of Transportation Implementing Regulations (49 CFR Part 21).

Any person who believes they have been discriminated against should contact Candice Tillman, Title VI Coordinator, at Springfield City Hall.

The Tennessee Department of Transportation (TDOT) requires that recipients of federal and state funding maintain records of the ethnic and gender groups who are awarded bids on these projects.

For Title VI compliance purposes, we ask for voluntary disclosure of the following information:

Gender: Male _____ Female _____

Rac e: Caucasian _____

 African
 American _____

 Hispanic _____

 Other (please specify) _____

NOTICE TO BIDDERS

Disadvantaged Business Enterprise Policy

It is the policy of the CITY OF SPRINGFIELD that Disadvantaged Business Enterprises (DBE's), to affirmatively ensure that any contract entered into pursuant to this contract, DBE's will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of age, race, color, religion, national origin, sex, or disability in consideration for an award.

All BIDDERS providing professional services for the CITY OF SPRINGFIELD shall take all necessary and reasonable steps in accordance with 49 CFR, Part 26, to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The BIDDER shall not discriminate on the basis of age, race, color, religion, national origin, sex, or disability in the award of subcontracts.

NOTICE TO BIDDERS

Drug Free Workplace Policy

The CITY OF SPRINGFIELD is a Drug Free Workplace and requires all BIDDERS with "no less than five (5) employees receiving pay who contract with the City to provide services", to prepare and include with their bid documents an Affidavit certifying compliance with the Drug Free Workplace Program as stipulated in Tennessee Code Annotated (TCA) 50-9-101 through 50-9-113. The statute forbids any local government from entering into any contract or awarding any contract for services with any employer who has not provided the affidavit of compliance.

DRUG FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with the **CITY OF SPRINGFIELD** 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 (S) 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 SAYETH NOT.

Principal Officer

STATE OF _____

COUNTY OF _____

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.

SUBSCRIBED AND SWORN to me before this day of _____, 20_____.

(SEAL)

Notary Public

My Commission Expires: _____

IRAN DIVESTMENT ACT

NOTICE

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.

For these purposes, the State intends to use the attached list of “Entities determined to be non-responsive bidders/offerers pursuant to the New York State Iran Divestment Act of 2012.”

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.

List Date: December 4, 2023

Source: <https://www.ogs.ny.gov/iran-divestment-act-2012>

1. Ak Makina, Ltd.
2. Amona
3. Bank Markazi Iran (Central Bank of Iran)
4. Bank Mellat
5. Bank Melli Iran
6. Bank Saderat Iran
7. Bank Sepah
8. Bank Tejarat
9. China Precision Machinery Import- Export Corporation (CPMIEC)
10. ChinaOil (China National United Oil Corporation)
11. China National Offshore Oil Corporation (CNOOC)
12. China National Petroleum Corporation (CNPC)
13. Indian Oil Corporation
14. Kingdream PLC
15. Naftiran Intertrade Co. (NICO)
16. National Iranian Tanker Co. (NITC)
17. Oil and Natural Gas Corporation (ONGC)
18. Oil India, Ltd.
19. Persia International Bank
20. Petroleos de Venezuela (PDVSA Petróleo, SA)
21. PetroChina Co., Ltd.
22. Petronet LNG, Ltd.
23. Sameh Afzar Tajak Co. (SATCO)
24. Shandong FIN CNC Machine Co., Ltd.
25. Sinohydro Co., Ltd.
26. Sinopec Corp. (China Petroleum & Chemical Corporation)
27. SKS Ventures
28. SK Energy Co., Ltd.
29. Som Petrol AS
30. Unipet (China International United Petroleum & Chemicals Co., Ltd.)
31. Zhuhai Zhenrong Co.

IRAN DIVESTMENT ACT

“By the 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 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 a person included within the list created pursuant to § 12-12-106.”

Signature: _____

Date: _____

Title: _____

STATE

OF

TENNESSEE

Rev: October 10, 2016

January 1, 2021

SPECIAL PROVISION

REGARDING

EMPLOYING AND CONTRACTING WITH ILLEGALIMMIGRANTS

The requirements of Public Acts of 2006, Chapter Number 878, of the State of Tennessee, addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the City, shall be a material provision of this contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

1. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.
2. Prior to the use of any subcontractor in the performance of this Contract, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this contract.
3. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the City.

The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the City to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the City to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract.

For purposes of this policy, "illegal immigrant" shall be defined as non-citizen who has entered the United States of America without federal government permission or stayed in the county beyond the period allowed by a federal government-issued visa authorizing the non-citizen to enter the country for specific purposes and a particular time period.

ATTESTATION REGARDING PERSONNEL USED IN CONTRACT PERFORMANCE

Contractor Legal Entity Name:	
Federal Employer Identification or Social Security Number:	

The contractor, identified above, does hereby attest, certify, warrant, and assure that the contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this CONTRACT and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this CONTRACT.

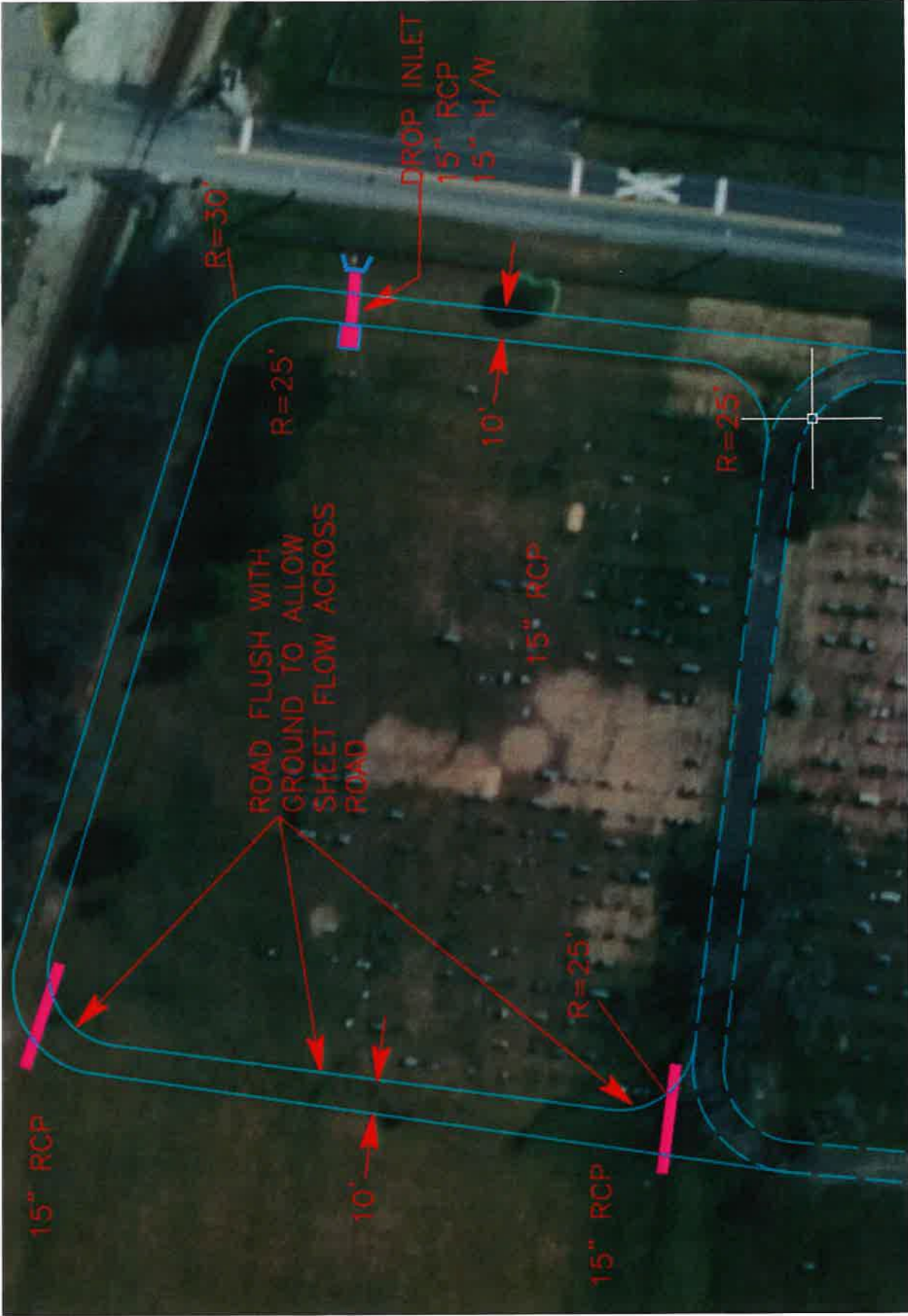
SIGNATURE _____ **DATE** _____

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the BIDDER. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the contractor.

SPECIAL PROVISION
Notice to Proceed

Contractor hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project by January 1, 2025, thereafter, as stipulated in the specifications. Contractor further agrees to pay as liquidated damages the sum \$300.00 for each calendar day thereafter as hereinafter provided.

Contractor further hereby agrees to commence work under this contract on or before 10 Calendar Days of the date of the "Notice of Call Out" from the Owner and to fully complete the portion stipulated in the "Call-Out" within 20 Calendar Days. Contractor further agrees to pay as liquidated damages the sum \$300.00 for each Calendar Day thereafter for either of the above, as hereinafter provided. If liquidated damages are assessed for this "Notice of Call-Out", they shall be cumulative to any other liquidated damages assessed for the completion of the entire project.



Bid Specifications

1. Prior to commencement of work, the successful bidder shall be required to provide the CITY OF SPRINGFIELD the following:
 - a. Certificate of Insurance
 - b. Submitting a Mix Design and receipt of written approval of the proposed mix(s) by the Director of Public Works.
 - c. AC-20 content of Mix: "B-M" 4.5% minimum
"C-S" 6.0% minimum
"C-W" 5.5% minimum
"E or D" 6.0% minimum
 - d. All documents shall be executed and returned to the CITY OF SPRINGFIELD.
2. Prior to applying the base limestone layer, contractor will contact the Public Works Construction Inspector for proof rolling test to insure compaction of the subbase. Proof Rolling will consist of a loaded tandem dump truck in presence of the construction inspector.
3. Prior to applying the binder mix on top of the 8" limestone base the Public Works department shall be contacted to observe a proofing roll to ensure the base has been compacted to the satisfaction of the CITY. Proof Rolling will consist of a loaded tandem dump truck in presence of the construction inspector.
4. Before surfacing of road extension, an application of Bituminous material (tack coat) shall be applied to the clean and dry surface.
5. The accepted quantities of Hot Mix Asphalt shall be measured by the weight ticket, certified by a Tennessee Certified Public Weightier and will be paid for at the respective contract unit prices per ton for the combined mix of aggregate and asphalt cement.
6. Hot Mix Asphalt Surface Material shall consist of virgin material only. Hot Mix Asphalt Binder Mix or other mixes may consist of some recycled materials but shall be approved by the Engineer before placing materials.
7. Unless otherwise specified, all construction, equipment, and materials shall be as specified by the Tennessee Department of Transportation, Standard Specifications for Road and Bridge Construction.
8. Any construction in the judgement of the Engineer which does not meet the minimum standards (i.e., density, segregation, etc.) of the Tennessee Department of Transportation may be rejected, and/or removed and replaced, and/or addition testing maybe required at no expense of the CITY.
9. Quantities are for bid purposes only and maybe be increased, decreased, or deleted without any additional compensation to the BIDDERS.

10. The BIDDER shall be responsible to determine the exact location of utilities and underground structures, and for any damages that may incur to said utilities.
11. All concrete curbs, inlets, head walls, curb, and gutter, sidewalks, handicap ramps etc. shall be constructed with TDOT Class "A" concrete and shall conform to all TDOT specifications.
12. The BIDDER will provide erosion controls.

The City reserves the right to reject any and all bids

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ as **PRINCIPAL**,

And _____ as **SURETY**,

are hereby and firmly bound unto CITY OF SPRINGFIELD, TENNESSEE as "**OWNER**" in the penal sum of

_____ for the payment which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed, this _____ day of _____, 20_____

The Condition of the above obligation is such that whereas the **PRINCIPAL** has submitted to _____ a certain bid, attached

Hereto and hereby made a part hereof to enter into a contract in writing, for the

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate.
- (b) If said Bid shall be accepted and the **PRINCIPAL** shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the **SURETY** for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligation of said **SURETY** and its BOND shall be in no way impaired or affected by an extension of the time within which the **OWNER** may accept such BID; and said **SURETY** does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the **PRINCIPAL** and the **SURETY** have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.) Principal

Surety

SEAL

By: _____

BID FOR UNIT PRICE CONTRACT

Proposal of _____ (hereinafter call "BIDDER")
to the CITY OF SPRINGFIELD, TENNESSEE (hereinafter called "**OWNER**")

Project: Road expansion located in Elmwood Cemetery; any other miscellaneous items of construction as directed by the Public Works Director; having examined the plans and specifications with the related documents and the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part. Unless otherwise indicated in the plans or specifications all work is to be performed and all quantities calculated by the specifications of the Tennessee Department of Transportation, Standard Specifications for Road and Bridge Construction, latest edition.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the **OWNER** and to fully complete the project by January 1, 2025. Hereafter as stipulated in the specifications. **BIDDER** further agrees to pay as liquidated damages the sum **\$300.00** for each Calendar Day thereafter as hereinafter provided.

BIDDER further hereby agrees to commence work under this contract on or before 15 Calendar Days of the date of the "Notice to Proceed of the **OWNER** and to fully complete the portion stipulated in the "Call-Out" within 25 Calendar Days. **BIDDER** further agrees to pay as liquidated damages the sum of **\$300.00** for each consecutive calendar day thereafter as hereinafter provided. If liquidated damages are assessed for a "Call-Out", they shall be cumulative to any other liquidated damages assessed for the completion of the entire project.

The **BIDDER** hereby declares that he/she holds a BIDDER's License No. _____ as issued by the State Authority in which this work is to be done and that this license is in effect until _____, 20____, and that he/she will maintain his/her license in force and effect during the life of the contract, including and the guarantee period.

Upon receipt of written notice of acceptance of this bid, the **BIDDER** will execute and deliver to the **OWNER** within **ten (10) days** the formal construction contract attached and the Performance and Payment Bonds.

The bid security attached in the sum of _____

_____ (\$ _____)

is to become the property of the **OWNER** in the event the contract and bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the **OWNER** caused thereby.

BIDDER acknowledges receipt of the following addendum:

UNIT PRICE CONTRACT
BID 1303- ELMWOOD CEMETERY ROAD EXPANSION CONSTRUCTION

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
100	Excavation Soil /Relocate Soil/Grading	1	Each		
101	Crushed Limestone Base Type A, Grade D Depth of 8"	450	TON		
102	2" Hot Mix Asphalt Grade B-M	125	TON		
103	1.5" Hot Mix Asphalt Grade E	100	TON		
104	15" RCP	56	LF		
105	Inlet JB# 3101 (28x28) 0'-4'	1	Each		
106	15" Headwall	1	Each		
107	Wire Backed with Metal Post Silt Fencing	850	LF		
TOTAL					

Quantities and items are for bid purposes only and may be increased, decreased or deleted or work may be performed by city personnel without any additional compensation to the **BIDDER**. The above unit prices shall include all labor, materials, bailing, shoring removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

BIDDER understands that the OWNER reserves the right to reject any or all bids and to waiver any informalities in the bidding.

NOTES:

1. All bid prices for hot mix asphalt shall be the combined aggregate and asphalt cement. Gradation, aggregate, construction, etc. shall be as specified by the latest Special Provision of the Tennessee Department of Transportation, Virgin Materials Only, except in Binder mix, if approved by Engineer.

Upon receipt of written notice of acceptance of this bid, the **BIDDER** will execute the formal contract attached within 10 and deliver the Performance and Payment Bonds. The bid security attached in the sum of

(\$ _____) is to become the property of the **OWNER** in the event the contract and bonds 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:

Signature of Owner or Corporate Officer

Print Name

Title

Date

Company

Phone

Address

Email

CONTRACT PAYMENT AND PERFORMANCE BOND

No. _____

Be it known that _____, as Principal
And _____, as Surety(ies) all authorized to do
business in the State of Tennessee, hereby bind themselves to the CITY OF SPRINGFIELD,
Tennessee, and other potential claimants, for all obligations incurred by the
Principal under its contract with the CITY OF SPRINGFIELD, Tennessee, for the construction of
the above identified contract; in the full contract amount of

_____ (\$ _____).

The obligations of the Principal and Surety(ies) under these payment and performance bonds shall continue in full force and effect until all materials, equipment and labor have been provided AND all requirements contained in the contract, plans and specifications have been completed in a timely, thorough and workmanlike manner. The parties agree that these bonds are statutory in nature and are governed by the provisions contained in Title 12, chapter 4 and Title 54, chapter 5 of the Tennessee Code Annotated relating to bonds required of BIDDERS and that those provisions constitute a part of this bond.

By this instrument, the Principal and Surety(ies) specifically bind themselves, their heirs, successors, and assigns *in solido*, under the following bonds:

Payment Bond. To the CITY OF SPRINGFIELD, Tennessee and all "Claimants," as contemplated by T.C.A. Title 54, Chapter 5, in the full contract amount of _____

(\$ _____), in order to secure the payment in full of all timely claims under the project.

Performance Bond. To the CITY OF SPRINGFIELD, Tennessee in the full contract amount of _____

(\$ _____), in order to secure the full and faithful performance and timely completion of the project according to its plans and specifications, inclusive of overpayments to the BIDDER and liquidated damages as assessed.

Upon receipt of notice that the principal is in default under the contract, the Surety(ies) shall undertake to complete performance, without regard to cost. If the Surety(ies) fail or refuse to complete performance of the contract, the City may then proceed with the work in any lawful

manner that it may elect until it is finally completed. When the work is thus finally completed, the total cost of the same will be computed. All costs and charges incurred by the City in completing the Work will be deducted from any monies due or which may become due to the principal. If the total costs of completion exceed the sum which would have been payable under the Contract, then the Principal and the Surety(ies), *in solido*, shall be liable for and shall pay to the City the amount of such excess.

In witness whereof we have signed this instrument as dated.

Principal/BIDDER 1 _____

By: _____ Date _____

Printed Name and Title

(For Joint Venture)

Principal/BIDDER 2 _____

By: _____ Date _____

Printed Name and Title

Surety 1

Surety 2

By: _____
Attorney-in-fact

By: _____
Attorney-in-fact

Print Name

Print Name

Agency Name

Agency Name

Street Address

Street Address

City, State, Zip

City, State, Zip

(Seal)

(Seal)

Subsequent correspondence/communication from CITY OF SPRINGFIELD, Tennessee with respect to monthly progress reports and/or the contract bonds should be directed to:

For Surety 1

For Surety 2

Name

Name

Address

Address

City, State, Zip

City, State, Zip

Phone Number

Email

Phone Number

Email

CONTRACT

THIS **CONTRACT**, made this _____ day of _____, 2024 and between THE CITY OF SPRINGFIELD, TENNESSEE, herein called the "**OWNER**", and _____ of _____ a _____ of _____ County of _____ and State of _____

Hereinafter called "**BIDDER**".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the **OWNER**, the **BIDDER** hereby agrees with the **OWNER** to commence and complete the construction described as follows:

Project: Construction of a new expansion road located in Elmwood Cemetery; installation of three (3) 15-inch culverts, (1) inlet, (1) headwall, installing a road consisting of sub-base, base, and surface; any other miscellaneous items of construction as directed by the Parks Director; having examined the plans and specifications with the related documents and the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part. Unless otherwise indicated in the plans or specifications all work is to be performed and all quantities calculated by the specifications of the Tennessee Department of Transportation, Standard Specifications for Road and Bridge Construction, latest edition.

Hereinafter called the **PROJECT**, for the sum of _____ Dollars (\$ _____),

and all extra work in connection therewith, under the terms as stated in the General Provisions, Special Conditions, Specifications and any Addenda or Modifications of the Contract; and at this (it's or their) own property cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Provisions, Supplemental General Conditions, Special Conditions, Special Specifications of the Contract, Addenda and Modifications, the Tennessee Department of Transportation, Standard Specifications for Road and Bridge Construction, the plans, which include maps, details, plats, blue prints, other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Clayton Moore, Director of Public Works herein entitled the Engineer, and as encumbered in Part 1 of the General Provisions, all of which are made a part hereof and collective evidence and constitute the contract.

The **BIDDER** hereby agrees to commence work under this contract on or before the date indicated on the written "Notice to Proceed" of the **OWNER** and to fully complete the project by January 1, 2025. The **BIDDER** further agrees to pay, as liquidated damages, the sum of \$300.00 for each Calendar Day thereafter as hereinafter provided in the specifications.

The OWNER reserves the right to extend this contract for an additional (5) five months after the January 1, 2025 contract completion date, with the mutual consent of both parties.

BIDDER further hereby agrees to commence work under this contract on or before 15 Calendar Days of the date of the "Notice of Call Out" from the **OWNER** and to fully complete the portion stipulated in the "Call-Out" within 25 Calendar Days. **BIDDER** further agrees to pay as liquidated damages the sum of \$300.00 for each Calendar Day thereafter, for either of the above, as hereinafter provided. If liquidated damages are assessed for this closure, they shall be cumulative to any other liquidated damages assessed for the completion of the entire project.

The **OWNER** agrees to pay the **BIDDER** in current funds for the performance of the contract, subject to additions and deductions, as follows: on or about the first of the month, the **BIDDER** shall prepare and submit to the **ENGINEER** for approval a duly certified estimate of the work performed during the preceding calendar month. Upon **ENGINEER** approval of the estimate, and not later than the thirty (30) days after submittal by the **BIDDER**, the **OWNER** shall pay to the **BIDDER** the value of the estimate.

Final payment shall be made to the **BIDDER** by the **OWNER** within thirty (30) days after:

- a. The completion of the **PROJECT**;
- b. The approval by the **ENGINEER** of all work performed under the contract;
- c. The acceptance of the work by the **OWNER**;
- d. An affidavit by the **BIDDER** to the effect that payment has been made for all labor, materials and subcontractors for the construction of the **PROJECT**.
- e. Submitting of all test results to the Engineer for approval if applicable to contract.
- f. Submission of payroll sheets indicating compliance with Highway Prevailing Wage Rates if applicable to contract.
- g. The preparation by the **BIDDER** and approval by the **ENGINEER** of a final estimate of the cost of the completed work.

The **BIDDER** shall protect, indemnify and save harmless the **OWNER** from any and all damage, loss, claims, judgments or expenses, including but not limited to reasonable attorney's fees, which the **OWNER** may suffer or be subjected to by the performance of the work, including but not without limitation to injury or death of any person whomever and destruction or damage to any property whatever.

This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Final payment to the **BIDDER** shall equal the approved final estimate of cost less the aggregate of all previous payments to the **BIDDER**, and less all liquidated damages assessed in accordance with the terms of this CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in two (2) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

THE CITY OF SPRINGFIELD, TENNESSEE

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, duly authorized and acting legal representative of City of Springfield, Springfield, Tennessee do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representative; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signed: _____ Date: _____