

**PUBLIC NOTICE**  
**INVITATION TO BID # 1151**

The City of Springfield on behalf of The Legacy Golf Course will be accepting sealed bids for the following: **Golf Course Concrete Cart Path Construction**. Call Chet Frazier, GM of The Legacy, at 615-384-4653 for complete bid information and instructions. Specifications can also be downloaded at [www.springfieldtn.gov](http://www.springfieldtn.gov). Bids must be received in the Office of the City Recorder, 405 North Main Street, Springfield, TN 37172 by 2:00 p.m. local time, Tuesday, January 5, 2021. The City of Springfield reserves the right to reject any or all bids.

Lisa H. Crockett  
City Recorder

**CITY OF SPRINGFIELD**  
THE LEGACY GOLF COURSE  
100 RAY FLOYD DRIVE  
SPRINGFIELD, TN 37172

BID #1151

PROPOSAL  
CONTRACT # LGC 20001  
GOLF COURSE CONCRETE CART PATH CONSTRUCTION  
CONTRACT

BID OPENING: Tuesday, January 5, 2021, 2:00 pm (CST)

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## INVITATION TO BID

Project: CONTRACT for the construction of concrete cart paths at The Legacy Golf Course in Springfield. Includes cart paths, curbs, slabs, sawing and crushed stone backfill, etc.

Project Manager: Chet Frazier  
GM/Golf Course Superintendent  
100 Ray Floyd Drive  
Springfield, TN 37172  
770-827-7943  
[cfrazier@cornerstonegp.com](mailto:cfrazier@cornerstonegp.com)

**SEALED BIDS** will be received by the City of Springfield at:

Office of the City Recorder  
City Hall  
405 N. Main Street  
Springfield, TN 37172  
615-382-2200

Until **2:00 PM, Local Time, Tuesday, January 5, 2021** at which time and place bids will be publicly opened and read aloud. Bids sent by mail should be directed to the attention of the City Recorder.

All bids should include bid documents and 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, 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.

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

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

**NOTICE TO BIDDERS**  
CITY OF SPRINGFIELD

It is the policy of the City of Springfield not to discriminate on the basis of race, color, national origin, age, sex or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities and in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d). With regard to all aspects of this contract, 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 Ryan Martin, 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) \_\_\_\_\_

## **Disadvantaged Business Enterprise**

It is the policy of the City of Springfield, Tennessee that Disadvantaged Business Enterprises (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 race, color, national origin, age, sex or disability.

All Contractors providing professional services for the City of Springfield, shall take all necessary and reasonable steps in accordance with 49 CFR, Part 23, to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts without discrimination on the basis of race, color, national origin, age, sex or disability.

## **Drug Free Workplace**

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 construction 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 construction 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/offerors 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](mailto:CPO.Website@tn.gov).

List Date: April 15, 2020

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. Sinopec Corp. (China Petroleum & Chemical Corporation)
26. SKS Ventures
27. SK Energy Co., Ltd.
28. Som Petrol AS
29. Unipecc (China International United Petroleum & Chemicals Co., Ltd.)
30. Zhuhai Zhenrong Co.

“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 of a joint bid each party thereto certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not 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, 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 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.
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 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

\_\_\_\_\_

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 REGARDING  
NOTICE TO PROCEED**

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, 2021, thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum \$100.00 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 City of Springfield and to fully complete the portion stipulated in the "Call-Out" within 20 Calendar Days of commencing work. Bidder further agrees to pay as liquidated damages the sum \$100.00 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 perform work only between the hours of 7:00am-sundown Monday through Friday. Work under this agreement may not be performed on Saturday or Sunday without prior written approval from the Owner.

**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

\_\_\_\_\_  
Surety

(SEAL)

By: \_\_\_\_\_

**BID FOR UNIT PRICE CONTRACT**

Proposal of \_\_\_\_\_ (hereinafter called "BIDDER") to the CITY OF SPRINGFIELD, TENNESSEE (hereinafter called "OWNER")

The BIDDER, in compliance with your invitation for bids for the construction of golf course concrete projects 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, 2021, thereafter as stipulated in the specifications.

The BIDDER hereby declares that 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 \_\_\_\_\_, \_\_\_\_\_, and that he will maintain his license in force and effect during the life of the contract, including and the guarantee period.

The OWNER reserves the right to extend this contract for an additional (12) twelve months after the stipulated completion date of June 30, 2021, with the mutual consent of both parties.

**UNIT PRICE FOR CONCRETE CART PATH CONSTRUCTION**

ITEM	DESCRIPTION	UNIT	UNITS	UNIT PRICE	TOTAL PRICE
100	Golf Cart Path 4" thick	SF	12,000		
101	6" Post Curb	LF	300		
102	6" Laid Back Curb	LF	300		
103	Slab Construction 1 to 250 SF	SF	100		
104	Slab Construction 251 SF or more	SF	500		
105	Sawing Existing Asphalt Path	LF	50		
106	Concrete Buggy per Day	Each	3		

## NOTES

1. Units are for bid purposes only. Actual units completed may vary.
2. The unit price shall include minor grading, all cost of forming materials; labor and equipment to form, pour, finish, install expansion and/or contraction joints, and spray with an approved curing compound. Cover with plastic, if weather requires or as directed by the Project Manager.
3. The City shall provide ready mixed concrete (TDOT Class A fiber mesh reinforced). The Bidder will be given authority to order concrete and schedule delivery to the job site from the City's concrete vendor.
4. The City will excavate and remove to rough grade all existing asphalt, install a base of crushed limestone, and saw cut the existing asphalt pavement, if not covered by contract bid item, unless directed otherwise by the Project Manager.
5. The city shall furnish crushed limestone and deliver to the jobsite as needed for Bidder to accomplish desired grade. TDOT #57 or #67.
6. All concrete shall be covered at end of each day or sprayed with a liquid curing compound, approved by the Project Manager, weather permitting. All cost for curing compound shall be included in the price bid for that item of construction.
7. Concrete that construction joints are required to be sawed and face rubbed must be performed within 24 hours of pouring.
8. All joints must be sawed, face of rubbed, forming materials cleaned up, etc. before submitting a pay request.
9. The Bidder shall conduct all work within the confines of the cart path. Concrete buggies will be required to deliver concrete from access point to pour site. Bidder is to provide buggies and the cost shall be included in the price bid as cost per buggy per day.

**Respectfully submitted by:**

---

Signature of Owner or Corporate Officer

---

Date

---

Title

---

Phone

---

Company

---

Fax

---

Address

---

Email



## SPECIFICATIONS

1. Work may be located at different sites on the golf course as stipulated in the "Notice of Call Out" from the Project Manager. Contractor will be responsible for furnishing all labor, materials, and equipment to complete work per Tennessee Department of Transportation specifications, and as directed by the Project Manager. Contractor shall clean and remove all excess materials, debris, trash, etc. created by his construction.
2. The City of Springfield will be responsible for the following items of construction:
  - a. Excavation and removal of any existing asphalt and rough grading of the subgrade
  - b. Providing and installing crushed limestone base
  - c. Providing additional crushed limestone as needed
  - d. Providing TDOT, Class A fiber mesh reinforced concrete (to be ordered and delivery scheduled by Bidder)
3. All contraction joints shall be cut within 24 hours of pouring.
4. Concrete - TDOT, Class "A", fiber mesh reinforced
  - a. Standard Cart Path Thickness - 4"
  - b. Standard Cart Path Width – 8' (may be widened in specific areas as directed by Project Manager)
  - c. Standard Curb Height – 6"
5. Bidder shall work with Project Manager to limit disruptions to golf course play and traffic patterns.
6. Contractor will be responsible for any damage to his concrete and must secure each pour to prevent any damage.
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 bidder shall be required to provide the City of Springfield the following:
  - a. Certificate of Insurance (Vehicle & other Liability Insurance, Workman's Compensation, etc.)
  - b. All documents shall be executed and returned to the City of Springfield.
9. During construction, a concrete test cylinders may be required by the Project Manager.
10. Any construction in the judgment of the Project Manager which does not meet the minimum standards of the Tennessee Dept. of Transportation may be rejected, and/or removed and replaced, and/or additional testing may be required.

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address of Contractor

a \_\_\_\_\_, hereinafter called CONTRACTOR, and  
(Corporation, Partnership, Individual or Joint Venture)

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Address of Surety

hereinafter called Surety, are held and firmly bound unto

City of Springfield

\_\_\_\_\_  
Name of Owner

P.O. Box 788, Springfield, Tennessee 37172

\_\_\_\_\_  
Address of Owner

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars,  
(\$ \_\_\_\_\_) in lawful money of the Unites States, for the payment of which sum  
well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally,  
firmly by these presents, this sum being in the amount of one hundred percent (100%) of the  
contract amount.

THE CONDITION OF THIS OBLIGATION is such that whereas, the CONTRACTOR has entered into  
a certain contract with the OWNER, dated the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_, a copy of which is hereto attached and made a part  
hereof for the construction of: \_\_\_\_\_  
\_\_\_\_\_.

NOW, THEREFORE, if the CONTRACTOR shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due to material, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment, and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ (number) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Contractor) Corporate Official

\_\_\_\_\_  
Contractor

(SEAL)

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_

(additional signatures on following page)

\_\_\_\_\_  
Witness to Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Witness to Surety

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Address

\_\_\_\_\_

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is a Partnership all partners should execute BOND.

BOND is not valid unless accompanied by Power of Attorney.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is to be located.

**PERFORMANCE BOND**

Bond No.

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address of Contractor

a \_\_\_\_\_, hereinafter called CONTRACTOR, and  
(Corporation, Partnership, Individual or Joint Venture)

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Address of Surety

hereinafter called Surety, are held and firmly bound unto CITY OF SPRINGFIELD hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents, this sum being in the amount of one hundred percent (100%) of the contract amount.

THE CONDITION OF THIS OBLIGATION is such that whereas, the CONTRACTOR has entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the CONTRACTOR shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in

making good any default, then this obligation shall be void; otherwise to remain in full-force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the Work to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the Work or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_ (number) counterparts, each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Contractor or Corporate Official

(SEAL)

\_\_\_\_\_  
Company

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Witness to Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_

(additional signatures on following page)

ATTEST:

\_\_\_\_\_  
Witness to Surety

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Address

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_

\_\_\_\_\_  
Address  
\_\_\_\_\_

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is a Partnership all partners should execute BOND.

BOND is not valid unless accompanied by Power of Attorney.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is to be located.

**UNIT PRICE CONTRACT**

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 and between THE CITY OF SPRINGFIELD, TENNESSEE, herein called the “**OWNER**”, and \_\_\_\_\_ 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:

ANNUAL CONTRACT for the construction of concrete cart paths at The Legacy Golf Course in Springfield, and any other construction necessary for completion of this project (concrete cart paths, curbing, slabs, etc.) per the construction plans and specifications and/or as directed by the Project Manager.

Unless otherwise indicated in the plans or specifications, all work is to be performed and quantities calculated by the specifications of the Tennessee Department of Transportation, Standard Specifications for Road and Bridge Construction, Latest Edition, and all extra work in connection therewith under the terms as stated in the General Provisions, Special Conditions, Specifications, and any written Addenda or Modifications of the Contract; and at its own property cost and expense to furnish all the materials, supplies, machinery, equipment, tools, supervision, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and unit prices stated in the Proposal.

**CONTRACTOR** hereby agrees to commence work under this contract on or before a date to be specified in a written “Notice to Proceed” by the Owner and fully completed and approved by the Project Manager by June 30, 2021, as stipulated in the specifications.

**The OWNER reserves the right to extend this contract for an additional twelve (12) months after the completion date of June 30, 2021 upon 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: pay requests shall be submitted on the 1<sup>st</sup> and the 15<sup>th</sup> of each month; the **CONTRACTOR** shall prepare and submit to the **OWNER** for approval a duly certified estimate of the work performed and a copy of all test results and



quality assurance records during the preceding period; payment will be made upon Project Manager approval of the estimate, and not later than the fifteen (15) days after submittal by the **CONTRACTOR**.

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

- a. The completion of the project;
- b. The approval by the **OWNER** 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. Submission of all test results to the Project Manager for approval; and
- f. The preparation by the **CONTRACTOR** and approval by the **OWNER** of a final estimate of the cost of the completed work.

The **CONTRACTOR** shall protect, indemnify, and hold harmless the **OWNER** from any and all damage, loss, claims, judgments or expenses, including but not limited to reasonable attorney fees, which the **OWNER** may suffer or be subjected to by the performance of the Work, including but not limited to injury or death of any person and destruction or damage to any property.

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 two (2) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(signatures on following page)

**THE CITY OF SPRINGFIELD, TENNESSEE**

\_\_\_\_\_  
Ann Schneider, Mayor

\_\_\_\_\_  
Lisa Crockett, City Recorder

(City Seal)

\_\_\_\_\_  
Signature of Owner or Corporate Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Company

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email

**CERTIFICATE OF OWNER'S ATTORNEY**

I, the undersigned, \_\_\_\_\_, the duly authorized and acting legal representative of City of 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.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

(Attorney)