

CITY OF SPRINGFIELD
Public Works Department
2809 Clinard Drive
Springfield, Tennessee 37172
615.384.2746
www.SpringfieldTN.Gov
Email: PublicWorks@SpringfieldTN.Gov

BID #1291

**PAVING CONTRACT
CONTRACT #PW2406**

Bid Opening: 2:15 p.m., July 16, 2024

**PUBLIC NOTICE
INVITATION TO BID #1291**

The City of Springfield Public Works Department will be accepting sealed bids for the following:

**PAVING CONTRACT #PW2405
for Street Construction, Maintenance and Repair**

To obtain bid documents contact Melissa Brown at melissa.brown@springfieldtn.gov. You may also reach her by phone at 615.380.8706. Contact Clayton Moore, PE, Director of Public Works, at 615-384-2746 for additional information. Reference bid #1291 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 2:15 p.m. local time, July 16, 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 of the **PAVING CONTRACT #PW2405 for Street Construction, Maintenance and Repair** 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.

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INVITATION TO BID
PAVING CONTRACT #PW2405

PROPOSAL BID #1291

Project: Paving or resurfacing with hot mix asphalt materials on certain streets; excavation and installation of ADA approved handicap crossing at certain intersections; base and paving of certain walking paths and parking areas in City; adjustment of manholes, valves, catch basins; the miscellaneous cold planning; possible excavation for widening (2.5 feet on the shoulders) of other streets; concrete curb and gutter, concrete curb and sidewalk; painting of parking lines and pavement markings; equipment rental; shoulder construction with bituminous surface treatment and miscellaneous guardrail maintenance or installation and traffic control per MUTCD Manual and other miscellaneous items of construction as directed by the Public Works Director.

Proposals are invited for a contract for the work of the above project. Proposals will be received until **2:15 p.m.**, local time, **July 16, 2024**, at which time and place sealed proposals will be publicly opened and read aloud. Fax proposals will not be considered. Proposals should be directed to the attention of:

Office of the City Recorder
405 North Main Street
Springfield, Tennessee 37172
615-382-2200

To obtain bid documents contact Melissa Brown at melissa.brown@springfieldtn.gov.

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. Payment and Performance in an amount of one hundred percent (100%) of the contract will be required for the successful bidder.

Bid proposal book shall be enclosed in a sealed envelope with all applicable forms completed. Each envelope shall bear on the outside the following: **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 proposal being returned to the bidder unopened.

Bidder must submit a DRUG FREE WORKPLACE AFFIDAVIT. Each bidder shall be a licensed BIDDER as required by the State of Tennessee BIDDER's Licensing Act of 1976.

This project does contain Tennessee Department of Transportation “Price Adjustment for Bituminous Materials”.

The initial completion date for this contract is **June 30, 2025**. The City of Springfield reserves the right to extend this contract with the mutual consent of both parties.

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.

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 Public Works Department.

The CITY OF SPRINGFIELD 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 _____
Race:	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 (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The **COMPANY** is in compliance with T.C.A. § 50-9-113.

FURTHER AFFIANT 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: _____

SP102I

SP102I

STATE

OF

TENNESSEE

Rev: October 10, 2016

January 1, 2021

SPECIAL PROVISION

REGARDING

EMPLOYING AND CONTRACTING WITH ILLEGAL IMMIGRANTS

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. The Contractor shall reaffirm this attestation, in writing, by submitting to the City a completed and signed copy of the "Attestation Form" provided by the City semi-annually during the period of this Contract.
2. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, 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 country 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

Contract Number:	
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.

NOTICE TO PROCEED

SPECIAL PROVISION

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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 June 30, 2025, thereafter, as stipulated in the specifications. Contractor further agrees to pay as liquidated damages the sum of \$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 of \$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.

The Contractor will be allowed to use daytime one lane closures, provided all signs, temporary traffic control devices and flagmen per MUTCD are posted on each end of the one lane closure and approved by the Engineer.

SP109B

STATE

(Rev: 05-16-16)

(Rev: 04-01-19)

(Rev: 11-08-19)

OF

SP109B

TENNESSEE

January 1, 2021

SPECIAL PROVISION

REGARDING

PAYMENT ADJUSTMENT FOR BITMINOUS MATERIAL

This Special Provision covers the method of payment adjustment for bituminous materials.

100% Virgin Bituminous Material

A payment adjustment will be made to compensate for increases and decreases of 5% or more in the contractor’s bituminous material cost. The normal bid items in the contract covering the bituminous material shall not be changed. Payment adjustments (+/-) shall be paid under “Payment Adjustment for Bituminous Material” and calculated as described herein:

A “Bituminous Material Index” will be established by the Tennessee Department of Transportation prior to the time the bids are opened. This “Basic Bituminous Material Index” is the average of the current quotations on P.G. 64-22 from suppliers furnishing asphalt cement to contractors in the State of Tennessee. These quotations are the cost per ton f.o.b. supplier’s terminal.

The “Basic Bituminous Material Index” for this Project is **\$628.64** per ton.

The “Monthly Bituminous Material Index” is also established on the first day of each month by the same method. A payment adjustment shall be made provided the “Monthly Bituminous Material Index” varies 5% or more (+/-) from the “Basic Bituminous Material Index”.

Where the price index varies 5% or more, the payment adjustment will be made as follows:

$$PA = [Ic - Ib] \times T$$

Where:

PA = Price Adjustment for Adjustment Month

Ib = Basic Bituminous Material Index

Ic = Monthly Bituminous Material Index

T = Tons bituminous material for Adjustment Month

Payment adjustment will be applied to all asphalt cement, asphalt emulsion, or bituminous material used for paving on this project.

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Upon the expiration of the allocated working time, as set forth in the original contract or as extended by Change Order, payment adjustments for bituminous material will continue to be made only when the “Monthly Bituminous Material Index” is **less** than the “Basic Bituminous Material Index” and varies 5% or more.

Payment adjustment, for bituminous material used after the expiration of the allocated working time and where the “Monthly Bituminous Material Index” **exceeds** the “Basic Bituminous Material Index”, will **not** be made until after the contract records have been approved by Final Records (FR)/Materials & Tests (MT) and a Final Estimate is ready to be processed. Upon contract record approval by FR/MT, payment adjustments for bituminous material shall be calculated for each month where the allocated working time has expired, the “Monthly Bituminous Material Index” **exceeds** the “Basic Bituminous Material Index”, and the indices vary 5% or more. The calculation of the bituminous payment adjustment shall be made using the “Monthly Bituminous Material Index” or the “Bituminous Material Index for Contract Completion Date” in accordance with following formulas:

The “Bituminous Material Index for Contract Completion Date” is the Monthly Bituminous Material Index in effect on the allocated Contract Completion Date or on the completion date as Contract Completion Date”.

The “Monthly Bituminous Material Index” is **less** than the “Bituminous Material Index for Contract Completion Date”.

$$PA = [lc - lb] \times T$$

The “Monthly Bituminous Material Index” is **greater** than the “Bituminous Material Index for Contract Completion Date”.

$$PA = [lcd - lb] \times T$$

Where:

- PA = Price Adjustment for Adjustment Month
- lb = Basic Bituminous Material Index
- lc = Monthly Bituminous Material Index
- lcd = Bituminous Material Index for Contract Completion Date (or as extended by Change Order”
- T = Tons bituminous material for Adjustment Month

FOR REFERENCE ONLY

Site Manager calculates the price adjustment based on the actual amount of asphalt cement (residue) in the emulsion using the following percentages:

- tack coats and shoulder sealants (e.g., SS-1, SS-1h, CSS-1, Css-1h) 63% residue
- prime coats (e.g., AE-P) 54% residue

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-scrub seals and micro surfacing (e.g., CQS-1HP)	65% residue
-chip seals (e.g., CRS-2, CRS-2P)	69% residue
-hot in-place recycle (ARA-3P)	63% residue

SP109B**Mixes Containing Recycled Bituminous Material**

The quantity of virgin asphalt cement in tons subject to payment adjustment in recycled mixes shall be the product of the total tons of each mix multiplied by the difference between (1) the percent of asphalt cement specified for bidding purposes and (2) the percent of asphalt cement obtained from the recycled asphaltic material (RAP) used in each mix. No payment adjustment under this special provision for increases and decreases in the contractor's cost for virgin asphalt cement in recycled mixes will be allowed for asphalt cement content in excess of the percent specified for bidding purposes, as all payment adjustments for asphalt cement in the mix design of recycled mixes in excess of the percent of asphalt cement specified for bidding purposes will be made in accordance with the Standard Specifications.

No payment adjustment for bituminous material containing RAP shall be made unless the "Monthly Bituminous Material Index" varies 5% or more from the "Basic Bituminous Material Index" indicated in this Special Provision.

Where the price index varies 5% or more, the payment adjustment will be made as follows:

PA =	$[Ic - Ib] \times \frac{[BA - RA]}{100} \times Tm$
PA =	Price Adjustment for Adjustment Month
	Ib = Basic Bituminous Material Index
Ic =	Monthly Bituminous Material Index
BA =	Percent asphalt specified for bidding purposes
RA =	Percent asphalt obtained from recycled asphaltic material used in each mix
Tm =	Tons asphalt mix for adjustment month

Upon the expiration of the allocated working time, as set forth in the original contract or as extended by Change Order, payment adjustments for bituminous material containing RAP will continue to be made only when the "Monthly Bituminous Material Index" is **less** than the "Basic Bituminous Material Index" and varies 5% or more.

Payment adjustment, for bituminous material containing RAP provided after the expiration of the allocated working time and where the "Monthly Bituminous Material Index" **exceeds** the "Basic Bituminous Material Index", shall **not** be made until after the contract records have been approved by Final Records (FR)/Materials & Tests (MT) and a Final Estimate is ready to be processed. Upon contract record approval by FR/MT, payment adjustments for bituminous material containing RAP shall be calculated for each month where the allocated

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working time has expired, the "Monthly Bituminous Material Index" **exceeds** the "Basic Bituminous Material Index", and the indices vary 5% or more. The calculation of the bituminous payment adjustment shall be made using the "Monthly Bituminous Material Index" or the "Bituminous Material Index for Contract Completion Date" in accordance with the following formulas:

The "Bituminous Material Index for Contract Completion Date" is the Monthly Bituminous Material Index in effect on the allocated Contract Completion Date or on the completion date as extended by Change Order.

The "Monthly Bituminous Material Index" is **less** than the "Bituminous Material Index for Contract Completion Date".

$$PA = [I_{cd} - I_b] \times \frac{[BA - RA]}{100} \times T_m$$

The "Monthly Bituminous Material Index" is **greater** than the "Bituminous Material Index for Contract Completion Date".

$$PA = [I_c - I_b] \times \frac{[BA - RA]}{100} \times T_m$$

Where:

PA =	Price Adjustment for Adjustment Month	I _b =	Basic Bituminous Material Index
I _c =	Monthly Bituminous Material Index		
I _{cd} =	Bituminous Material Index for Contract Completion Date (or as extended by Change Order)		
BA =	Percent asphalt specified for bidding purposes		
RA =	Percent asphalt obtained from recycled asphaltic material used in each mix		
T _m =	Tons asphalt mix for adjustment month		

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. Streets being resurfaced with hot mix asphalt shall maintain an average thickness of 1.50 inches (uncompacted, approximately 165 lbs. per sq. yd.) or as directed by the Engineer.
3. The CITY OF SPRINGFIELD will be responsible for any patching that may be required, de—grassing, etc.
4. BIDDER will be responsible for removal and disposal of any foreign material and sweeping of the existing pavement, immediately before resurfacing.
5. Immediately before resurfacing of a street, an application of Bituminous material (tack coat) shall be applied to the clean and dry surface. All costs for materials, equipment, and labor for the application of the tack coat shall be included in the cost of other items of construction.
 - a. Application Rate: 0.03 gal per square yard
 - b. Application Rate for cold planned surfaces: 0.1 gal per
 - c. square yard or as directed by the Engineer.
 - d. Material: SS—I, CSS-I, or CSS-1H
 - e. All application equipment shall meet minimum Tennessee
 - f. Department of Transportation standards.
6. 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.
7. Hot Mix Asphalt Surface Material shall consist of virgin materials 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.

8. BIDDER will be responsible for all Traffic Control per the MUTCD and approval of the Engineer. No payment will be made for traffic control devices, labor, etc. required by the manual, but all cost for such shall be included in the bid price for other items of construction. A minimum of two flagmen will be required when working in traffic.
9. Unless otherwise specified above, all construction, equipment, and materials shall be as specified by the Tennessee Department of Transportation, Standard Specifications for Road and Bridge Construction.
10. During construction one extraction test per five hundred (500) tons of mix or a minimum of one test per day shall be performed and the results **delivered to the Engineer. Test results shall be submitted to the Engineer on a daily basis and copies of said tests shall be attached to all Requests for Payment.** Variation from the approved mix designs, outside of tolerances, or the minimum AC content set forth, under #1 of SPECIFICATIONS above, shall result in reduced payment.
11. Any construction in the judgment 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.
12. All pavement markings shall be in accordance with Tennessee Department of Transportation specifications and as directed by the Engineer.
13. **Quantities are for bid purposes only and maybe be increased, decreased, or deleted without any additional compensation to the BIDDER.**
14. 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.
15. Plastic stop lines and turn arrows shall consist of hot poured (extruded) plastic materials, the size, shape, and specifications as indicated in Tennessee Department of Transportation, Standard Drawing Book (T-M-1 thru T-M-4), Standard Specifications and MUTCD or as approved by the Engineer.
16. Unless otherwise directed by the Engineer all private driveway entrances shall have an asphalt apron of a minimum of five (5) feet; business entrances and side streets a minimum of ten (10) feet or as needed to taper to existing asphalt pavement.

17. All concrete curbs, curb and gutter, sidewalk, handicap ramps etc. shall be constructed with TDOT Class "A" concrete and shall conform to all TDOT specifications. BIDDER shall make concrete test cylinders per TDOT guidelines and shall provide a report from an approved lab of all test breaks to the Engineer within 30 days.

SPECIFICATIONS

INFRARED ASPHALT PAVEMENT REPAIR

The work shall consist of furnishing materials and performing permanent repair on an area of damaged asphalt pavement. The location to be restored shall be identified prior to commencement of repair activities.

If needed a one-component emulsified maltenes recycling agent (rejuvenator) is to be applied to the restored area in a ratio of 1:1 with water. This solution shall be well dispersed with a commercial grade sprayer at a rate of 8 ounces per square yard of heated area. This application area shall include both the area under repair as well as the area heated but left undisturbed around the perimeter of the repair. The application shall take place after the area has been scarified and just prior to the addition of new asphalt. This rejuvenator replaces the light oil component of asphalt, which has oxidized out over time. The infrared repair BIDDER shall provide TDOT 411E or D mix at plant mix temperature (275-325 degrees Fahrenheit) to be added to the repair to bring the area up to grade with the existing road.

The infrared restoration equipment shall consist of a truck mounted KASI MODEL 2 or 4 P48 self-contained asphalt restoration system using ultimate air burner apparatus or approved equal. Organization should have equipment available for immediate use upon contract execution. The heating chamber of infrared heater shall contain six 6' long stainless-steel converters to generate the infrared radiation. The converters shall be made from a single piece of stainless-steel pipe with NO WELDED ORIFICES. The chamber used shall consume no more than 12,500 BTU per square foot of heated area. This rate of consumption shall translate into the ability of the heater to soften asphalt to a depth of 1 ½-2 ½ inches in 8-10 minutes without burning the surface. The compactor/roller (compaction) equipment used shall be vibratory capable of generating at least 2,000 pounds of applied force per square inch.

A steel rake shall be used to delineate the repair area along the chalk line and to scarify the heated area of the patch inside the chalk line to a depth of at least 2 inches. A 36" wide asphalt lute shall be used to evenly distribute the added asphalt and to establish the proper grade.

Before the infrared restoration is begun, the proper authorities, in conjunction with the BIDDER will mark out the areas to be restored. The total time for a typical single heat restoration should be no more than 20-30 minutes. This timeframe shall be strictly adhered to so as to ensure that both the heated pavement and added asphalt have not been allowed to cool significantly. This guarantees the proper fusion between the repair and the existing road surface.

Proper safety precautions shall be taken including traffic cones, signage, and flagman (if necessary) to ensure a safe workplace for workers, pedestrians, and automobile traffic.

The area shall be swept clean of dirt, loose aggregate, or standing water. A chalk line shall be drawn 6-12 inches back from the damage. The infrared chamber is lowered over the repair being sure to allow at least 12-18 inches of heated area beyond the perimeter of the original opening. To ensure the proper heating time, the BIDDER shall check the surface temperature of the asphalt at seven minutes and every minute thereafter using an infrared thermometer so as not to allow the surface temperature to exceed 350 degrees Fahrenheit. The heating time is influenced by the ambient temperature, the color of the pavement, the size of the aggregate and the moisture content. After the appropriate heating time (typically 8-10 minutes) the asphalt surface will be softened to a depth of 2-2.5 inches. The infrared chamber is then removed from the heated area.

The backside of a steel rake is used to neatly square off the repair, cutting 6-12 inches back from the damage along the chalk line. The area inside the repair is then deeply scarified, taking special care to eliminate the original seam between the repair and the road. The maltiness rejuvenator shall be applied if needed to the repair and the surrounding heated asphalt surface.

Payment to be made by the **Square Foot** of pavement repaired treated and shall include all labor, materials and equipment to perform the described repair.

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 the 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 called "BIDDER") to the CITY OF SPRINGFIELD, TENNESSEE (hereinafter called "OWNER")

Project: Paving or resurfacing with hot mix asphalt materials on certain streets; excavation and installation of ADA approved handicap crossing at certain intersections; base and paving of certain walking paths and parking areas in city; use of infrared asphalt pavement repair; parking area sealing; adjustment of manholes, valves, catch basins; the miscellaneous cold planning; possible excavation for widening (2.5 feet on the shoulders) of streets; concrete curb and gutter, concrete curb and sidewalk; painting of parking lines and pavement markings; equipment rental; shoulder construction with bituminous surface treatment and miscellaneous guardrail maintenance or installation and traffic control per MUTCD Manual and 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 June 30, 2025. Hereafter as stipulated in the specifications. **BIDDER** further agrees to pay as liquidated damages the sum of \$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 OWNER reserves the right to extend this contract for an additional (12) twelve months after the June 30, 2025, contract completion date, with the mutual consent of both parties.

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 set forth above, as liquidated damages for the delay and additional expense to the **OWNER** caused thereby.

The Basic Bituminous Material Index for this project is **\$628.64** per ton. (Standard Ton) AC-20.

BIDDER acknowledges receipt of the following addendum:

UNIT PRICE CONTRACT
PAVING CONTRACT #PW2405

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
100	Cold Planning of Asphalt Pavement 2"	4,000	SY		
101	Cold Planning of Asphalt Pavement 3"	1,000	SY		
102	Cold Planning of Asphalt Pavement 4"	1,000	SY		
103	Crushed Limestone Base Type A, Grade D (includes stone for widen areas #107 & remainder for shoulder repair)	500	TON		
104	Double Seal Coat for Shoulder Stone or Roadway (DBST) (includes oil & stone)	1,000	SY		
105	Crushed Stone Chips for Prime Coat (cover)	100	TON		
106	Bituminous Materials (prime coat)	1	TON		
107	Excavation & Removal Shoulder (30"x12")	500	LF		
130	Hot Mix Asphalt - Grade A	100	TON		
131	Hot Mix Asphalt - Grade B-M	200	TON		
132	Hot Mix Asphalt - Grade C-W	100	TON		
133	Hot Mix Asphalt - Grade C-S	100	TON		
134	Hot Mix Asphalt - Grade "E"	9,500	TON		
200	Stop Line 24" Marking - Paint	50	LF		
201	Stop Line 24" Marking - Plastic (extruded)	250	LF		
202	Turn/Straight Arrow Marking - Paint	10	EA		
203	Turn/Straight Arrow Marking - Plastic (standard performed)	20	EA		

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
204	4" Line Marking – Paint	4	LM		
205	4" Line Marking 40 mil – Plastic	25	LM		
206	4" Line Marking 90 mil – Thermo Plastic	3,500	LF		
207	12" Line Marking – Paint	200	LF		
208	12" Line Marking – Plastic	200	LF		
209	Crosswalk 8" (standard) – Plastic	700	LF		
210	Crosswalk 24" (extruded) – Plastic	250	LF		
211	Rumble Strips - Plastic	250	LF		
212	4" Parking Line - Re-Paint Existing	2,500	LF		
213	4" Parking Line - Re-Stripe 90 mil Thermo Plastic	2,500	LF		
214	4" Parking Line – Lay Out & Paint	1,400	LF		
215	4" Parking Line – 90 mil Thermo Plastic	500	LF		
216	Handicap Parking Symbol (blue)	5	EA		
217	Handicap Parking Symbol (blue) Re-Paint Existing	5	EA		
218	4" Dotted Line Marking – Plastic	50	LF		
219	8" Dotted Line Marking – Plastic	100	LF		
220	RXR Marking – Plastic	4	EA		
221	Word XING Marking – Plastic	2	EA		
222	Bike Symbol Marking - Plastic	4	EA		
223	Combo Straight/Turn Arrow – Plastic	2	EA		
224	8" Barrier Line Marking- Plastic	100	LF		
225	Speed Bump Marking – Plastic	4	EA		
226	6" Pavement Marking Tape – White	100	LF		

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
227	Remove 24" Stop Line – Plastic	50	LF		
228	Remove 4" to 8" Line – Plastic	50	LF		
229	Remove 4" to 8" Crosswalk – Plastic	50	LF		
300	Manhole / Catch Basin Adjustment, Backfill Asphalt	30	EA		
301	Manhole / Catch Basin Adjustment, Backfill Concrete	60	EA		
302	Valve Box Adjustment, Backfill Asphalt	20	EA		
303	Valve Box Adjustment, Backfill Concrete	100	EA		
304	Manhole / Catch Basin Plate & Adjust (two mobilizations), Backfill Asphalt	10	EA		
305	Manhole / Catch Basin Plate & Adjust (two mobilizations), Backfill Concrete	20	EA		
306	Valve Box Plate & Adjust (two mobilizations), Backfill Asphalt	15	EA		
307	Valve Box Plate & Adjust (two mobilizations), Backfill Concrete	25	EA		
400	W-Beam Guardrail Reset	50	LF		
401	Guardrail Post Reset	10	EA		
402	W-Beam Guardrail New Furnish & Install	100	LF		
403	Post W 6x8x5 x 6'0" Long with Block Outs, Furnish & Install	8	EA		
404	Guardrail Terminal Anchor, Type 21	2	EA		
405	W-Beam Single Guardrail, Type 2, Post, Block, Rail, Reflectors	62	LF		
406	Guardrail Removal	50	LF		
500	Infrared Asphalt Pavement Repair	2,000	SF		
501	Seal Parking Area (two coats of coal tar sealant with sand)	3,000	SY		
502	Parking Area Crack Repair	500	LF		
503	Traffic Loop	50	LF		
GRAND TOTAL					

RENTAL OR UNIT CONTRACT

ITEM	DESCRIPTION	UNIT	UNIT PRICE	MINIMUM QTY
600	Curb & Gutter 24"x8" Thick per Detail	LF		
601	Extruded Concrete Curb 8"x12"	LF		
602	Sidewalk 4" Thick, Class "A", per TDOT Specs	SF		200 SF
603	Small Grader	HR		4 HR
604	Large Grader	HR		4 HR
605	Dump Truck	HR		14 CY
606	Cost-Plus Percentage; Cost of Work not Covered by Contract Bid Items & Agreed Upon by Owner & BIDDER	-----		-----

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 waive any informalities in the bidding.

NOTES:

1. Excavation and removal include the traffic control, excavation, removal, and disposal of the excess materials necessary to widen pavement area 2.5 feet. Backfill and compact with crushed stone paid in item #102 Crushed Limestone and hot mix asphalt paid in the appropriate type of asphalt used as directed by the Engineer.
2. Cold Planning is to be +/-0.1 inches depth indicated, one pass, full wide of roadway or as directed by Engineer for leveling. **BIDDER will be responsible for loading and hauling of all asphalt cold planning to a location designated by OWNER for disposal.** All cold planning shall remain the property of the **OWNER**.

3. 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.
4. Manholes, catch basins and valve boxes requiring adjustment as directed by the Engineer, shall be adjusted to match the elevation of the new hot mix asphalt pavement. **BIDDER** is to excavate around casting, adjust elevation, and fill area around adjusted structure with concrete using materials and methods approved by the Engineer. Any new manholes, catch basin or valve box castings required will be furnished by the **OWNER**. All other labor, materials and equipment shall be included in the cost of the price bid for this item or if it is determined rings can be utilized; the **OWNER** will negotiate a price for this adjustment. If the manholes, catch basins or valve boxes, in the opinion of the Engineer, do not match the finish pavement grades or are covered by asphalt, the **BIDDER** will be required to adjust the respective manholes, catch basins, or valve boxes at his own cost.
5. Plate and adjust used for cold planning process consist of adjusting downward and plating hole; after cold planning, removing plates and adjusting to finish asphalt level. Two mobilizations.
6. This contract has an Asphalt Cement Adjustment pay item based upon Section 307.08 of the Tennessee Department of Transportation (TDOT), Standard Specifications for Road and Bridge Construction, 2006 and Special Provision 109B. AC content for base price shall be as specified in the Approved Mix Design.
7. During construction **one extraction test per five hundred (500) tons of mix or a minimum of one test per day shall be performed and** the results delivered to the Engineer. Test results shall be submitted to the Engineer on a daily basis and copies of said tests shall be attached to all Requests for Payment. **Variation from the approved mix designs, outside of tolerances, or the minimum AC content set forth, under #1 of SPECIFICATIONS above, shall result in reduced payment.**

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 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

Phone Number

Email

Email

CONTRACT
PAVING CONTRACT #PW2405

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

_____ 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: Paving or resurfacing with hot mix asphalt materials on certain roads; base and paving of certain walking paths and parking areas in city; use of infrared asphalt pavement repair; parking area sealing; resurfacing of **OWNER** parking areas; the paving of **OWNER** roadways; adjustment of manholes, valves, catch basins; the miscellaneous cold planning; possible excavation for widening (2.5 feet on the shoulders) of other streets; concrete curb and gutter, concrete curb and sidewalk; painting of parking lines and pavement markings; equipment rental; shoulder construction with bituminous surface treatment and miscellaneous guardrail maintenance or installation and traffic control per MUTCD Manual and any other construction necessary for completion of this project per construction plans and specifications and/or as directed by the Public Works Director.

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 June 30, 2024. 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 (12) twelve months after the June 30, 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 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. Submittal of all test results to the Engineer for approval.
- f. Submission of payroll sheets indicating compliance with Highway Prevailing Wage Rates.
- 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.

The Basic Bituminous Material Index for this project is **\$628.64** per ton. (Standard Ton) AC-20.

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

Ann Williams, Mayor

(City Seal)

Lisa Crockett, City Recorder

Witness

Print Name

Signature, Title

Witness

Title

Address

CERTIFICATE OF OWNER’S ATTORNEY

I, the undersigned, _____, the 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: _____