

**CITY OF TULLAHOMA  
PURCHASING DEPARTMENT**

**BID PACKAGE FOR  
PAVING**

**CITY OF TULLAOMA**  
**Request for Bids**  
**201 West Grundy St.**  
**PO BOX 807**  
**Tullahoma, TN 37388**  
**(931) 455-2648**

**Description:** Paving of city streets for the City of Tullahoma which shall include the vendor to furnish all plant, equipment, labor, materials (including tack material) and supervision. This bid award will be from the date of award through June 30, 2015.

**Offer Due Date:** October 17, 2014, 10:00 a.m. CST                      **Bid Document No.:** 15-02

It is the purpose of this document to solicit bids for the City of Tullahoma (herein referred to as the City) for a vendor to supply the above paving needs. Quantities are not guaranteed. The bids for paving specified will be received by the City, Purchasing Department at the below specified location until the time and date cited. Bids received by the correct time and date will be opened and the name of each vendor will be publicly read.

**Offer Opening and Submittal Location:**                      City of Tullahoma  
201 West Grundy St.  
PO BOX 807  
Tullahoma, TN 37388  
Attention: Purchasing Officer

Bids must be in the actual possession of the City of Tullahoma, Purchasing Officer on or prior to the time and date, and at the location indicated above. Late bids will not be considered. Bids must be submitted in a sealed envelope and marked **“PAVING BID”** with the vendor’s name and address clearly indicated on the envelope. **Include license number, date of license, and classification on outside of bid envelope.** Additional instructions for preparing an offer are provided with in. FAX BIDS are NOT acceptable.

For questions regarding  
General Terms and Conditions contact:

Frances Samples  
Purchasing Officer  
(931) 455-2648 ext. 116

For questions regarding  
Technical Specification contact:

Wayne Limbaugh  
Public Works Director  
(931) 454-1768

**CITY OF TULLAHOMA**  
**201 West Grundy Street**  
**PO BOX 807**  
**Tullahoma, TN 37388**  
**(931) 455-2648**

**PAVING BID**

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**SECTION ONE  
REQUEST FOR BID  
City of Tullahoma  
General Specifications**

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Sealed bids for the furnishing of all plant, equipment, labor, materials (including tack material) and supervision for the paving of the city streets and city parking lots for fiscal year 2014-2015 are being accepted. Bids for the paving contract ending June 30, 2015 will be received at the Purchasing Office, 201 West Grundy, Tullahoma, Tennessee no later than 10:00 am: Friday, October 17, 2014, at which time the bids will be publicly opened and recorded. . **All bids must be in a sealed envelope and marked “Paving Bid”. Include License Number, Date of License, and Classification on outside of envelope.**

At the time of final acceptance of all work under this contract, the contractor shall furnish to the city a written guaranty that all failures of any portion of the work under this contract, within a period of twelve (12) months from final acceptance, due to defective materials or poor workmanship shall be properly repaired to the satisfaction of the Public Works Director at no additional cost to the City of Tullahoma.

The City of Tullahoma will establish which streets will be surfaced, and will give up to (10) ten working days notice before paving must begin. Paving can start anytime during the 10 day period. The City will consider any reasonable request to extend the 10 day grace period. It is the City of Tullahoma’s intent to work with vendors; however, we reserve the right to cancel the contract for (3) three occasions of failure to comply with scheduled dates to proceed.

The work shall include surface preparation and repair of existing paved and unpaved surfaces, tack coat, and a surface course for streets in the city limits of Tullahoma. The work shall also include any and all striping of streets to comply with state specifications, as well as any other applicable markings that might be required if requested. The City does reserve the right to contract stripping elsewhere when desired.

Samples of the mixture will be taken as many times daily as the City of Tullahoma deems necessary and the mixture shall be maintained uniformly, within the tolerance herein stipulated, throughout the construction of the project.

Any job mix formula submitted and approved but found to be unacceptable shall be re-adjusted to the satisfaction of the City of Tullahoma.

All asphalt and construction practices used in the paving of streets for the City of Tullahoma shall conform to Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

The City may request and the contractor will comply to have loads of mix weighed on the City’s certified scales and these weights will be determining weights if there is a discrepancy in weight. Discrepancies in weight will be considered grounds for cancelling the contract.

Contractor must submit job mix formula for approval by the Public Works Director or the Superintendent before paving commences if requested.

The successful bidder will be responsible for his own engineering, layout and grades. All plant equipment and equipment used for paving must meet Tennessee Department of Transportation specifications.

**REQUEST FOR BID**  
**City of Tullahoma**  
**General Specifications**

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The contractor shall be licensed for the classification of work required for the project in accordance with the laws, rules and regulations of the State of Tennessee. Attached to and made a part thereof, each bidder must submit a copy of their license, the amount of their monetary limitation and the general and specialty classification of their company. On front of the bid envelope the bidder shall mark “**Paving Bid**”, show his applicable state license number, expiration date, and that part of the classification applying to the bid. Failure to comply will result in the bid being rejected without consideration. The successful bidder will provide proof of workman’s compensation insurance before work may begin.

No bidder may withdraw a submitted bid after the formal opening of the bid. Bid tabulations will be available for phone inquiries the day following the opening. The successful vendor (s) will be notified by mail when their offer has been accepted by the Board of Mayor and Aldermen and their decision is final.

Bidders shall guarantee asphalt availability on asphalt to be picked up at the plant site at least two (2) days per week from date the bid is awarded through the last working day in June of 2012 except during the winter months as defined by the State of Tennessee DOT specifications. Plant must be in operation at the time of bid opening.

Any asphalt projects not included in this bid will be negotiated by the Public Works Director and successful low bidder (I.E., shoulder work, widening roadways, drainage, etc.).

Vendors bidding material for pick-up by the City of Tullahoma personnel should have asphalt within a radius that would make pick-up feasible. Distance to plant for pick-up will be a consideration in the award. Prices shown should be unit prices. In place work will be on an “as needed” basis and no quantities are guaranteed.

## TERMS AND CONDITIONS

CITY OF TULLAHOMA  
Purchasing Department  
201 West Grundy Street  
PO BOX 807  
Tullahoma, TN 37388

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**Evaluation Criteria:** Representatives from the Purchasing Department and the Public Works Department will evaluate and rank each offer based on the criteria requested within this document. Bids shall be reviewed solely on the information received in the written response. The decision of the City shall be final and conclusive when the Board of Mayor and Aldermen vote.

In addition to the price, the following standards will also be applied in the bid evaluation:

- a) The ability of the bidder to perform the contract or provide the material or service required.
- b) Whether the bidder can perform the contract or provide the material or service promptly or within the time specified without delay or interference.
- c) References of the character, integrity, reputation, experience and efficiency of the bidder.
- d) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- e) The ability of the bidder to provide future maintenance and service for the use of the subject contract.
- f) Terms and conditions stated in the bid.
- g) Compliance with specifications or request for proposal.

The City of Tullahoma reserves the right to accept or reject any or all Bids received. The recommended vendor may be required to participate in negotiations concerning the nature and extent of products, guarantees, and services provided.

**Changes:** The City reserves the right to revise and make changes within the general scope of work as may be deemed necessary to best serve the interest of the City. All changes shall be documented by formal amendment.

**Price:** All prices shall be quoted on the enclosed bid submission form. Prices not on the provided bid submission form shall not be considered. The prices shown on the bid submission form shall be guaranteed from the notice of award through June 30, 2015.

**Vendor's Errors:** The City will not be responsible for any errors or omissions on the part of the vendor.

**Notification of Award:** The successful vendor(s) will be notified by mail when their offer has been accepted by the Board of Mayor and Aldermen as recommended for award.

**SECTION TWO**  
**GENERAL INSTRUCTIONS**  
CITY OF TULLAHOMA  
Purchasing Department  
201 West Grundy St.  
PO BOX 807  
Tullahoma, TN 37388

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**Bid Bond:** No bid bond will be required for this bid.

**Performance Payment Bond:** The successful contractor must provide a \$25,000 performance/payment bond for the full length of the contract.

**Insurance:** The successful contractor must provide a certificate of insurance in the amount of \$1,000,000 and proof of workman's compensation insurance before work can begin.

**Type of Awards:** Where applicable, the City reserves the right to make multiple awards if it is in the best interest of the City to do so.

**Alternate Bids:** Bids submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be noted within the Exceptions Section of the Bid sheet with an attachment specifying the paragraph(s) being referenced and an adequate explanation of the exception.

**Effective Period of Offer:** This offer shall remain in effect for a period of ninety (90) calendar days from the offer opening date and is irrevocable.

**Payment Terms:** If payment terms are not indicated, terms of NET 30 shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the product, whichever is later. The payment terms will be considered in the price evaluation of Bids.

**Unit Price to Prevail:** In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by the City.

**Offer Price Corrections:** All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the Bids have been opened.

**Technical Specifications:** Technical specifications define the acceptable standard. Bids that do not meet or exceed the specified standards will be reviewed and may be considered if the manufacturer's product meets industry standards as determined by the City of Tullahoma.

**Restrictive Offer Provisions:** If specifications preclude an otherwise qualified vendor from submitting an offer, a written request for modification must be received by the Purchasing Officer at least five (5) days prior to the offer opening. All vendors will be notified by an addendum to the SOLICITATION of any approved changes.

**SECTION TWO**  
**GENERAL INSTRUCTIONS**  
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**Responsibility for Compliance with Legal Requirements:** The Vendor's products and services shall be in full compliance with all applicable Federal, State, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.

**Responsibility for Correction:** It is agreed that the Vendor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of a call back, Vendor agrees to give the City first priority. Vendor agrees that if the product or service offered does not comply with written specification, the Purchasing Officer has the right to cancel the sale at any time with full refund within thirty (30) calendar days after notice of noncompliance. Vendor further agrees to be fully responsible for any consequential damages suffered by the City.

**Warranty:** All items shall be guaranteed against defects in material and workmanship. During the warranty period, if a defect should occur, that item shall be repaired or replaced by the Seller at no obligation to the City, except where it is shown that the defect was caused by misuse and not by faulty manufacture. The vendor expressly warrants all items to be new free from defects in design, materials, and workmanship, and to be fit and sufficient for their intended purpose.

**Rejection of Bids:** The City reserves the right to reject any or all Bids, or any part thereof, to accept any offer or any part thereof, or to waive any formalities when it is deemed to be in the City's best interest.

**Tax Exemption:** The City is exempt from sales tax and other forms of taxation as a Municipal Corporation.

**Late Submission of Claim by Seller:** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.

**Protest of Award:** Any person who has an objection to the awarding of a Solicitation by the City, pursuant to competitive Bid procedures shall lodge that protest, in writing, with the Purchasing Officer prior to award by the Board of Mayor and Aldermen. A protest lodged after award by the Board will not be considered.

**Addenda:** The City shall not be responsible for any oral instructions made by any employees or officers of the City in regard to the instructions, drawings, specifications, or contract documents. Any changes to the plans and specifications will be in the form of an addendum, which will be furnished to all vendors who are listed with the City as having received the solicitation or to any other vendor who requests an addendum.

**SECTION TWO**  
**GENERAL INSTRUCTIONS**  
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Purchasing Department  
201 West Grundy St.  
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Tullahoma, TN 37388

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**Vendor Identification:** The City is not responsible for the pre-opening of, post-opening of, or the failure to open, an offer not properly addressed or identified. The bids must be in a sealed envelope and marked **“PAVING BID”**.

**Vendor Modification:** The City will not be responsible for vendors adjusting their offer based on oral instructions by any member of the City staff.

**Vendor Performance:** Prior vendor performance in regard to product, service, or representation of/from the vendor may be used in evaluation of this offer. Unsatisfactory performance to the City of Tullahoma may be considered sufficient grounds for rejection of this offer. Please provide a list of five (5) municipal or state references with your bid package.

**Quantities:** The City of Tullahoma reserves the right to add, reduce, or delete any quantities listed in the bid schedule at the unit price bid.

**Title VI:** “It is the policy of the City of Tullahoma to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21; related statues and regulations to that end that no person shall be excluded from participation in or be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, bidders agree to comply with the same non-discrimination policy.”

**Bid Submission:** The City recommends that you submit your sealed bid by a reliable delivery service that guarantees delivery. Also, an authorized representative from the vendor may submit a sealed bid directly to City Hall prior or on the date and time designated in the bid.

**DRUG-FREE WORKPLACE AFFIDAVIT**

**STATE OF TENNESSEE**

COUNTY OF COFFEE

The undersigned, principal officer of \_\_\_\_\_, an employer of five (5) or more employees contracting with Tullahoma City government 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 saith not.

\_\_\_\_\_  
Principal Officer

**STATE OF TENNESSEE**

COUNTY OF COFFEE

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.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**SECTION FOUR  
CITY OF TULLAHOMA  
OUTLINE OF PAVING REQUIREMENTS**

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**GENERAL:**

The project consists of the street pavement repairs, and paving within the City of Tullahoma. This consists of a contract for paving for 2014-2015 fiscal year. The final day of this contract shall be June 30, 2015. The bid can be renewed for an additional year if both parties agree to renew. Quantities are not guaranteed. The amount of paving will be determined by the amount of budgetary funds approved by the Board of Mayor and Aldermen each year.

**PAYMENT:**

Payment shall be made upon completion of the work and after inspection and approval by the City.

**DESCRIPTION OF WORK:**

The following work is included in the Contract:

1. Street pavement or parking lot pavement repairs include saw cutting existing pavement, digout of damaged sections, installing stone and / or binder to depths determined by the Public Works Director or City Engineer for all city departments and agencies.

Work includes all labor, materials, tools and equipment, supplies and traffic control equipment.

2. Paving work consists of overlaying streets or parking lots as indicated on plans and / or as directed by Public Works Director or Superintendent. Work includes all labor, materials, tools and equipment, supplies, traffic control equipment, and adjustment of castings.

All bid items listed in the Base Bid Schedule include installation, material, labor, tools, equipment, and supplies to construct and complete said Work.

**SECTION FIVE  
CITY OF TULLAHOMA  
BID SUBMISSION FORM  
PAVING**

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TO: Ms. Francis Samples  
Purchasing Officer  
City of Tullahoma  
201 West Grundy  
P. O. Box 807  
Tullahoma, TN 37388

1. Pursuant to and in compliance with the Invitation to Bid and the proposed Contract Documents relating to construction of:

Street Paving and Repairs  
Tullahoma, TN  
Including Addenda\_\_\_\_\_

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and cost of the Work at the place where the Work is to be completed, and having fully inspected the site and all particulars, hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the proposed Contract Documents, including furnishing any and all labor and materials, and to do all work required to construct and complete said Work in accordance with the Contract Documents, for the following sum of money:

2. I understand that the Owner reserves the right to reject this Bid, but that this Bid shall remain open and not be withdrawn for a period of ninety days from the date prescribed for its receiving.
3. The Bidder, if awarded a contract, hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed from the Owner and to fully complete work as specified in the Construction Schedules.
4. If written notice of the acceptance of this bid is mailed or delivered to the undersigned within ninety days after the date set for the receiving of this bid, or at any other time thereafter before it is withdrawn, the undersigned shall execute and deliver the Contract Documents to the Owner in accordance with this Bid as accepted, all within fifteen days after personal delivery or after deposit in the mails of the notification of acceptance of this Bid.
5. Notice of acceptance, or request for additional information, may be addressed to the undersigned at the address set forth in Item #17 below.

**SECTION FIVE  
CITY OF TULLAHOMA  
BID SUBMISSION FORM  
PAVING**

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6. The criteria of award shall be the cumulative total of bid items one through six.
7. The contract period shall be through June 30, 2015 from the date of award to the successful bidder with an option to renew for the following year.
8. Work items related to bid items one through six, but not listed as inclusive to the bid items, shall be considered incidental to the item of work. (i.e. traffic flagman)
9. Unit quantities shall be considered as minimums for bidding purposes, but are not guaranteed.
10. Items six through twenty five will not be evaluated as part of the award process.
11. Items six through twenty five are not exclusive to the bid and the City reserves the right to pursue additional pricing or utilize staff forces to execute those items of work that are deemed unbalanced or excessive.
12. Bid prices for hot mix asphalt items will be subject to Tennessee Department of Transportation Special Provision 109A (Fuel Adjustment) and Special Provision 109B (Bituminous Material Adjustment), from the date of acceptance of the bid through the remainder of the initial contract period. Fuel Price per gallon for this bid will be the Price Index (Ib) for light fuel oils and shall be used for this contract. The "Basic Bituminous Material Index" for this contract shall be based on the Tennessee Department of Transportation Bituminous Index for June 2011. If pickup mix is not available on days needed due to the plant running other grades, the City reserves the right to pick up mix from other vendors.
13. It is understood and agreed that the City reserves the right to extend the term contract period resulting from this contract award, for an additional period of one year beyond the initial contract period, upon mutual written agreement by both parties, (City and Contractor) and under the same terms and conditions.
14. Any contract extension resulting from this contract award will change the prices of bid items one through six only as a result of the Special Provisions 109A and Special Provision 109B. Additional cost increases will be considered incidental to the bid item.
15. Additional year contract extensions for bid items one through six though are subject to the rules established in line 12.

16. Asphalt for pick up is provided by \_\_\_\_\_ (physical location) and is \_\_\_\_\_ miles from Tullahoma Public Works department.

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17. The names of all persons interested in the foregoing Bid as principals are:

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give legal name of corporation, state where incorporated, and names of president and secretary; if a partnership, give name of firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full).

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NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

The Bidder acknowledges by his signature that he agrees to requirements contained in the Invitation to Bid and the Instructions to Bidders.

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE # \_\_\_\_\_ DATE OF LICENSE \_\_\_\_\_

CLASSIFICATION: \_\_\_\_\_ MONETARY LIMIT: \$ \_\_\_\_\_

SIGNED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

Note: If a corporation, Bid must be signed by person authorized by corporation by-laws to bind it to a contract.

List (5) five municipal or state references: write below or attach separate sheet with information

<u>Company Name</u>	<u>Company Representative</u>	<u>Phone Number</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

**SECTION SIX  
CITY OF TULLAHOMA  
BID FORM PRICING**

**Only the total of the extended prices for the six items below (Nos. 20, 30, 40, 50, 60, 70) will provide the basis of the award by the City of Tullahoma.**

Pay Item	Pay Item Description	Qty.	Unit Of Measure	Unit Price	Total Price
20	Base Stone For Shoulder Application	1000	Ton	_____	_____
30	307 B-Modified In-Place (Including prime or tack oil)	1000	Ton	_____	_____
40	307 CS-mix In-Place (Including prime or tack oil)	1000	Ton	_____	_____
50	411 E-mix In-Place (Including prime or tack oil)	2000	Ton	_____	_____
60	411 D-mix In-Place (Including prime or tack oil)	1000	Ton	_____	_____
70	Mobilization (Per Job, I.e. Milling, Patching, Paving)	1	Ea.	_____	_____

**Schedule of Values**

80	307 B-Modified FOB Plant	_____	per Ton
90	307 C-mix FOB Plant	_____	per Ton
100	411 D-mix FOB Plant	_____	per Ton
110	411 E-mix FOB Plant	_____	per Ton
120	Pug Mix Installed (Small Quantity Installations Only, I.e. patching)	_____	per Ton
130	2" - 3" Stone Installed (Small Quantity Installations Only, I.e. patching)	_____	per Ton
140	Pavement Removal / Roadway Repair (Small Quantity Installations)	_____	per Square Yard
150	4" Striping	_____	per Linear Mile
160	Stop Bar (Thermoplastic)	_____	Ea.
170	Directional Arrows (Thermoplastic)	_____	Ea.
180	Surface Asphalt Milling 0" to 2"	_____	per Square Yard
190	Asphalt Milling 2" and above	_____	per Ton
200	Concrete Milling	_____	per Ton
210	Crack Sealing	_____	per Linear Foot
220	Extruded Curb in Place	_____	per Linear Foot
230	18" RCP in Place	_____	per Linear Foot
240	24" RCP in Place	_____	per Linear Foot
250	30" RCP in Place	_____	per Linear Foot
260	36" RCP in Place	_____	per Linear Foot

\*\*The contractor shall provide all job mix formulas upon request.

Section Six must be included in bid package.

For Title VI compliance, we ask for the voluntary disclosure of the following information:

Information of local owner of company:

Gender: Male \_\_\_\_\_ Female \_\_\_\_\_

Race Caucasian \_\_\_\_\_ African American \_\_\_\_\_

Hispanic \_\_\_\_\_ Other (please specify) \_\_\_\_\_

**SECTION SEVEN  
CITY OF TULLAHOMA  
SPECIAL PROJECT PROCEDURES**

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**1. SMOKING AND FIRE PRECAUTIONS**

- 1.1 No smoking, fire or use of any fire - or explosion-producing tools or equipment will be permitted on the properties of oil companies or other concerns prohibiting same on their premises or at any locations where such may endanger said premises or the current operations thereon.

**2. MANUFACTURER'S QUALIFICATIONS**

- 2.1 The manufacturers of all materials and equipment used must be reputable and regularly engaged in the manufacture of the particular material or equipment for the use and service to which it will be subjected.

**3. CONTRACTOR SHALL PAY FOR ALL LABORATORY INSPECTION SERVICE**

- 3.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Contractor and approved by the Public Works Director. The Contractor shall pay for all laboratory inspection services as a part of the Contract. Submit all material test reports to the Public Works Director in triplicate.

**4. COMPLIANCE WITH STATE AND LOCAL LAWS**

- 4.1 Comply with all applicable requirements of State and Local laws and ordinances to the extent that such requirements do not conflict with Federal laws or regulations.

**5. PROTECTION OF PUBLIC AND PRIVATE PROPERTY**

- 5.1 Take special care in working areas to protect public and private property. The contractor shall replace or repair at his own expense any damaged water pipes, power and communication lines, or other public utilities, roads, curbs, gutters, sidewalks, drain pipes, sewer drainage ditches, and all plantings, including grass or sod on the site of the work. Leave the site in original or better condition after all cleanup work has been done. The contractor shall be responsible for directing vehicles and pedestrians through or around the work site.

**6. MARKERS**

- 6.1 Preserve all Corps of Engineers, USGS, TVA, State of Tennessee, and private markers; do not remove or disturb any such markers without prior approval from the Public Works Department. Any removal and replacement of such markers shall be at the expense of the Contractor.

**7. APPROVED CHEMICALS**

- 7.1 All chemicals used during City paving, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either EPA or USDA. The use of all such chemicals and the disposal of residues shall be in strict conformance with all applicable instructions and regulations.

**SECTION SEVEN  
CITY OF TULLAHOMA  
SPECIAL PROJECT PROCEDURES**

**Page 2 of 3**

**8. PRESERVATION OF EXISTING VEGETATION**

- 8.1 Take reasonable care during construction to avoid damage to existing vegetation. Where the area to be excavated is occupied by trees, brush, or other uncultivated vegetative growth, clear such growth from the area, and dispose of it in a satisfactory manner. Leave undisturbed any trees, cultivated shrubs, flowers, etc., situated within public rights-of-way and / or easements through private property but not located directly within excavation limits. Transplant small ornamental trees, cultivated shrubs, flowers, etc., located directly within excavation limits so they may be replaced during property restoration operations. Do not remove or disturb any tree larger than 6" (six inches) in diameter without the permission of the Public Works Director. Take special precautions (including shrubbery and tree branches) for the protection and preservation of such object throughout all stages of construction; the Contractor will be held liable for any damage that may result to said objects from excavation or construction operations with a clean cut, and paint with an approved tree pruning compound. Treat with a tree dressing tree trunks receiving damage from equipment.

**9. UTILITIES**

- 9.1 The Contractor shall contact the owner of all underground utilities before beginning construction in the area. Carefully protect from damage all utilities in the vicinity of the work at all times. If it is necessary to repair, remove, and / or replace any such utility in order to complete the work properly, do so in compliance with the rules and regulations of the particular utility involved. Any such work shall be considered incidental to the construction of the project, and no additional payment will be allowed therefore.

**10. ALTERNATIVES**

- 10.1 These proposed work items are being funded entirely by local funds, which are limited. For this reason, the owner reserves the right to alter the bid quantities after prices are received by the owner. The owner reserves the right to add or delete quantities as their funds permit or as their workloads requires.

**11. PAYMENT**

- 11.1 A payment/performance bond shall be required in the amount of \$25,000 for the length of contract period.

**12. PAVEMENT MARKING**

- 12.1 This contract does include pavement marking or striping. This pavement marking or striping is not exclusive and the City may select other companies to perform this work at their option.

**13. ROADWAY / DRIVEWAY CULVERTS**

- 13.1 Any culverts that may be required in conjunction with this project will be provided and installed by The City of Tullahoma.

**SECTION SEVEN  
CITY OF TULLAHOMA  
SPECIAL PROJECT PROCEDURES**

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**14. DESCRIPTION OF WORK TO BE PERFORMED UNDER THIS CONTRACT**

- 14.1 The general description of the work to be done under this contract is the repair and paving of certain streets or parking lots within the City of Tullahoma.
- 14.2 The streets to be paved will require the following:
- (1) Clipping the shoulders
  - (2) Excavation and repair of failing areas as directed by the Public Works Department
  - (3) Tack coat as required
  - (4) Leveling binder as directed by the Public Works Department
  - (5) Asphalt surface as directed by the Public Works Department
  - (6) Shoulder stone as directed by the Public Works Department
- 14.3 The City of Tullahoma reserves the right to add or delete any quantities at the unit price bid. The City also reserves the right to add additional street / areas to be paved or repaired.

**15. JOB COMPLETION**

- 15.1 The Developer shall coordinate with the Public Works Department to establish time limits for the completion of paving.

**SECTION EIGHT  
CITY OF TULLAHOMA  
MEASUREMENT and PAYMENT**

**Page 1 of 1**

**1. General**

1.1 Measurement for payment on a unit price basis shall be as described below. Payment for each unit installed shall be made according to the unit price bid, as listed in the bid form. Only those items appearing in the bid form will be considered for payment on a unit price basis.

1.2 Even though an item of work is included in the technical specifications, if it is not both covered herein and specifically itemized in the bid form, payment for it shall not be separately made. Such work shall be considered a necessary part of or incidental to its related work.

**2. Section 02513 - Paving**

2.1 Base and shoulder stone shall be measured by the ton as outlined in the standard specifications of the Tennessee Department of Transportation (TDOT), except that all water used shall be considered an incidental part of the whole for which no separate measurement or payment shall be made. This item shall be paid for at the contract unit price per ton for mineral aggregate base, and this price per ton for base or shoulder stone shall include any and all labor equipment costs required for placing the stone.

2.2 Bituminous tack and prime coat shall be measured by the gallon as outlined in the TDOT specifications. This item shall be paid for at the contract unit price per gallon for bituminous tack coat.

2.3 Asphaltic concrete leveling course binder and asphaltic concrete surface course shall be measured by the ton as outlined in the TDOT specifications, except that no difference shall be made for the various ingredients. These items shall be paid for at the contract unit price per ton, complete in place, with no separate payment for any ingredients of the mix or any materials consumed in its installation.

2.4 A copy of all trip tickets for stone, oil, or asphaltic concrete, showing the weight for each load of aggregate and signed both by the contractor or his representative and by the Public Works Superintendent or his representative, shall be furnished to the Superintendent at the end of each day's work.

2.5 Clipping shoulders is not a separate pay item.

2.6 Water for dust control or for compaction is not a separate pay item.

**3. Pavement Removal**

3.1 Pavement removal will be measured and paid for by the square yard or by the ton based on the depth of the cut as outlined in the bid form for each type as listed in the bid schedule as directed by the Public Works Director or Superintendent.

3.2 The payment per square yard shall include the sawing or cutting of the existing pavement, removing the asphalt and soil, and disposing of same.

**4. Adjustment of Castings**

4.1 The adjustment of valve boxes and manholes will be the responsibility of the City.

**SECTION NINE  
CITY OF TULLAHOMA  
PAVEMENT MARKING**

**Part 1 - General**

- 1.01 Work Included
  - A. Marking of pavement including surface preparation and painting on bituminous or concrete surface.
- 1.02 Acceptance Procedure
  - A. Typical sample analysis.
  - B. Certification that paint meets requirements.

**Part 2 - Products**

- 2.01 Paint
  - A. White or Yellow as directed by the Public Works Director or Superintendent.
  - B. Paint shall be quick dry traffic marking meeting the requirements of Subsection 910.05 of the TDOT Standard Specifications for Road and Bridge Construction and all subsequent revisions.
  - C. Drying time - 3 to 5 minutes when heated to application temperature.
  - D. Application temperature - 140 to 170 degrees F.
  - E. Each paint container shall be labeled showing details of paint, application procedure, and date of manufacture.
- 2.02 Drop On Glass Beads

Glass beads shall meet the requirements of AASHTO M-247, Type I moisture resistant beads, with the following gradation:

<b>Sieve Designation</b>	<b>Mass Percent Passing</b>
20 Mesh	100
30 Mesh	75-95
40 Mesh	-----
50 Mesh	15-35
80 Mesh	-----
100 Mesh	0-5

**Part 3 - Execution**

- 3.01 Perform pavement marking in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, published by FHWA.
- 3.02 Apply marking in strict accordance with the manufacturer's recommendations, but with a minimum wet film thickness of 15 1 mils with 6 pounds of glass beads per gallon.
- 3.03 Mark pavement in close conformity to the lines, dimensions, patterns, locations, and details shown on the drawings or established by the Engineer.
- 3.04 Measurement And Payment
  - A. Pavement marking will be measured for payment by the linear foot of pavement marked and accepted including surface preparation and paint.
  - B. Pavement marking as above stipulated will be paid for at the contract unit price per linear mile.