

SPECIFICATIONS AND CONTRACT DOCUMENTS  
TOWN OF LOUISVILLE, TN 37777

2022 ROAD IMPROVEMENT PROJECTS

MISER STATION ROAD, PRIDE ROAD

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TOWN OF LOUISVILLE, TN  
ADVERTISEMENT FOR BIDS  
FOR 2022 ROAD IMPROVEMENT PROJECTS

SECTION A

The Town of Louisville, Tennessee will receive sealed bids for Paving Projects until 5 p.m. on June 03, 2022. Bids are to be addressed to the Mayor and mailed to the Town of Louisville, Town Hall, P.O. Box 215, Louisville, TN 37777 or hand delivered to Louisville Town Hall, 3623 Louisville Road, Louisville, TN 37777.

The work consists of:

Project A – Shoulder stone, shoulder maintenance, striping and D Mix asphalt overlay on Miser Station Road. Total overlay area = approximately 23,791 s.y.; shoulder stone = approximately 21,412 linear ft.; shoulder maintenance = approximately 21,412 linear feet; pavement striping = approximately 10,706 linear feet.

Project B – Shoulder stone, shoulder maintenance, and E Mix asphalt overlay on Pride Road. Total overlay area = approximately 4,123 s.y.; shoulder stone = approximately 6,184 linear ft.; shoulder maintenance = approximately 6,184 linear feet; pavement striping = none.

Bids shall be identified on the exterior of the sealed envelope with all the information required by law, including the name of the project and the bidder's name, address and license number, expiration date and classification.

All bidders must be licensed contractors to perform the type of construction herein described and as required by Tennessee Code Annotated.

Each bidder agrees by the submission of his bid to commence work within ten (10) days of the issuance by the Town of a "Written Notice to Proceed" and to fully complete the work within thirty (30) calendar days from the date of the Notice to Proceed.

A bid bond and performance and payment bond will be required.

Contract documents and other bidding information may be obtained from the Mayor at Louisville, TN Town Hall, P.O. Box 215, Louisville, TN 37777 or from the Town website at [www.louisvilletn.gov](http://www.louisvilletn.gov).

TOWN OF LOUISVILLE, TN

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS  
FOR ROAD IMPROVEMENT PROJECTS

SECTION B

1. Defined Terms:
  - 1.1. The term "Town" means the Owner, the Town of Louisville, TN.
  - 1.2. The term "Bidder" means one who submits a Bid directly to the Town, as distinct from a sub bidder who submits a bid to a Bidder.
  - 1.3. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom the Town shall make an award of the Contract.
  - 1.4. The term "Bidding Documents" includes the Advertisement, these Instructions, the Bid Form, and the proposed Contract Documents.
  - 1.5. The term "Engineer" means the Mayor or the Mayor's designee assigned to this project as the Contract Administrator.
2. Bidding Documents:
  - 2.1. Complete sets of the Bidding Documents may be obtained from the Mayor's office at Town Hall and/or from the Town's website [www.townoflouisville.com](http://www.townoflouisville.com).
  - 2.2. Complete sets of Bidding Documents must be used in the preparations of bids. The Town assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of the Bidding Documents.
  - 2.3. The Town, in making copies of the Bidding Documents available on the above terms, does so only to obtain bids on the Work, and does not confer a license or grant for any other use.
3. Qualifications of Bidders:

- 3.1. Bidders must be licensed contractors in the State of TN as required by title 62, Chapter 6 of the Tennessee Code Annotated if the bid being submitted is in excess of \$25,000.
  - 3.2. Each Bidder must be prepared to submit upon request such written evidence as may be requested to demonstrate the Bidders qualifications to perform the Work. Such evidence may include financial data, previous experience and references, present commitments, and proposed contractors and suppliers. By submitting a bid, the Bidder certifies that he has the proper license to do the work within and/or for the Town of Louisville, TN, including contractors and business license.
4. Examination of the Contract Documents and Project Sites:
- 4.1. It is the responsibility of the Bidder to:
    1. Thoroughly examine the Contract Documents,
    2. Visit the site and become familiar with the existing conditions and the scope of the project work; and become familiar with the surrounding conditions that may affect the cost, progress, performance or furnishing of the work,
    3. Consider all federal, state and/or local laws and regulations that may affect the cost, progress, performance or furnishing of the Work,
    4. Study and carefully correlate the Bidders observations with the Contract Documents, and
    5. Notify the Engineer of all conflicts, errors or discrepancies found in the Contract Documents.
  - 4.2. The submission of a bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this section, that without exception, the bid is premised upon performance and furnishing the work required by the Contract Documents, using the products, means, methods, techniques, sequences and/or procedures contained therein, and that the Contract Documents are sufficient in scope and detail and convey understanding of all terms and conditions for performance and furnishing the Work.

5. Interpretations and Addenda:

- 5.1. All questions about the meaning or intent of the Contract Documents are to be directed to:

Mayor  
P.O. Box 215  
Louisville, TN 37777

Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda, mailed or delivered to all parties recorded as having properly requested and received the Bidding Documents.

- 5.2. Questions received less than six days prior to the bid opening date may not be answered.
- 5.3. Only questions answered by formal addendum shall be binding. Oral or other interpretations or clarifications will be considered without legal effect.
- 5.4. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the Town.

6. Substitute or "Equal" Items:

- 6.1. The Contract Documents reflect the preference of the Town for the products, materials and methods to be used in the accomplishment of the Work. Where specific products, materials or methods are specified, it is done to establish a standard of quality, function, dimension or appearance, and is not to restrict competition. Other products, materials and methods may be used, if approved in advance by the Town.
- 6.2. The Contract, if awarded, will be on the basis of the products, materials and methods reflected in the Contract Document, or others that have been properly submitted, approved and issued to all Bidders by addenda.
- 6.3. The equality of any proposed substitution shall be determined by the Engineer, who shall be the sole judge.
- 6.4. No substitution shall be considered unless requested, in writing, and received by

the Engineer at least ten days prior to the bid opening. Each such request shall contain the name of the proposed substitution and a complete description, including drawings, cuts, samples, performance and test data and an itemization of the specific differences from that specified.

6.5. Any and all approved substitutions shall be provided by addenda to all Bidders.

7. Subcontractors, Suppliers and Others:

7.1. No Contractor shall be required to employ any subcontractor or other person against whom the Contractor has a reasonable objection.

7.2. No Contractor shall employ a sub-contractor or other person against whom the Town has a reasonable objection.

8. Bid Form:

8.1. The Bid Form is included in the Bidding Documents.

8.2. All blanks on the Bid Form must be completed, either in ink or typewritten.

8.3. Bids by corporations must be executed in the corporate name by the President or Vice-President, or other corporate officer, when proper authorization to sign is attached to the bid.

8.4. Bids by a partnership must be signed by all partners.

8.5. Bids must acknowledge the receipt of all addenda.

8.6. Bids submitted on uncompleted bid forms or bids, which contain conditions, can be deemed to be unresponsive and may be rejected.

8.7. Any unsolicited bid alternates shall be ignored.

9. Submission of Bids:

9.1. Bids shall be submitted at or before the time indicated in the Advertisement and at the place therein stated. Bids sent through the mail shall be enclosed in a second envelope, both of which shall have the notation "Bid Enclosed" on the exterior.

- 9.2. All bids shall be enclosed in an opaque envelope, on the exterior of which, in addition to the notation "Bid Enclosed", is noted the name of the project, the time and place of the bid opening, the Bidder's name, license number, classification and expiration date.
- 9.3 Bid security in the form of a Bid Bond or certified check in the amount of 5% of the bidder's proposed bid must accompany the bid. The Bid Bond is to remain in effect until (and will be returned only after) the contract has been fully executed and secured.

10. Modifications and Withdrawal of Bid:

- 10.1. Bids may be modified or withdrawn by an appropriate document executed and delivered to the place where the bids are to be submitted at any time prior to the opening of bids.

11. Bid Opening:

- 11.1. All Bids will be opened and, unless obviously non-responsive or otherwise irregular, read publicly aloud. All bids are then available for inspection by the public and the other Bidders.

12. Bids to Remain Subject to Acceptance:

- 12. 1 All bids will remain subject to acceptance for 15 calendar days after the day of the bid opening.

13. Bonds:

- 13.1. The successful bidder shall execute a performance and payment bond in the amount of the contract award. The bond shall be subject to the approval of the Town. A surety company licensed to do business in the State of Tennessee shall issue bonds.

14. Award of the Contract:

- 14.1. The Town reserves the right to reject any and all bids, to waive any and all informalities, not involving price, time or changes in the work, and to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced or conditioned bids. Also, the Town

reserves the right to reject in whole or in part the bid of any Bidder if the Town when, in the Town's sole opinion, believes that it would not be in the best interest of the project or the Town to make an award either in whole or in part to that Bidder, whether because the bid is not responsive, the Bidder is not qualified, of doubtful financial ability, has a history of poor performance and/or difficulty with previous Town work, or fails to meet any other pertinent standard or criteria established by the Town.

- 14.2. In evaluating bids, the Town will consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the bid form or prior to the Notice of Award.
- 14.3. The Town may consider the qualifications and experience of subcontractors, suppliers, and other persons and organizations proposed for certain parts or portions of the Work.
- 14.4. The Town may conduct such investigations as the Town deems necessary to assist in the evaluations of bids and Bidders to establish the responsibility, qualification, and financial ability of Bidders, subcontractors, suppliers and other persons or organizations to perform the work.
- 14.5. The Town recognizes that award of the Contract is dependent on the availability of funding and, therefore, the Town makes no guarantees as to an award of a contract, to any Bidder. If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by the Town indicates to the Town that the award will be in the best interest of the Town.

15. Signing of the Agreement:

- 15.1. When the Town submits to the Successful Bidder the "Notice of Award" and Agreement for execution, it will be in the number of copies necessary, all of which shall be signed and shall constitute an original Agreement. Within five days thereafter, the Successful Bidder shall sign and deliver all copies of the Agreement to the Town, accompanied by a certificate of insurance. The Town, within three days thereafter, shall return to the Successful Bidder a fully executed copy of the agreement.

16. Notice of Award:

- 16.1. The Town may give the Successful Bidder a Notice of Award at any time within



20 days from the date of opening of bids. The Successful Bidder shall begin the Work no less than 30 days from the receipt of the Notice of Award or no less than 15 days from the date of his receipt of the fully executed agreement, whichever is later.

17. Indemnity

17.1 The contractor will indemnify and save harmless the Town, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Contract or a willful or negligent act or omission of the Town, its officers, agents, servants and employees.

18. Insurance

18.1 The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Indemnity. All insurance shall be by insurers and for policy limits acceptable to the Town and before commencement of work here under the Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES	LIMITS OF LIABILITY
Workmen's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability Except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability Except Automobile	\$300,000 each occurrence \$300,000 aggregate
Automobile Bodily Injury Liability	\$500,000 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$300,000 each occurrence
Excess Umbrella Liability	\$2,000,000 each occurrence

TOWN OF LOUISVILLE, TN

SPECIFICATIONS AND PROJECT DESCRIPTION  
FOR ROAD IMPROVEMENT PROJECTS

SECTION C

1. Scope of the Work:

1.1. The work described in these specifications consists of furnishing all labor, materials, tools, equipment and services and performing all work in accordance with these specifications for the following projects.

1.1.1. Project A – Shoulder stone, shoulder maintenance, asphalt overlay and striping on Miser Station Road. Refer to Bid Form D-1 for quantities and locations.

1.1.2. Project B – Shoulder stone, shoulder maintenance and asphalt overlay on Pride Road. Refer to Bid Form D-1 for quantities and locations.

1.2. The quantities of work identified are estimated and may vary with actual field applications.

2. Specifications:

2.1. All work under this contract shall conform to these contract specifications and the applicable Sections of the latest edition of the *Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction*.

3. Traffic Control

3.1 Traffic shall be directed through the project with such signs, barricades, devices, flagmen, and pilot vehicles, which shall conform to the latest edition of the *Manual of Uniform Traffic Control Devices*.

4. Safety

4.1 Safety precautions shall be used at all times during the progress of the work. As appropriate, workmen shall be furnished with hard hats, safety shoes, asbestos gloves, respirators, and any other safety apparel that will reduce the possibility

of accidents. All Occupational Safety and Health Act requirements shall be observed.

## 5 Shoulder Maintenance

- 5.1 Contractor shall use a grader to regrade and dress shoulders and remove debris, grass and weeds along the edge of pavement. Contractor will properly dispose of debris. Contractor will take care not to damage signs and mailboxes. Contractor will be responsible for replacing signs and mailboxes damaged by this operation.
- 5.2 Method of Measurement: The quantities to be paid for will be based on linear footage.
- 5.3 Basis for Payment: The quantities measured as herein before described will be paid for at the contract unit bid price for each linear foot. Payment will be in full compensation for furnishing all labor, materials, and equipment, tools, and incidentals; and for traffic control necessary to complete the work in accordance with these specifications.
- 5.4 Payment: Payment will be on a lump sum basis after all work has been completed to the satisfaction of the Engineer.

## 6 Asphalt Overlay

- 6.1 Paved surfaces on which the new paving is to be placed shall be swept and/or blown clean and dry, and be free of loose foreign materials before placing the tack coat.
- 6.2 Hot Mix Asphalt Surface Coat
  - 6.2.5 General. The hot-mix asphalt surface course shall consist of one course constructed on the existing asphalt surface in accordance with the requirements of the specifications and shall be constructed in conformity with the existing lines, grade, and compacted thickness as shown on the bid form. Batch or continuous mix plants used in the production of the hot-mix asphalt paving mixtures specified herein shall be capable of satisfying the requirements of *TDOT Standard Specifications for Road and Bridge Construction*.

- 6.2.6 Placing the mix. A tack coat shall be applied prior to the placing the surface course. The hot-mix asphalt surface course shall not be placed when weather conditions are unfavorable. The hot-mix asphalt surface course shall be placed with a self-powered asphalt paver capable of operating at variable speeds and spreading and finishing the mix without segregation, and to the depth, as shown on the bid form. The screed or strike-off assembly shall be adjustable to the required crown and shall be designed to lay the pavement mixture in widths from 8 feet to 12 feet in increments of one foot or less without use of forms. The temperature at which the mix shall be placed shall be between 225 degrees F and 325 degrees F. Placing the mix shall be in continuous operation and the paver shall place the mix to a smooth surface that is uniform in density and texture. All work shall be performed only when ambient an air temperature is at least 40 degrees F and rising.
- 6.2.7 Compacting the mix. The mix shall be compacted immediately after placing. Initial rolling shall follow the paver as close as practical and shall be performed with a power driven steel roller weighing not less than 8 tons. The longitudinal joint shall be rolled first in order to achieve a thoroughly compacted neat joint. Final rolling shall be done with the same equipment used for initial rolling and shall eliminate marks for previous rolling.
- 6.2.8 Composition of mix. The hot plant-mix asphalt surface course shall meet all the requirements of Sections 411 and 903.11, Grading D or E of the *TDOT Standard Specifications for Road and Bridge Construction*. The finished, final compaction hot plant asphalt mix surface thickness shall be as specified in Section C. 1.2 with a final density of 110 pounds per inch of thickness per square yard.
- 6.3 Tack Coat. A tack coat of approximately 0.05 to 0.10 gallon per square yard shall be applied where necessary by a pressure distributor designed and operated to distribute the tack coat uniformly, without atomization in the amount and between the limits specified. In places where the distributor bar cannot reach, a hand spray may be attached to the distributor hose. The tack coat shall be applied on only as much pavement as can be covered with the next successive course of hot-mix asphalt pavement in the same day.

6.3.1 Use a TDOT approved tack coat. The tack coat material, TST-1P, shall meet the requirements as specified in Section 904.03 of the *TDOT Standard Specification for Road and Bridge Construction*.

6.4 Other. Any pothole repair, ditching or incidental drainage work necessary to facilitate a completed project shall be performed by the contractor, as incidental to the paving.

6.5 Method of Measurement: The quantities to be paid for will be measured by number of short tons of asphalt paving mixture actually used in the work. The mixture shall be measured by truck scales or, if the plant is so equipped, by an automatic batching and mixing control system with an automatic digital printer for batch weights and component materials weights.

6.6 Basis for Payment: The quantities measured as herein before described will be paid for at the contract unit bid price for each ton of asphalt in place. Payment will be in full compensation for furnishing all materials, including tack coat: for mixing, hauling, and placing the asphalt mixture; for rolling, for use of equipment, tools, and incidentals; and for traffic control necessary to complete the work in accordance with these specifications.

6.7 Payment: Payment will be on a lump sum basis after all work has been completed to the satisfaction of the Engineer.

## 7 Shoulder Stone

7.1 This work shall consist of placing and compacting mineral aggregate along the roadside to eliminate edge drop-offs of 2 inches or more between the level of the pavement and the adjacent unpaved shoulder. Shoulder stone will not be placed in locations where this elevation difference is less than 2 inches or where the drop-off results from a ditch or embankment immediately adjacent to the roadway. The compacted aggregate shoulder should extend outward at least 2 feet from the edge of pavement where possible.

7.2 Method of application: The shoulder should be cleared of trash, leaves, tree limbs, and other loose debris prior to stone placement. Use equipment that does not damage or mar the pavement surface, curbs, or appurtenances. Place aggregate directly on the shoulder area between the pavement edge and the outer shoulder limits. Recover uncontaminated material deposited outside the limits and place

within the limits. Do not deposit aggregate on the pavement during placement. Do not leave aggregate on the pavement overnight. After placing the shoulder aggregate, keep the pavement surface free of loose aggregate. Spread and compact the aggregate in compacted layers of 6 inches or less. Shaping and compaction shall comply with the Tennessee Department of Transportation's Standard Specifications for Road and Bridge Construction (TDOTSS), Section 303, dated March 1, 2006.

- 7.3 Materials: The shoulder material shall be crushed stone, Class A Aggregate Grading D, as specified in Subsection 903.05 of the TDOTSS (2006).
- 7.4 Equipment: Material should be placed, shaped, and compacted using a motor grader and roller compactor as specified in Subsection 303.05 of the TDOTSS (2006).
- 7.5 Method of Measurement: The quantities to be paid for will be measured by number of short tons of aggregate material actually used in the work.
- 7.6 Basis for Payment: The quantities measured as herein before described will be paid for at the contract unit bid price for each ton of aggregate in place. Payment will be in full compensation for furnishing, hauling and placing all materials, for use of equipment, tools, and incidentals; and for traffic control necessary to complete the work in accordance with these specifications.
- 7.7 Payment: Payment will be on a lump sum basis after all work has been completed to the satisfaction of the Engineer.

## 8 Pavement Striping

- 8.1 This work shall consist of reapplying the double yellow centerline and white road edge marking to the roadway surface. The marking will consist of two parallel 4-inch yellow painted lines separated by a 4-inch gap and one 4-inch white painted lines on each road edge (two white total). All marking should be placed in compliance with the requirements of the Manual on Uniform Traffic Control Devices (Part 3).
- 8.2 Method of Application: All painted markings should be placed in compliance with the Tennessee Department of Transportation's Standard Specifications for Road and Bridge Construction (TDOTSS), Subsection 716.07, dated March 1, 2006.
- 8.3 Materials: All pavement marking paints and retroreflective glass beads shall comply with Section 910 of the TDOTSS (2006).

- 8.4 Equipment: Markings should be placed using appropriate equipment as specified in Subsection 716.07 of the TDOTSS (2006).
- 8.5 Traffic Control. All traffic control shall be in accordance with the Manual on Uniform Traffic Control Devices (Part 6).
- 8.6 Basis of Payment. The quantities measured as herein before described will be paid for at the contract unit bid price for each linear foot of striping placed. Payment shall constitute full compensation for preparation, furnishing, transporting, placing, and finishing the striping and for all labor, tools, equipment, and incidentals necessary to complete the work in full accordance with the specifications.
- 8.7 Payment: Payment will be on a lump sum basis after all work has been completed to the satisfaction of the Engineer.

9 Aggregate Base (if applicable)

- 9.1 This work shall consist of placing, leveling and compacting mineral aggregate base. The compacted aggregate base should extend outward at least 2 feet from the edge of pavement where possible.
- 9.2 Method of application: The area should be cleared of trash, leaves, tree limbs, and other loose debris prior to stone placement. Spread and compact the aggregate in compacted layers of 6 inches or less. Shaping and compaction shall comply with the Tennessee Department of Transportation's Standard Specifications for Road and Bridge Construction (TDOTSS), Section 303, dated March 1, 2006.
- 9.3 Materials: The base material shall be crushed stone, Class A Aggregate Grading D, as specified in Subsection 903.05 of the TDOTSS (2006).
- 9.4 Equipment: Material should be placed, shaped, and compacted using a motor grader and roller compactor as specified in Subsection 303.05 of the TDOTSS (2006).
- 9.5 Method of Measurement: The quantities to be paid for will be measured by number of short tons of aggregate material actually used in the work.
- 9.6 Basis for Payment: The quantities measured as herein before described will be paid for at the contract unit bid price for each ton of aggregate in place. Payment will be in full compensation for furnishing, hauling and placing all materials, for use



of equipment, tools, and incidentals; and for traffic control necessary to complete the work in accordance with these specifications.

9.7 Payment: Payment will be on a lump sum basis after all work has been completed to the satisfaction of the Engineer.

## 10 Crack Sealing (if applicable)

10.1 Description. This work shall consist of cleaning and filling existing longitudinal and transverse cracks having a width of 3/16 inch or greater in flexible pavement surfaces.

10.2 Method of Application. All cracks shall be thoroughly cleaned with high pressure, dry compressed air removing all vegetation, debris, moisture and foreign materials. The sealant shall be applied to the crack with a pressure feed wand system immediately after cleaning at a temperature within the range recommended by the Manufacturer of the sealant. The sealant shall be applied using the flush fill method. The crack shall be filled level with the asphalt surface. Immediately after placement of the sealant, a v-shaped rubber squeegee shall be use to level all excess material above the asphalt surface. Any sealant above the asphalt surface must be feathered out. The crack filling will only be allowed when both the air and pavement temperatures are within the tolerances recommended by the Manufacturer of the material.

10.3 Materials. The sealant shall be a Hot-Poured Elastic Type Joint Sealer, Type II conforming to the requirements of ASTM D6690 with exceptions as described in TDOT Special Provision SP411CS/CF. Storage, heating, application instructions and cautions shall be supplied with each shipment. The sealant shall be able to be reheated to application temperature at least once after the initial heat up without degradation of sealant specifications. The joint sealer shall be a mixture of virgin synthetic rubber or reclaimed rubber or a combination of the 2 with asphalt and plasticizers and tacifiers. Ground cured rubber scrap shall not be used. The sealer shall be free of foreign materials, and when melted shall be free of lumps. The material will be kept within the temperature range recommended by the Manufacturer.

10.4 Equipment. The melter-applicator shall be an oil jacketed double boiler type, equipped with an agitator and separate thermometers for both the oil bath and the melting vat. All equipment necessary for the satisfactory performance of this operation shall be on the job before work will be permitted to begin.

10.5 Method of Measurement and Basis for Payment: Crack seal work will be based on lump sum for all work performed in accordance with these specifications.

10.6 Payment: Payment will be on a lump sum basis after all work has been completed to the satisfaction of the Engineer. Payment shall constitute full compensation for preparation, furnishing, transporting, placing, and finishing the crack sealant and for all labor, tools, equipment, and incidentals necessary to complete the work in full accordance with the specifications.

TOWN OF LOUISVILLE, TN  
PROPOSAL FOR ROAD IMPROVEMENT PROJECTS

SECTION D

\_\_\_\_\_  
Name of Bidder

In compliance with your legal Notice to Bidders for the Town of Louisville, TN 2018 Road Improvement Projects, the undersigned bidder, a corporation organized and existing under the laws of the State of \_\_\_\_\_, or a partnership of \_\_\_\_\_, or an individual doing business as \_\_\_\_\_, of the Town of \_\_\_\_\_ State of \_\_\_\_\_, having examined the specifications and contract forms thereto attached, and being fully advised as to the extent and character of the work to be performed, and the equipment to be furnished, hereby proposed to furnish all labor, tools, material, plant and equipment necessary for the Project.

The undersigned further proposes to perform all work and furnish all equipment in accordance with the specifications and contract stipulations thereof, within the time limit specified, for the price so stated on Attachment D-1.

BIDDER understands that the Town reserves the right to reject any or all bids and to waive any informality in bidding.

The bidder agrees that his bid shall be good and may not be withdrawn for a period of FIFTEEN (15) days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, Bidder will execute the formal contract attached within FIVE (5) days and deliver insurance coverage as required by the Instructions to Bidders.

BY: \_\_\_\_\_ Contractor's  
Name

Signature \_\_\_\_\_ Title

\_\_\_\_\_  
Printed or Typed Name

Business Address \_\_\_\_\_

Seal--if bid is by a corporation.

TOWN OF LOUISVILLE, TN

CONSTRUCTION CONTRACT  
FOR ROAD IMPROVEMENT PROJECTS

SECTION E

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Town of Louisville, TN, hereinafter referred to as the "Town," and \_\_\_\_\_ hereinafter referred to as the "Contractor," witnesses that the Town and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. Work:

1.1. The work is generally described as street improvements for which the Contractor shall furnish all labor and materials necessary to facilitate a finished product as described in the Contract documents. The Contractor shall also provide a one-year warranty on all materials and workmanship, which shall commence upon final acceptance of the work by the Town.

2. Engineer:

2.1. The Project has been initiated by the Mayor who is hereinafter referred to as the "Engineer," and who is to act as the Town's representative, assume all duties and responsibilities and have the rights and authority assigned to the Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

3. Contract Time:

3.1. The work will be substantially completed within 40 calendar days from the date when the Contract Time commences.

4. Contract Price:

4.1. Contractor's price includes all road preparation or any other items of work or costs incidental to or normally associated with the type of work in this contract.

4.2. The Town shall pay the Contractor for completion of the work in accordance with the Contract Documents in current funds, as follows:

5. Payment Procedures:

5.1. The Contractor shall submit Applications for payment at the completion of the work. Applications will be processed by the Engineer, and upon determining the Contractor's satisfactory completion of the work in accordance with the Contract Documents, the Town will make payment within thirty (30) days from the request for payment.

6. Contractor's Representations:

6.1. In order to induce the Town to enter into this agreement, the Contractor makes the following representations:

6.1.1. The Contractor has familiarized himself with the nature and extent of the work, the Contract Documents, site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6.1.2. The Contractor has given the Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents, and the written resolution thereof by the Engineer is acceptable by the Contractor.

7. Contract Documents:

7.1. The Contract Documents which comprise the entire agreement between the Town and the Contractor concerning the Work, consists of the following:

1. Cover Sheet,
2. Section A, Advertisement for Bids,
3. Section B, Instructions to Bidders and General Conditions,
4. Section C, Specifications and Project Description,
5. Section D, Proposal and D-1 Bid Form
6. Section E, Agreement

7.2. There are no Contract Documents other than those listed in the Article 7.1. The Contract Documents may only be amended, modified or supplemented as

provided for through a fully executed change order as agreed to by both parties of this Agreement.

8. Miscellaneous:

- 8.1. No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.2. The Town and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9. Other Considerations:

- 9.1. IN WITNESS WHEREOF, the Town and the Contractor have signed this AGREEMENT in duplicate. One counterpart each has been delivered to the Town and the Contractor.
- 9.2. This AGREEMENT will be effective upon its signing of each party thereto and will be binding until the acceptance by the Town of all the work therein.

TOWN OF \_\_\_\_\_

CONTRACTOR

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

(SEAL)

Attest: \_\_\_\_\_ Attest: \_\_\_\_\_

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

Address for giving Notices:

Address for giving Notices:

Town of Louisville  
P.O. Box 215  
Louisville, TN 37777

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney