

CITY OF SPRINGFIELD
Public Works Department
2809 Clinard Drive
Springfield, Tennessee 37172
615-384-2746
www.SpringfieldTN.Gov

BID #1292

**PATCHING CONTRACT #PW2404
for Utility Street Maintenance and Repair**

Bid Opening: 2:30 p.m., July 16, 2024

**PUBLIC NOTICE
INVITATION TO BID #1292**

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

**PATCHING CONTRACT #PW2404
For Utility Street 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 questions or additional information. Reference bid #1292 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 2:30 p.m., local time, July 16, 2024. The City of Springfield reserves the right to reject any and all bids.

Lisa Crockett
City Recorder

BID PROPOSAL #1292

PATCHING CONTRACT #PW2404
for Utility Street Maintenance and Repair

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**ADVERTISEMENT FOR BIDS
BID PROPOSAL #1292**

**PATCHING CONTRACT #PW2404
For Utility Street Maintenance and Repair**

Sealed bids for a Patching Contract for Utility Street Maintenance and Repair annual project will be received at the office of City Recorder until 2:30 p.m., local time, July 16, 2024 and then publicly opened and read aloud. The envelopes containing the bids must be addressed to:

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.

Bid proposal shall be enclosed in a sealed envelope with all applicable forms completed. Each envelope shall bear on the outside the *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. Fax proposals will not be accepted.

A Cashier's check or Bid Bond in an amount of no less than five percent (5%) of the bid submitted must accompany each bid. A Performance and Payment Bond in an amount of one hundred percent (100%) of the contract will be required for the successful Contractor.

All bidders shall be a licensed Contractor as required by the State of Tennessee Contractor's Licensing Act of 1976.

Addenda(s) to proposal will be acknowledged by all bidders. Failure to acknowledge receipt of an Addendum letter(s) is grounds for rejection. It shall be the bidders' responsibility to confirm that the proposal contains all the documents indicated in 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 waive any informalities or reject any and all bids.

Scope of Work

Excavating of crushed stone backfill and patching with hot mix asphalt on all gas and water main and service cuts as follows:

- a) Excavate – 4" backfill materials and compact
- b) Repair – 2.5" hot mix asphalt binder (TDOT "B-M" or "B")
 - Spray tack materials on asphalt "B-M" and brush sides of existing asphalt pavement with tack before applying final layer of "E" mix
 - 1.5" hot mix asphalt surface (TDOT "E")
 - Repair width 12" wider on each side of trench maximum of 4'0"

Special crossings of roadway as directed by Public Works Department as follows:

- a) Excavate – 8" backfill materials and compact
- b) Repair – 2 lifts of 3.25" each hot mix asphalt binder
 - Spray tack materials on asphalt "B-M" and brush sides of existing asphalt pavement with tack before applying final layer of "E" mix
 - 1.5" hot mix asphalt surface (TDOT "E")
 - Repair width 12" wider on each side of trench

Excavation and removal of stone backfill and patching with hot mix asphalt on certain utility street cuts as follows:

- a) Excavate - 6" backfill materials and compact
- b) Repair – 4.5" hot mix asphalt binder in 2 lifts (TDOT "B-M")
 - Spray tack materials on asphalt "B-M" and brush sides of existing asphalt pavement with tack before applying final layer of "E" mix
 - 1.5" hot mix asphalt surface, TDOT "E")
 - repair width 12" wider on each side of trench

Sidewalk and miscellaneous asphalt repairs as directed by Construction Inspector:

- a) Excavate and backfill with 4" crushed limestone and compact
- b) Repair – 2.5" hot mix asphalt (TDOT "B-M")
 - Spray tack materials on asphalt "B-M" and brush sides of existing asphalt pavement with tack before applying final layer of "E" mix
 - 1.5" hot mix asphalt (TDOT "E")

Includes any other work necessary for completion of this project.

NOTICE TO BIDDERS

Title VI of the Civil Right 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 (42 U.S.C. 2000d). 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, contractor 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 contractors 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 contractor 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 and Affidavit

The City of Springfield is a Drug Free Workplace and requires all contractors 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: _____

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 of Springfield, 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. Such attestations shall be maintained by the **CONTRACTOR** and made available to the City upon request.
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**. Attestations obtained from such subcontractors shall be maintained by the **CONTRACTOR** and made available to the City upon request.
3. The **CONTRACTOR** shall maintain records of 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.
4. 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 of Springfield 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**.

5. For purposes of this **CONTRACT**, “illegal immigrant” shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the Department of Homeland Security and who, under Federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the **CONTRACT**.

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 of Owner or Corporate Officer

Date

NOTICE: This attestation **MUST** be signed by an individual empowered to contractually bind the **CONTRACTOR**. 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 **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 City of Springfield 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 Public Works Director.

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.

Principal

(SEAL)

Surety

BID FOR UNIT PRICE CONTRACT

Proposal of _____ (hereinafter called "**BIDDER**") a corporation, organized and existing under the laws of the State of _____, partnership, or an individual doing business as _____ to the CITY OF SPRINGFIELD, TENNESSEE (hereinafter called "**OWNER**").

The **BIDDER**, in compliance with invitation for bid for the excavation and removal of gas, water or waste water trench and/or installation of hot mix asphalt per specifications for all gas, water or waste/water main cuts; certain special repairs in crossing of roads; excavation and removal of backfill for utility street cuts, depressions, etc. patching per specifications with hot mix asphalt materials on certain utility street cuts, sawing of asphalt pavement, sealing of cracks with approved materials, as may be required by Public Works Director and any other work necessary for completion of this project and;

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.

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, thereafter, 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 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. **BIDDER** further agrees to pay as liquidated damages the sum of \$300.00 for each calendar day thereafter 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.

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

**PATCHING CONTRACT #PW2404
For Utility Street Maintenance and Repair**

UNIT PRICE CONTRACT

Item	Description	Qty	Unit	Unit Price	Amount
101	Asphalt Pavement Repair	1,600	SY		
102	Special Asphalt Pavement Repair	2,500	SY		
103	Special Utility Asphalt Pavement Repair	20	SY		
104	Adjustment of Manholes & Catch Basins (as directed)	5	EA		
105	Adjustment or Replacement of Valve Boxes (as directed)	5	EA		
106	Sawing of Asphalt (maximum depth 3" to 4")	7,000	LF		
107	Sidewalk or Miscellaneous Repair (excavate, 4" stone, 4" asphalt)	25	SY		
108	Flowable Fill (per specifications)	50	CY		
109	Asphalt Cold Plane & Repair (per specifications)	700	SY		
GRAND TOTAL					

Multiplier _____ factor for the above unit prices for repair(s) from an area up to 10 miles outside the city limits of Springfield.

Quantities are for bid purposes only and may be increased, decreased, or deleted without any additional compensation to the **BIDDER**.

Respectfully submitted by:

Signature of Owner or Corporate Officer

Date

NOTES

Gradation, aggregate, construction, etc. shall be as specified by the latest Special Provision of the Tennessee Department of Transportation, Virgin Materials Only.

Item # 101.

Asphalt Pavement Repair: (gas/water main) includes the excavation and removal of 4 inches of crushed limestone base, compacting remaining base, patching with the following:

- 2.5" Hot Mix Asphalt, Grade "B-M" or "B" (compacted)
- Spray tack materials on asphalt "B-M" and brush sides of existing asphalt pavement with tack before applying final layer of "E" mix
- 1.5" Hot Mix Asphalt, Grade "E" (compacted)
- Repair width 12" wider on each side of trench, maximum of 48"

so that final surface is flush with existing asphalt pavement.

Driveway entrances and shoulders shall be repaired as work progresses along roadway. Stone shoulder machine application of asphalt mix will not be allowed unless it has a screen or can be proven it will provide a smooth asphalt layer.

CONTRACTOR will be responsible for protecting the valve boxes in the patched area and adjustment of such if needed. No area is to be patched unless it has been cleanly sawed, edges straight and approved by the Public Works Director. All sawing will be the responsibility of the gas/water main installation **CONTRACTOR** (unless directed otherwise by the Director, in which case the **CONTRACTOR** shall saw and be paid per item #106).

The price for each repair shall include the cost to tack coat the binder mix and the edge walls of the patch prior to placing the hot mix in the excavated area, so as to aid in adherence of the new hot mix asphalt to the walls of the existing asphalt pavement.

Item #102.

Special Asphalt Pavement Repair: (gas/water main, special crossing of roadway) as directed by Public Works Department, includes the excavation and removal of 8 inches of crushed limestone base, compacting remaining base, patching with the following:

- Repair - 2 lifts of 3.25" each hot mix asphalt binder
- Spray tack materials on asphalt "B-M" and brush sides of existing asphalt pavement with tack before applying final layer of "E" mix
- 1.5" hot mix asphalt surface (TDOT "E")
- Repair width 12" wider on each side of trench 4'0" minimum patch width

to be used as directed by the Public Works Department and so that final surface is flush with existing asphalt pavement.

Stone shoulder machine application of asphalt mix will not be allowed unless it has a screen or can be proven it will provide a smooth asphalt layer.

CONTRACTOR will be responsible for protecting the valve boxes in the patched area and adjustment of such if needed. No area is to be patched unless it has been cleanly sawed, edges straight and approved by the Public Works Director. All sawing will be the responsibility of the gas/water main installation **CONTRACTOR** (unless directed otherwise by the Public Works Director, in which case the **CONTRACTOR** shall saw and be paid per item #106).

The price for each repair shall include the cost to tack coat the binder mix and the edge walls of the patch prior to placing the hot mix in the excavated area, so as to aid in adherence of the new hot mix asphalt to the walls of the existing asphalt pavement.

Item #103.

Utility Asphalt Pavement Repair: Special cuts includes the excavation and removal of a minimum of 6 inches of existing materials, compacting remaining base, patching with the following:

- 4.5" Hot Mix Asphalt Binder in two lifts, Grade "B-M" (compacted)
- Spray tack materials on asphalt "B-M" and brush sides of existing asphalt pavement with tack before applying final layer of "E" mix
- 1.5" Hot Mix Asphalt, Grade "E" (compacted)
- Repair width 12" wider on each side of trench or a minimum of 4'0"

so that final surface is flush with existing asphalt pavement. Public Works Department shall cut the existing asphalt before removal by the **CONTRACTOR** (unless directed otherwise by the Public Works Director, in which case the **CONTRACTOR** shall saw and be paid per item #106).

The price for each repair shall include the cost to tack coat the binder mix and the edge walls of the patch prior to placing the hot mix in the excavated area, so as to aid in adherence of the new hot mix asphalt to the walls of the existing asphalt pavement.

Item #107.

Sidewalk or Miscellaneous Repair: Next to concrete sidewalks or curb, includes the excavation and removal of a minimum of 4 inches of existing materials, compacting remaining base, patching with the following:

- One lift of 2.5" Hot Mix Asphalt, Grade "B-M" (compacted)
- Spray tack materials on asphalt "B-M" and brush sides of existing asphalt pavement with tack before applying final layer of "E" mix
- 1.5" Hot Mix Asphalt, Grade "E" (compacted)

so that final surface is flush with existing asphalt pavement. Public Works Department shall cut the existing asphalt before removal by the **CONTRACTOR** (unless directed otherwise by the Public Works Director, in which case the **CONTRACTOR** shall saw and be paid per item #106).

The price for each repair shall include the cost to tack coat the binder mix and the edge walls of the patch prior to placing the hot mix in the excavated area, so as to aid in adherence of the new hot mix asphalt to the walls of the existing asphalt pavement.

Item #108.

Flowable Fill: Includes removing the steel plate or cold mix covering utility cut, excavate and dispose of any materials remaining to approximately 6 inches above the utility. Flowable fill is to be placed in excavated area and steel plate replaced. Flowable Fill design is to be submitted to the Public Works Department for approval before installation. Asphalt cannot be placed on Flowable Fill for a minimum of 5 to 7 days after installation and/or approval by the Public Works Director. This time period is dependent on the temperature.

Item #109.

Asphalt Cold Plane & Repair includes the sawing, cold planning (min. 2.0 inches depth), removal and disposal of materials, installation of 2.0 inches of Hot Mix Asphalt ("E" Mix) as follows:

- Spray tack materials on excavated area and brush sides of existing asphalt pavement with tack before applying layer of "E" mix
- 2.0" Hot Mix Asphalt, Grade "E" (compacted) a minimum of 4'0" width

so that final surface is flush with existing asphalt pavement (unless directed otherwise by the Public Works Director, in which case the **CONTRACTOR** shall saw and be paid per item #106).

The price for each repair shall include the cost to tack coat the binder mix and the edge walls of the patch prior to placing the hot mix in the excavated area, so as to aid in adherence of the new hot mix asphalt to the walls of the existing asphalt pavement.

The **CONTRACTOR** will be guaranteed a minimum of one thousand (\$1,000) dollars of repair work before being "called-out", however this amount of work will be located at different sites in Springfield. This work as required by the Public Works Department to repair utility cuts in certain streets.

The **CONTRACTOR** hereby declares that s/he holds Contractor'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 will maintain his/her license in force and effect during the life of the CONTRACT, including and the guarantee period to the City of Springfield 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 City of Springfield reserves the right to extend this CONTRACT for an additional twelve (12) months, after June 30, 2025, completion date, with the mutual consent of both parties.

Respectfully submitted by:

Signature of Owner or Corporate Officer

Date

Title

Phone

Company

Address

Email

SPECIFICATIONS

1. Contractor will be responsible for the excavation and removal and disposal of the excess materials at a location approved by the City of Springfield for disposal.
2. Contractor will be responsible for removal and disposal of any foreign material and sweeping of the existing pavement, immediately before resurfacing.
3. Immediately before resurfacing of a street, an application of Bituminous material (tack coat) shall be applied to 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 planed surfaces: 0.1 gal per square yard or as directed by the Public Works Director.
 - c. Material: SS-1, CSS-1, or CSS-1H
 - d. All application equipment shall meet minimum Tennessee Department of Transportation standards.
4. Hot Mix Asphalt shall consist of virgin materials only.
5. Contractor must submit a Mix Design and receipt of written approval of the proposed mix(s) by the Public Works Director.

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

6. Contractor will be responsible for all Traffic Control per the MUTCD and approval of the Public Works Director. 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.
7. 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, latest edition.
8. Prior to commencement of work, the successful Contractor shall be required to provide the City of Springfield the following:
 - a. Certificate of Insurance
 - b. Submit a Mix Design of the proposed mix(es), for the review and approval of the Public Works Director.

- c. All documents shall be executed and returned to the City of Springfield.
 - d. Attend a pre-construction meeting at the Public Works Department.
9. Any construction in the judgment of the Public Works Director, 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 additional testing may be required.
 10. Quantities are for bid purposes only and may be increased, decreased, or deleted without any additional compensation to the Contractor.
 11. Contractor shall be responsible for determining the exact location of utilities and underground structures and for any damages that may incur to said utilities.
 12. Contractor will be responsible to provide a site foreman to review all patches, cuts, etc., before any work begins and coordinate all work with the Public Works Inspector.
 13. All invoices shall be submitted by the site foreman on a spread sheet indicating location, size, date repaired, bid item used to repair, what city department or utility, etc. This must be submitted to the Public Works Department Inspector for approval before the contractor can submit a monthly invoice.
 14. All steel plates removed from asphalt repaired areas are to be collected by the contractor and delivered to the Public Works Department within 48 hours after completion of the repairs. Steel plates must be moved from the roadway immediately after asphalt repair.

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 contractors 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
contractor 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)** fails 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/Contractor 1 _____

By: _____ Date _____

Printed Name and Title

(For Joint Venture)

Principal/Contractor 2 _____

By: _____ Date _____

Printed Name and Title

Surety 1

Attorney-in -Fact

Print Name

Agency Name

Street Address

City, State, Zip

(Seal)

Surety 2

Attorney-in -Fact

Print Name

Agency Name

Street Address

City, State, Zip

(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

Name

Address

City, State, Zip

Phone Number

Email

For Surety 2

Name

Address

City, State, Zip

Phone Number

Email

BID CONTRACT AGREEMENT

THIS CONTRACT, made this _____ day of _____, 20____, by and between THE CITY OF SPRINGFIELD, TENNESSEE, herein called the “**OWNER**”, and _____ a _____ of _____, County of _____ and State of _____, hereinafter called “**CONTRACTOR**”.

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

Excavating of crushed stone/asphalt pavement and patching with hot mix asphalt on all gas and water/waste water main and service cuts; special asphalt pavement repair (crossing of roadway) and utility asphalt pavement repair (utility street cuts) per specification in the Bid For Unit Price Contract, sawing of asphalt pavement, flowable fill 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;

and having examined the plans and specifications with the related documents and the site of the proposed work and being familiar with all the conditions the surrounding 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 unit prices stated below. These unit 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 and Special Conditions of the **CONTRACT**; and at this (its 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 the unit prices stated in the Proposal, the General Conditions, Supplemental General Conditions, Special Conditions of the **CONTRACT**, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and **CONTRACT**

documents therefore as prepared by, Clayton Moore, PE, Director of Public Works and, being therein entitled the Public Works Director and as encumbered in the General Conditions, all of which are made a part hereof and collectively evidence and constitute the **CONTRACT**.

The **CONTRACTOR** 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 **CONTRACTOR** further agrees to pay, as liquidated damages, the sum of \$200.00 for each calendar day thereafter as hereinafter provided in the specifications.

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 as hereinafter provided.

The OWNER reserves the right to extend this CONTRACT for an additional twelve (12) months after the June 30, 2025, completion date, with the mutual consent of both parties.

The **OWNER** agrees to pay the **CONTRACTOR** 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 **CONTRACTOR** shall prepare and submit to the Public Works Director for approval a duly certified estimate of the work performed and a copy of all test results and quality assurance records during the preceding calendar month. Upon approval of the estimate, and not later than the thirty (30) days after submittal by the **CONTRACTOR**, the **OWNER** shall pay to the **CONTRACTOR** the value of the estimate.

The **OWNER** within shall make final payment to the **CONTRACTOR** forty-five (45) days after:

- a. The completion of the project;
- b. The approval by the Public Works Director of all work performed under the **CONTRACT**;
- c. The acceptance of the work by the **OWNER**;
- d. An affidavit by the **CONTRACTOR** 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 Public Works Director for approval;
- f. The preparation by the **CONTRACTOR** and approval by the Public Works Director of a final estimate of the cost of the completed work.

The **CONTRACTOR** 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 **CONTRACTOR**'s 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 **CONTRACTOR** shall equal the approved final estimate of cost, less the aggregate of all previous payments to the **CONTRACTOR** 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 three (3) 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, Title

Contractor's Signature, Title

(Contractor's Seal)

Witness Signature, Title

Contractor's 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.

Signature

Date