CITY OF SPRINGFIELD

Public Works Department 2809 Clinard Drive Springfield, Tennessee 37172 615.384.2746

www.SpringfieldTN.Gov Email: PublicWorks@SpringfieldTN.Gov

Bid #1290

CONCRETE CONSTRUCTION CONTRACT #PW2406

For Miscellaneous Projects

Bid Opening: 2:00 p.m. July 16, 2024

PUBLIC NOTICE INVITATION TO BID #1290

The City of Springfield Public Works Department is accepting sealed bids for:

CONCRETE CONSTRUCTION CONTRACT #PW2406 For Miscellaneous Projects

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 and additional information. Please reference bid #1290 on the outside of the sealed envelope. Sealed bids must be received in the Office of the City Recorder, 405 North Main Street, Springfield, TN 37172 by 2:00 p.m., local time, July 16, 2024. The City of Springfield reserves the right to reject any and all bids.

Lisa Crockett City Recorder

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The following table of contents outlines the list of the **CONCRETE CONSTRUCTION CONTRACT #PW2406 for Miscellaneous Projects and Structure** 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 CONCRETE CONSTRUCTION CONTRACT #PW2406

PROPOSAL BID #1290

This contract is for concrete construction for miscellaneous projects and structures in Springfield. Includes excavation and installation of ADA approved handicap crossings, concrete curbs, sidewalks, driveway ramps, slabs, ditch paving, sawing and crushed stone backfill, and other miscellaneous items of construction as requested. Contact Clayton Moore, Director of Public Works at 615.384.2746 for additional information.

Proposals are invited for a contract for the work of the above projects. Sealed proposals will be received until 2:00 p.m., local time on July 16, 2024 at which time and then publicly opened and read aloud. Proposals must be addressed 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.

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 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, 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 <u>voluntary disclosure</u> 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 endure that any contract entered into pursuant to the 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 23, to ensure that DBE's have the maximum opportunity to compete for and perform subcontracts. The contractor shall not discriminate 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 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

SIAI	E OF		
COU	NTY OF		
empl	undersigned, principal officer of oyer of five (5) or more employees co cruction services, hereby states under oat	ntracting with the CITY (, ar OF SPRINGFIELD to provide
1.	The undersigned is a principal officer or referred to as the "COMPANY") and is the COMPANY.	fduly authorized to execute	(hereinafter e this AFFIDAVIT on behalf of
2.	The COMPANY submits this AFFIDAVI employer with no less than five (5) emany local government to provide consuch employer has a drug-free workpl the <i>Tennessee Code Annotated</i> .	ployees receiving pay who struction services to subm	o contracts with the state or it an AFFIDAVIT stating that
3.	The COMPANY is in compliance with T	.C.A. § 50-9-113.	
FURT	HER AFFIANT SAYETH NOT.		
		Principal Officer	
STAT	E OF		
COU	NTY OF		
perso	re me personally appearedonally acquainted (or proved to me on the such person executed the foregoing AFFIE	basis of satisfactory evider	nce), and who acknowledged
SUBS	CRIBED 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
- Bank Markazi Iran (Central Bank of Iran)
- 4. Bank Mellat
- 5. Bank Melli Iran
- 6. Bank Saderat Iran
- 7. Bank Sepah
- 8. Bank Tejarat
- 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)
- 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. Unipec (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, 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:	
Co thi	ntractor shall not knowingly utilize	oes hereby attest, certify, warrant, and assure that the the services of an illegal immigrant in the performance of utilize the services of any subcontractor who will utilize the performance of this Contract.
	nature of Owner or Cornerate Offi	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 \$200.00 for each Calendar Day thereafter as hereinafter provided.

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 \$200.00 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.

SPECIFICATIONS

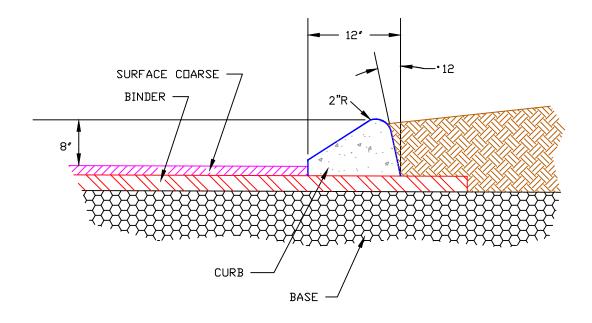
- 1. Work may be located at different sites in the City as stipulated in the "Notice of Call Out" from the City. Contractor will be responsible for furnishing all labor, materials, and equipment to complete work per Tennessee Department of Transportation specifications, detail drawings and as directed by the Director. Contractor shall clean and remove all excess materials, debris, trash, etc. created by his construction.
- 2. The unit price shall include minor grading, all cost of forming materials; labor and equipment to form, pour, finish, install expansion, compaction if necessary and/or contraction joints, install reinforcement wire (6 x 6 x 10 x 10) and spray with an approved curing compound. Cover with plastic if weather requires or as directed by the Director.
- 3. Contractor shall provide all ready mixed concrete (TDOT Class "A") and will be paid for item price bid by contractor. The concrete bid price shall include all taxes. City will reimburse contractor for fuel surcharges, haul charges, etc. required for that project.
- 4. Line items #200 city shall furnish all materials, less forming. Further, the city will excavate and remove to rough grade all existing concrete and saw cut the existing asphalt pavement, if not covered by contract bid item, unless directed otherwise by the Director.
- 5. Line item #124 shall include the cost of furnishing, hauling and installation of crushed limestone 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 Director, 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. Truncated domes panels are not included and shall be a separate pay item as requested by Director.
- 9. All joints must be sawed, face of rubbed, forming materials cleaned up, and other before submitting a pay request.
- 10. The City of Springfield will be responsible for the following items of construction:
 - a. Excavation and removal of any existing concrete and rough grading of the subgrade;
 - b. Grade and any benchmarks required will be provided by City; contractor will be responsible for establishing grades, ensuring proper compaction and field staking.
- 11. All concrete surfaces shall be covered with plastic, or if weather allows, sprayed with a curing compound approved by the Director, by the end of each day.

- 12. All contraction joints shall be cut within 24 hours of pouring and located as directed by the Director.
- 13. Materials and sizes must be:
 - a. Concrete must be TDOT, Class "A"
 - b. Reinforcing steel is Grade 60
 - c. Reinforcing wire 6 x 6 x 10 x 10
 - d. Standard Sidewalk Thickness is 4"
 - e. Standard Driveway Thickness is 6"
- 14. Concrete and crushed stone shall be paid for by cubic yard or ton indicated on ticket, based on the item of construction. The accepted quantities of crushed limestone shall be measured by the weight ticket, certified by a Tennessee Certified Public Weigher, and will be paid for at the respective contract unit prices per ton or cubic yard.
- 15. Contractor will be responsible for all Traffic Control per the MUTCD and approval of the 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.
- 16. Contractor will be responsible for any damage to his concrete and must secure each pour to prevent any damage.
- 17. 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.
- 18. Prior to commencement of work, the successful bidder shall be required to provide the City of Springfield the following:
 - a. Certificate of Insurance (Vehicle, Liability Insurance, Workman's Compensation, etc.)
 - b. Submit a Mix Design of the proposed mix(es), for the review and approval of the Director
 - c. All documents shall be executed and returned to the City of Springfield.
- 19. During construction concrete test cylinders, and other testing methods may be required by the Director.
- 20. Any construction in the judgment of the Director which does not meet the minimum standards of the Tennessee Department of Transportation may be rejected, and/or removed and replaced, and/or additional testing may be required, all at the contractor's expense.

- 21. The Contractor shall be responsible to determine the exact location of utilities and underground structures, and for any damages that may incur to said utilities.
- 22. The Contractor shall be responsible for ensuring that the correct concrete mix is delivered to the site before pouring. If the contractor fails to do so, the material shall be removed at contractor's expense and no form of compensation will be provided by the City.

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.

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

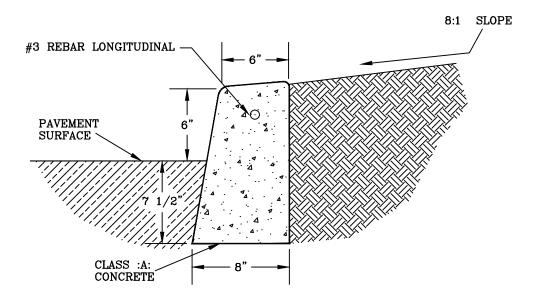


N.T.S.

TYPICAL CROSS-SECTION

- 1. EXPANSION JOINTS TO BE SPACED A MAX. OF 100' APART, OR AS DIRECTED BY THE ENGINEER.
- 2. EXPANSION JOINTS WILL ALSO BE REQUIRED AT TANGENT POINTS, DRIVE RAMPS, AND INLETS.
- 3. CONSTRUCTION JOINTS ARE TO BE CUT INTO CURB AND GUTTER EVERY 10' TO A DEPTH OF D/4.
- 4. CONCRETE TDOT CLASS "A"

REVISION	DATE			
		SPRINGFIELD. CHARGE SEE	EXTRUDED CURB DETA	IL
APPROVED BY:				THE CITY OF SPRINGFIELD
		SINCE 1819	THE CITT OF STRINGTEED	B-4
	DATE			(ST-203)

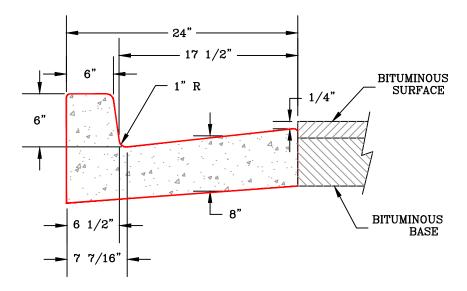


N.T.S.

TYPICAL CROSS-SECTION

- 1. EXPANSION JOINTS TO BE SPACED A MAX. OF 100' APART, OR AS DIRECTED BY THE ENGINEER.
- 2. EXPANSION JOINTS WILL ALSO BE REQUIRED AT TANGENT POINTS, DRIVE RAMPS, AND INLETS.
- 3. CONSTRUCTION JOINTS ARE TO BE CUT INTO CURB AND GUTTER EVERY 10' TO A DEPTH OF D/4.
- 4. CONCRETE TDOT CLASS "A"

REVISION	DATE			
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	DATE			(ST-201)

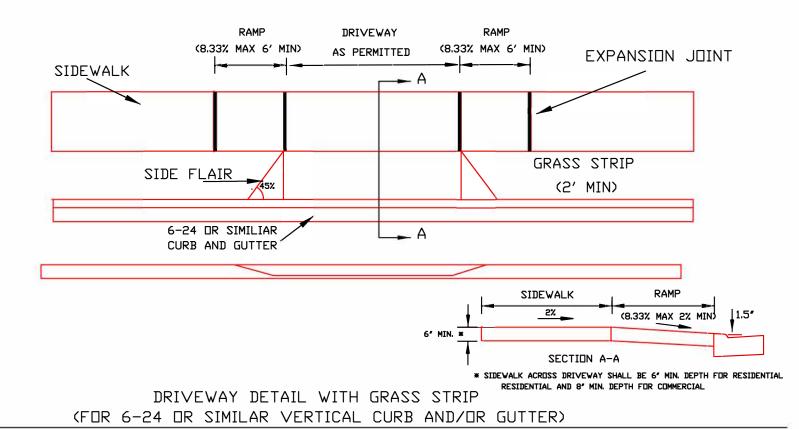


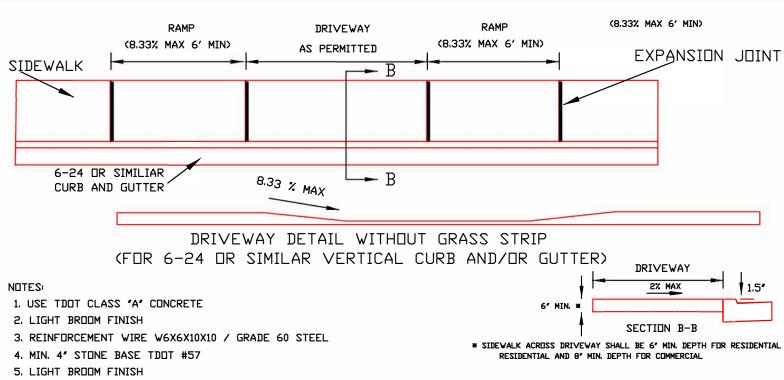
N.T.S.

TYPICAL CROSS-SECTION

- 1. EXPANSION JOINTS TO BE SPACED A MAXIMUM OF 100' APART, OR AS DIRECTED BY THE ENGINEER.
- 2. EXPANSION JOINTS WILL BE REQUIRED AT TANGENT POINTS, DRIVE RAMPS, AND INLETS.
- 3. CONSTRUCTION JOINTS ARE TO BE CUT INTO CURB AND GUTTER, EVERY 10', TO A DEPTH OF $\rm D/4$.
- 4. CONCRETE TDOT CLASS "A"

REVISION	DATE			
		SPRINGFIELD. AFAZESS	STANDARD 24" CURB AND G	UTTER
APPROVED BY:		3	THE CITY OF SPRINGFIELD	DRAWING NUMBER
	DATE	S/NCE 1819		B-6 (ST-204)





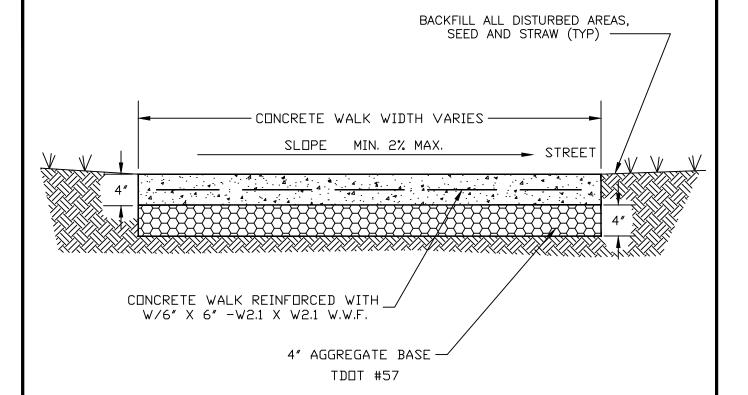
TYPICAL DRIVEWAY SIDEWALK, CURB AND GUTTER

6. MIN. OF 48" WIDE AREA ACROSS THE DRIVEWAY ENTRANCE, WITH A MAX. OF 2% CROSS SLOPE, SHALL BE MAINTAINED FOR PEDESTRIAN TRAFFIC OR AS SPECIFIED BY LATEST ADA GUIDELINES.
7. FOR SITES LOWER THAN THE CURB, ADJUST SITE GRADE TO MAINTAIN CURB FLOW IN STREET

8. 8.33% = 1:12, 2% = 1:48

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DRAWING NUMBER



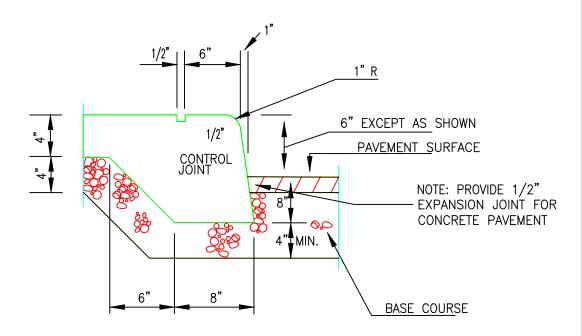
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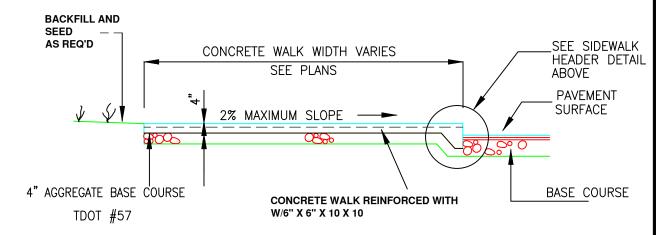
USE CONCRETE TDOT CLASS "A" LIGHT BROOM FINISH USE GRADE 60 STEEL CONTROL JOINTS @ 5' O.C. EXPANSION JOINTS @ 100' O.C.

CONCRETE SIDEWALK

NOT TO SCALE

REVISION	DATE			
		Sering Field of the Mars See	CONCRETE SIDEWALK	
APPROVED BY:				DRAWING NUMBER
		5/NCE 1819	THE CITY OF SPRINGFIELD	B-14
	DATE			(DR-181)

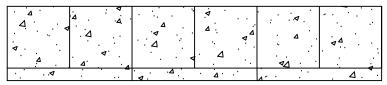




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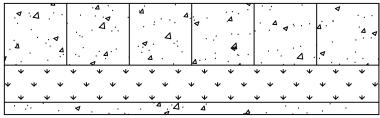
USE CONCRETE TDOT CLASS "A' LIGHT BROOM FINISH USE GRADE 60 STEEL CONTROL JOINTS @ 5' O.C EXPANSION JOINTS @ 100' O.C.

REVISION	DATE 11/5/07 07/24/09	SPRINGFIELD. YEARESS	TYPICAL CONCRETE SIDEWALK AND CURB COMBINATION	
APPROVED BY:	DATE	SEE SACE 1819	THE CITY OF SPRINGFIELD	B-15 (DR-182)



5' SIDEWALK-BUILT TO CURB

EXPANSION JOINT TO BE SPACED A MAXIMUM OF
100' APART, OR AS DIRECTED BY THE SPRINGFIELD
PUBLIC WORKS DEPARTMENT, TO MATCH CURB EXPANSION
JOINTS, WHERE SIDEWALK IS BUILT TO CURB.

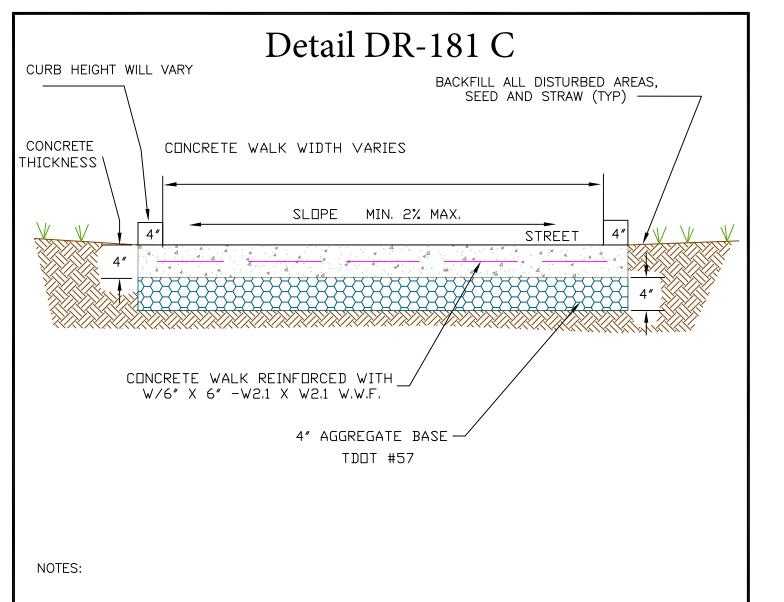


5' SIDEWALK-WITH GRASS PLOT

NOTES:

- 1. EXPANSION JOINTS TO BE SPACED A MAXIMUM OF 100' APART, OR AS DIRECTED BY SPRINGFIELD PUBLIC WORKS DEPARTMENT
- 2. EXPANSION JOINTS WILL BE REQUIRED AT TANGENT POINTS, DRIVE RAMPS, AND INLETS.
- 3. CONSTRUCTION JOINTS ARE TO BE CUT EVERY 5', TO A DEPTH OF $\mathrm{D}/4$.
- 4. CONCRETE TDOT CLASS "A"
- 5. WIRE MESH REQUIRED (6x6x10x10)

REVISION	DATE			
		S S RINGFIELD THE	STANDARD CONCRETE SIDE	WALK
APPROVED BY:		SEE		DRAWING NUMBER
		S/ACE 1819	THE CITY OF SPRINGFIELD	B-16
	DATE			(ST-210)



USE CONCRETE TDOT CLASS "A" LIGHT BROOM FINISH USE GRADE 60 STEEL CONTROL JOINTS @ 5' O.C. EXPANSION JOINTS @ 100' O.C.

CONCRETE SIDEWALK WITH H/C CURB

NOT TO SCALE

NOT TO SCALE

REVISION

#1 DRAWING 2/26/19 APPROVED BY: S/NCE 1819 DATE

DATE

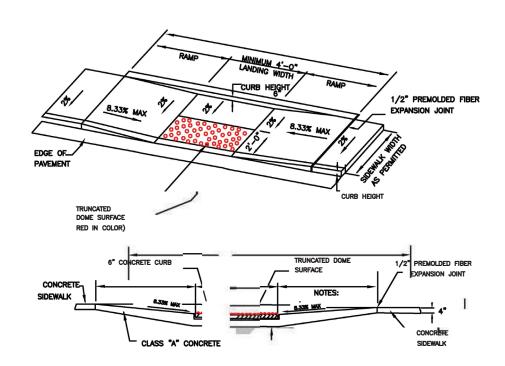
CONCRETE SIDEWALK WITH H/C CURB

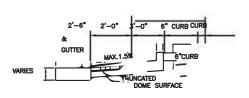
THE CITY OF SPRINGFIELD PUBLIC WORKS DEPARTMENT

DRAWING NUMBER

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Detail DR-181 HC





PARALLEL CURB HC RAMP

NOTES:

CONCRETE THICKNESS 4"
USE CONCRETE TDOT CLASS "A"
LIGHT BROOM FINISH
USE GRADE 60 STEEL
CONTROL JOINTS © 5' O.C.
EXPANSION JOINTS © 100' O.C.

DRAWING NUMBER

(DR-181 HC)

BID BOND

KNOW ALL WEN BY THESE	. PRESENTS , that v	we, the undersigned	1,	
				as PRINCIPAL ,
and				as SURETY ,
are hereby and firmly bour of		•		•
payment which, well and theirs, executors, administr	truly to be made,	we hereby jointly a		
Signed, this	_day of		, 20	
The condition of the above	e obligation is such	n that whereas the I	PRINCIPAL has s	ubmitted to
				a certain BID,
attached hereto and hereb	by made a part he	reof to enter into a	contract in writi	ng, 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 PROPOSAL FOR UNIT PRICE CONTRACT

Proposal	of				hereinafter	called
"CONTRAC	CTOR" to the	CITY OF SPRING	FIELD, TENNESSEE	hereinafter call	ed " OWNER ".	
The	CONTRAC	TOR in complia	ance with invitati	on for bids fo	r the construct	tion of
Miscellane	ous concret	e projects and	having examined	the plans and s	specifications w	ith the
related doo	cuments and	the site of the	proposed work, an	d being familiar	with all the con	ditions
surroundin	g the consti	uction of the pr	oposed project inc	luding the avail	ability of materi	als and
labor, here	by proposes	s to furnish all la	bor, materials, and	l supplies, and t	o construct the	project
in accorda	nce with the	contract docum	nents, within the ti	me set forth the	erein, and at the	prices
stated belo	ow. These p	rices are to cove	er all expenses inco	ırred in perforn	ning the work re	equired
under the	contract doc	cuments, of whic	h this proposal is a	part.		
COI	NTRACTOR I	nereby agrees to	commence work	under this contr	act on or before	a date
to be speci	ified in writt	en "Notice To P	roceed" of the OW	NER and to full	y complete the	project
by June 30), 2025, ther	eafter, as stipula	ated in the specifica	ations. CONTRA	CTOR further ag	rees to
	idated dama	ages the sum of	\$200.00 for each	Calendar Day th	ereafter as here	inafter
provided.						
The	CONTRACT	OR hereby decl	ares that he holds	Contractor's Lic	cense No	
as issued b	y the State	Authority in which	ch this work is to b	e done and that	this license is ir	າ effect
until			, and that he/sh	e will maintain l	his/her license i	n force
and effect	during the li	fe of the contrac	ct, including and th	e guarantee per	iod.	
COI	NTRACTOR 1	urther hereby a	grees to commence	e work under thi	is contract on or	before
10 Calenda	r Days of th	e date of the "N	otice of Call Out" f	rom the OWNE I	R and to fully co	mplete

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 \$200.00 for each Calendar Day thereafter for either of the above, 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 stipulated completion date of June 30, 2025, with the mutual consent of both parties.

Upon receipt of written notice of acce and deliver to the OWNER within ten (10) days attached in the sum of	•	
	(\$)
is to become the property of the OWNER in time set forth above, as liquidated damages for caused thereby.		
Signature of Owner or Corporate Officer	 Date	

BID for UNIT PRICE CONTRACT CONCRETE CONSTRUCTION

Item	Description	Qty	Unit	Unit Price	Amount
100	Driveway Ramp – Remove/Install, Detail B-7, 1 – 100 SF (6" thick & wire mesh)	250	SF		
101	Driveway Ramp – Install Only, Detail B-7, 1 – 100 SF (6" thick & wire mesh)	250	SF		
102	Driveway Ramp – Remove/Install, Detail B-7, 101 or more SF (6" thick & wire mesh)	500	SF		
103	Driveway Ramp – Install Only, Detail B-7 101 or more SF (6"' thick & wire mesh)	500	SF		
104	Concrete Curb, Detail DR-181 C 1 – 100 LF	200	SF		
105	Concrete Curb, Detail DR-181 C 101 or more LF	100	SF		
106	Concrete Ditch Paving 1 – 200 SF (4" thick)	300	SF		
107	Concrete Ditch Paving 201 or more SF (4" thick)	850	SF		
108	Concrete Ditch Paving (Pour and finish only)	250	SF		
109	Sidewalk & Curb – Detail B-15 1 – 200 SF	600	SF		
110	Sidewalk & Curb – Detail B-15 201 or more SF	3,000	SF		
111	Sidewalk – Detail B-14 1 – 200 SF	500	SF		
112	Sidewalk – Detail B-14 201 or more SF	1,000	SF		
113	Slab Construction – 6" 1 – 250 SF	250	SF		
114	Slab Construction – 8" 1 – 250 SF	250	SF		
115	Slab Construction – 6" 251 or more SF	1,000	SF		
116	Slab Construction – 8" 251 or more SF	1,000	SF		
117	Curb & Gutter – Detail B-6 24"	100	LF		

Item	Description	Qty	Unit	Unit Price	Amount
118	Furnish & Install Red Truncated Dome ADA Approved	100	SF		
119	Golf Cart Path 200 more SF (4" thick)	1,500	SF		
120	ADA Ramp	1,000	SF		
121	Post Curb – Detail B-5	500	LF		
122	Extruded Curb – Detail B-4	500	LF		
123	Parallel Curb Handicap Ramp – Detail DR-181 HC	1,000	SF		
124	Crushed Limestone TDOT #57 or #67 Includes grading, backfill, install	250	TON		
125	Sawing & Removal of Asphalt Pavement 8" maximum depth	100	SF		
126	Removal of Driveway Ramp All depths	100	SF		
127	Removal of Sidewalk & Ramps All depths	100	SF		
128	Removal of Curb & Gutter All depths	100	LF		
129	Pour in place drainage structure (Headwall, inlet, etc.)	20	CY		
130	Cart Path – Macro-fiber reinforced Concrete 4" depth-dosage 3.0 lb/cy	100	SF		
131	Concrete Structure – Rebar included	100	CY		
200	Driveway Ramp 6" – Remove/Install, Detail D, 1 – 100 SF (6" thick), Using City materials	250	SF		
201	Driveway Ramp – Install Only, Detail B-7, 1 – 100 SF (6"), Using City materials	250	SF		
202	Driveway Ramp – Remove/Install, Detail B-7, 101 or more SF (6"), Using City materials	500	SF		
203	Driveway Ramp – Install Only, Detail B-7 101 or more SF (6"), Using City materials	500	SF		
204	Concrete Curb, Detail DR-181 C 1 – 100 LF, Using City materials	200	LF		
205	Concrete Curb, Detail DR-181 C 101 or more LF, Using City materials	100	LF		
206	Concrete Ditch Paving	300	SF		

	1 – 200 SF (4" thick), Using City materials				
Item	Description	Qty	Unit	Unit Price	Amount
207	Concrete Ditch Paving 201 or more SF (4"	950	850 SF		
207	thick), Using City Materials	830			
208	Concrete Ditch Paving (Pour and finish	250	SF		
200	only), Using City materials	250	31		
209	Sidewalk & Curb – Detail B-15	600	SF		
203	1 – 200 SF, Using City materials	000	31		
210	Sidewalk & Curb – Detail B-15	3,000	SF		
210	201 or more SF, Using City materials	3,000	31		
211	Sidewalk – Detail B-14	500	SF		
	1 – 200 SF, Using City materials	300	31		
212	Sidewalk – Detail B-14	1,000	SF		
	201 or more SF, Using City materials	_,	<u> </u>		
213	Slab Construction – 6"	250	SF		
	1 – 250 SF, Using City materials		<u> </u>		
214	Slab Construction – 8"	250	SF		
	1 – 250 SF, Using City materials				
215	Slab Construction – 6"	1,000	SF		
	251 or more SF, Using City materials	,			
216	Slab Construction – 8"	1,000	SF		
	251 or more SF, Using City materials	,			
217	Curb & Gutter – Detail B-6	100	LF		
	24", Using City materials				
218	Golf Cart Path, 200 more SF (4" thick),	1,500	SF		
	Using City materials				
219	ADA Ramp, Using City materials	1,000	SF		
	Post Curb Potail P. F. Heing City				
220	Post Curb – Detail B-5, Using City	500	LF		
	materials Extruded Curb – Detail B-4, Using City				
221	materials	500	LF		
	Parallel Curb Handicap Ramp – Detail				
222	DR-181 HC, Using City materials	1,000	LF		
	Cart Path – Macro-fiber reinforced				
223	Concrete 4" depth-dosage 3.0lb/cy	100	SY		
223	Using City materials	100	51		
	220 6.01600.1610	<u> </u>	<u> </u>		
			G	RAND TOTAL	

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

Respectfully submitted by:		
Signature of Owner or Corporate Officer	Print Name	
Title	Date	
Company	Phone	
Address		
Email		

BID CONTRACT AGREEMENT

This CONTRACT , made this	day of	, 2024 and between
THE CITY OF SPRINGFIELD, TENNES		
a	of	,
County of		
WITNESSETH : That for and in conmentioned, to be made and perform the OWNER to commence and continuous to the OWNER to commence and OWNER to the OWNER to commence and OWNER to commence and OWNER to commence and OWNER to the OWNER to	rmed by the OWNER , the CON	ITRACTOR hereby agrees with
ANNUAL CONTRACT for the projects in Springfield, includin curb, concrete sidewalk and dr for completion of this project directed by the Public Works I construction necessary to comconstruction plans and having documents and the site of the Public Works Director.	g concrete curb, concrete ditcle iveway construction and any construction plans a per the construction plans a Director. Any traffic control per aplete this project to the lines g examined the plans and spe	h paving, headwall, extruded other construction necessary and specifications and/or as er the MUTCD and any other and grades indicated on the ecifications with the related
Hereinafter called the PROJECT, fo	r the sum of	
	Dollars (\$	5)

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, 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, 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, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Clayton Moore, P.E. herein entitled the DIRECTOR, and as encumbered in Part 1 of the General

Provisions, all of which are made a part hereof and collectively evidence and constitute the contract.

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 fully completed and approved by the DIRECTOR by June 30, 2025, thereafter, as stipulated in the specifications. **CONTRACTOR** further agrees to pay as liquidated damages the sum of \$200.00 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 completion date of June 30, 2025, with the mutual consent of both parties.

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 \$200.00 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 **CONTRACTOR** in current funds for the performance of the contract, subject to additions and deductions, as follows: pay request shall be submitted on the 1st and the 15th of each month, the **CONTRACTOR** shall prepare and submit to the 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 period. Upon DIRECTOR approval of the estimate, and no later than the fifteen (15) days after submittal by the **CONTRACTOR**.

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 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. Submittal of all test results to the Director for approval.
- f. The preparation by the **CONTRACTOR** and approval by the 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 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	_
Contractor	 Witness
Title	Title
Address	

CONTRACT PAYMENT AND PERFORMANCE BOND

CONTRACT	NO.	

De Status a that
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 <i>in solido</i> , under the following bonds:
<u>Payment Bond</u> . 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) 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.

Principal/Contractor 1		
Ву:	Date	
Printed Name and Title		
(For Joint Venture)		
Principal/Contractor 2		
Ву:	Date	
Printed Name and Title		

In witness whereof we have signed this instrument as dated.

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 to monthly progress reports and/or the contra	from City of Springfield, Tennessee with respect act bonds should be directed to:
Name	Name
Address	Address
City, State, Zip	City, State, Zip
Phone Number	Phone Number
Email	Email

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:	
manner of execution thereof, and agreements has been duly execute their duly authorized representations and authority to execute said ag	I am of the opinion that each of the aforesaided by the proper parties thereto acting through twe; that said representatives have full power reements on behalf of the respective parties
,	egoing agreements constitute valid and legally is executing the same in accordance with terms,
Signed:	Data
אואווהם:	Date: