

**PUBLIC NOTICE
INVITATION TO BID #1204**

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

**CROSSWALK STAMPING AND PAINTING INSTALLATION
AT VARIOUS LOCATIONS NEAR THE SPRINGFIELD SQUARE
CONTRACT #PW2206**

Bid documents may be downloaded at www.springfieldtn.gov. Contract includes the placement of decorative crosswalks located in multiple locations in the downtown area. For questions contact Clayton Moore, PE, at 615.384.2746. Please reference **Bid #1204** 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, May 24, 2022. The City of Springfield reserves the right to reject any and all bids.

Lisa H. Crockett
City Recorder

TABLE OF CONTENTS

The following table of contents outlines the list of the **CROSSWALK STAMPING AND PAINTING INSTALLATION AT VARIOUS LOCATIONS NEAR THE SPRINGFIELD SQUARE CONTRACT #PW2206** documents. The contractor is advised that this proposal, the drawings, 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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BID PROPOSAL #1204

This project is for a **CROSSWALK STAMPING AND PAINTING INSTALLATION AT VARIOUS LOCATIONS NEAR THE SPRINGFIELD SQUARE CONTRACT #PW2206** includes traffic signal modification, pedestrian signal installation, pavement marking, traffic control, and other miscellaneous items. For questions contact Clayton Moore, PE, at 615.384.2746.

Bids will be received until **2:00 PM, LOCAL TIME, May 24, 2022** at which time and place bids will be publicly opened and read aloud. Sealed bids must be addressed to:

Office of the City Recorder
405 North Main Street
Springfield, Tennessee 37172

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

A Cashier's check or Bid Bond in an amount of 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 (100%) of the contract will be required of the successful contractor. All bidders shall be a licensed Contractor as required by the State of Tennessee Contractor's Licensing Act of 1976.

Any addenda to proposal must be acknowledged by all bidders. Failure to acknowledge receipt of an addendum letter(s) is grounds for rejection. It shall be the bidder's 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.

Bid proposals may be downloaded at:

www.SpringfieldTN.gov

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

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

Tennessee Code Annotated § 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 Ineligible to Contract with the State of South Carolina or any Political Subdivision of the State per the Iran Divestment Act of 2014, S.C. Code Ann §§ 11-57-10, et. Seq.”

While inclusion on the 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: August 24, 2021

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. Unipecc (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 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 Act 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.

LIST OF DRAWINGS

The following list of drawings outlines the **CROSSWALK STAMPING AND PAINTING INSTALLATION AT VARIOUS LOCATIONS NEAR THE SPRINGFIELD SQUARE** Contract Documents. The Contractor is advised that this Project Manual, the drawings, and any and all 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 parts of the Contract Documents shall be brought to the Owner’s attention prior to commencing construction. The Contractor is responsible for verifying that all documents have been included.

<u>Item No.</u>	<u>Description</u>
1	Title Sheet
2	Map of locations
3	Crosswalk Patterns
3	Material specifications
4	Crosswalk Notes and Quantities



Aerial View 1

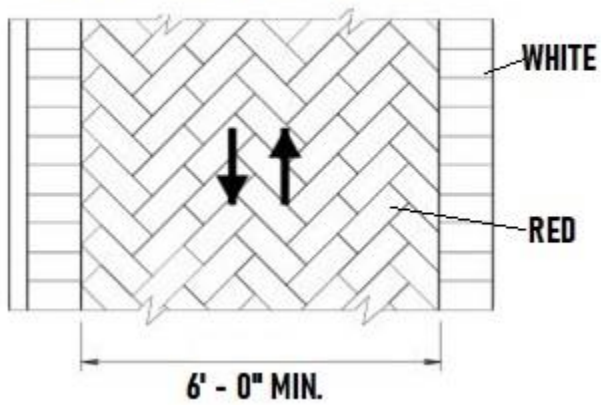


Aerial View 2

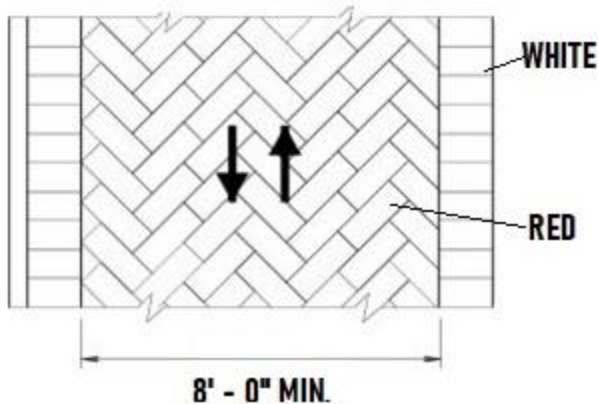
Crosswalk Patterns:

Field verify locations with city staff.

DECORATIVE CROSSWALK



DECORATIVE CROSSWALK



SPECIFICATIONS:

Decorative asphalt is asphalt stamping that creates an imprinted surface pattern and/or installs color coatings to the surface of a newly constructed asphalt pavement. Mock ups may be required at the city's discretion to ensure Contractor familiarity with product and installation procedures. Acceptance of colors and application procedures will be accepted in writing from the city to the contractor prior to commencement of work. Payment for mock ups, if required in the contract documents, will be considered incidental to the stamping or coating item.

The Contractor shall submit for review and approval all manufacturer product and technical data for materials proposed to be installed. The Contractor shall submit for review and approval a sample of the stamped asphalt material prior to installation. These submittals shall be submitted to the Engineer.

Only Accredited Stamped Asphalt Crosswalk Installers authorized by the manufacturers of the stamped asphalt crosswalk product may perform this work.

SUBMITTALS

- A. The Accredited Stamped Asphalt Crosswalk Installer shall provide written proof of their Accreditation.
- B. The Accredited Stamped Asphalt Crosswalk Installer shall gain confirmation of correct stamping pattern(s) and colors from the Owner prior to starting the Work.
Color: Regimental Red Pattern: 45-degree herringbone
- C. The construction of mock-ups shall be a minimum of a 6'x6' section for each color and stamp pattern specified if requested.

MATERIALS:

All products used in the surfacing system shall meet the minimum physical and performance properties in Table 322-1. The Contractor shall, upon request, submit a Certificate of Compliance to the Engineer indicating that the materials to be included in the work meet these specification requirements. The color used for painted asphalt shall be as per the contract documents or as approved by the Agency.

TABLE 322-1		
ASPHALT SURFACING SYSTEM PHYSICAL PROPERTIES		
CHARACTERISTIC	TEST SPECIFICATION	TEST RESULT – BASE
Solids by Volume (%)	ASTM D2697	68% Min
Solids by Weight (%)	ASTM D2369	78% Min
Density	ASTM D1475	13.7 lbs./gal Min
Dry-Time (To Recoat)	ASTM D5895	20 Min
Taber Wear Abrasion Dry H-10 Wheel	ASTM D4060 1 day cure	0.16 g/1000 cycles Max
Taber Wear Abrasion Wet H-10 Wheel	ASTM D4060 7 days cure	2.34 g/1000 cycles Max
QUV E Accel.	ASTM G154 Delta	0.53 Min
Hydrophobicity Water Absorption	ASTM D570	7.6% (9 Day Immersion) Max
Shore Hardness	ASTM D2240	67 Type D Min
Mandrel Blend	ASTM D522 -93A	1/4" @ 21 Degree C Pass Min
Permeance	ASTM D1653	3.77 g/m ² /hr. (52 mils) Max
VOC	Per MSDS	25 g/l Max
Adhesion to Asphalt	ASTM D4541	Substrate Failure
Friction Wet	ASTM E303 British Pendulum Tester	WP * Coated - 62 Min WP * Uncoated - 59 Min AC ** Coated - 70 Min AC ** Uncoated - 61 Min
Cure Time	Measured @ 77 Degrees Fahrenheit	Dry to touch – 20 Min Light Foot/Vehicle Traffic – 2-4 Hrs. Full Cure – 5 to 7 days

WP*= Wheel Path (Test conducted on asphalt pavement in wheel path.)

AC**= Adjacent to curb (Test conducted on asphalt pavement adjacent to curb.)

INSTALLATION & SURFACE PATTERNING:

The patterning equipment shall be metal templates that shall correspond to the patterns shown in the project plans and specifications.

The Contractor shall obtain the Engineer’s approval prior to beginning asphalt stamping.

The asphalt to be stamped shall be uniformly heated using infrared technology to a temperature that shall not exceed 280 degrees Fahrenheit. Templates shall be set in place using a plate compactor and fully embedded into the asphalt.

The template imprint depth shall be 3/8" over 95% of the patterned area. Template print depth shall be inspected prior to coating to ensure compliance. All hand tooling shall be complete, full depth, aligned vertically, and shall extend to the edge of the asphalt pavement, common edge, concrete curb, gutter, or other border. There shall be no over print or shadowing of patterns and no remnants of excess print on surrounding unintended areas. Should overprinting or other imperfections occur, these areas shall be repaired by using the same process outlined in this section to return the asphalt to a smooth condition to that of the unstamped area(s).

Surfacing System (Painted Asphalt &/or Clear Coat Sealant): The air temperature shall be at least 45 degrees F and rising before the application of surface system products begin. There shall also be no precipitation expected within 24 hours of the anticipated surfacing completion. The surface shall be free from laitance, grease, deleterious oils, or any other foreign matter prior to placing any pavement coating.

The Contractor shall use sufficient masking to ensure that the surface system products are applied only where specified. Masking shall be complete and no overspray, or other imperfections, onto surfaces not designated as coated surfaces shall be allowed.

The Contractor shall apply the surface system products per the manufacturer's recommendation. After the colorant has had sufficient time to set, a clear coat sealant, if required, shall be applied per the manufacturer's recommendation.

Total thickness of the surfacing product shall be per the manufacturer's recommendation or greater including the sealant.

After the surfacing system products have been applied, the treated asphalt shall not be exposed to vehicular traffic for eight (8) hours, or per the manufacturer's recommendation.

MEASUREMENT:

Approved and accepted decorative asphalt installations shall be measured by the square foot for asphalt surface patterning with color coating or for asphalt surface color coating without surface patterning. The measurement for asphalt stamping specialty design shall be the number of approved and accepted installations of each specialty design. Asphalt coloring shall be measured by the square foot.

BID BOND

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

_____ as Principal,

and _____ as Surety,

are hereby held and firmly bound unto _____ as Owner,

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

Signed this _____ day of _____, 2022.

The condition of the above obligation is such that WHEREAS the **Principal** has submitted to the **Owner**, 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 respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the **Surety** for any and all claims hereunder, shall in no event, exceed the penal amount of this obligation as herein stated.

The **Surety**, for value received, hereby stipulates and agrees that the obligations of said **Surety** and its bond shall be in no way impaired or affected by any 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.

Principal (L.S.)

Surety

SEAL

By: _____

BID FOR LUMP SUM 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 **CROSSWALK STAMPING AND PAINTING INSTALLATION AT VARIOUS LOCATIONS NEAR THE SPRINGFIELD SQUARE CONTRACT #PW2206** 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 within 90 calendar days thereafter as stipulated in the specifications. **BIDDER** further agrees to pay as liquidated damages the sum \$300.00 for each Calendar Day thereafter as hereinafter provided. 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/she will maintain his/her license in force and effect during the life of the contract, including and the guarantee period. Upon receipt of written notice of acceptance of this bid, the **BIDDER** will execute and deliver to the **OWNER** within ten (10) days the formal construction contract. The bid security attached in the sum of _____ (\$_____)

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

**BID FOR LUMP SUM CONTRACT
 CROSSWALK STAMPING AND PAINTING INSTALLATION
 AT VARIOUS LOCATIONS NEAR THE SPRINGFIELD SQUARE
 CONTRACT #PW2206**

ESTIMATED SIGNAL QUANTITIES					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
716-05.22	Stamped Asphalt and Paint	S.F.	7,730		
TOTAL					

NOTES:

1. Quantities are for bid purposes only and may be increased, decreased or deleted without any additional compensation to the Contractor.
2. City will provide traffic control for the project, and will determine the size of street closures to minimize impact to local businesses.
3. Paint and procedures to match specified materials.
4. Bid items are to include all cost associated with installation of items.
5. Contractor to coordinate with City on these items.

Respectfully submitted:

 Signature of Owner or Corporate Officer

 Print Name

 Title

 Date

 Company

 Phone

 Address

 Email

PERFORMANCE AND PAYMENT BOND

The form to be used for the Performance and Payment Bond shall be completed upon the issuance of the Notice of Award. Said document shall be considered a part of the Project’s Contract Documents.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business)

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date:

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

EJCDC No. 1910-28-A/B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

CONTRACT AGREEMENT

This **CONTRACT**, made this _____ day of _____, 2022 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:

The **CONTRACTOR**, in compliance with your invitation to bid for the **CROSSWALK STAMPING AND PAINTING INSTALLATION AT VARIOUS LOCATIONS NEAR THE SPRINGFIELD SQUARE**, and any other construction necessary for completion of this project per the construction plans and specifications and/or as directed by the ENGINEER. Any traffic control per the MUTCD and any other construction necessary to complete this project to the lines and grades indicated on the construction plans and having examined the plans and specifications with the related documents and the site of the proposed work, or any work that may be directed by the ENGINEER.

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.

Hereinafter called the PROJECT, for the sum of

_____ (\$ _____)

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 (its 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, PE, herein entitled the Engineer, 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 within 90 calendar days, thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum \$300.00 for each Calendar Day thereafter as hereinafter provided.

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 of each month, the **CONTRACTOR** shall prepare and submit to the ENGINEER 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 ENGINEER 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 ENGINEER 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 Engineer for approval,
- f) The preparation by the **CONTRACTOR** and approval by the ENGINEER 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 two counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

THE CITY OF SPRINGFIELD, TENNESSEE

Ann Schneider, Mayor

(City Seal)

Lisa Crockett, City Recorder

Witness, Title

Contractor, Title

Witness, Title

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