



NEEL-SCHAFFER

ADDENDUM NO. 1

Date: June 6, 2025

Re: **2025 Annual Resurfacing Project**
City of Belle Meade, Tennessee

Bid: June 11, 2025 at 10:00 AM CDT
Belle Meade City Hall, 4705 Harding Road, Nashville, Tennessee 37205

This Addendum forms part of the Contract Documents and modifies the Project Manual issued May 23, 2025 for the 2025 Annual Resurfacing Project in the City of Belle Meade, Tennessee.

Bidders must acknowledge receipt of this Addendum in the Bid Form.

List of Changes

Modifications to the Project Manual are as follows:

Table of Contents

- Added Section 09 — Bid Bond.
- Added Appendix A — Pre-Bid Conference Minutes.

Section 01 — Advertisement for Bids

- Modified description of Project as follows: *The Project consists of resurfacing **four** City streets totaling approximately 7,635 linear feet and striping fourteen City streets with approximately 33,530 linear feet of white edgelines and 2,570 linear feet of yellow centerlines.*

Section 02 — Instructions to Bidders

- Added Article 21 — Bid Security.

Section 03 — Bid Form

- Modified Article 5 — Basis of Bid.

Section 04 — Agreement

- Modified Article 1 — Work and Article 2 — The Project to describe the Project as follows: *The Project consists of resurfacing **four** City streets totaling approximately 7,635 linear feet and striping fourteen City streets with approximately 33,530 linear feet of white edgelines and 2,570 linear feet of yellow centerlines.*

Section 09 — Bid Bond

- Added Section to Contract Documents.

landscape architects
environmental scientists
surveyors
planners
engineers

P: 615.383.8420 | F: 615.383.9984

210 25th Avenue North, Suite 800
Nashville, TN 37203

www.neel-schaffer.com



Appendix A — Pre-Bid Conference Minutes

- Added Appendix to Contract Documents.

Clarifications

- Contractor shall remove all valve boxes, castings, etc. prior to milling and reset to proposed finished grade prior to installation of new asphalt surface.



PROJECT MANUAL

2025 Annual Resurfacing Project

City of Belle Meade, Tennessee

Mayor The Honorable Rusty Moore

Vice-Mayor Ms. Haley Dale

Commissioner Ms. Louise Bryan

Commissioner Mr. Neal Clayton

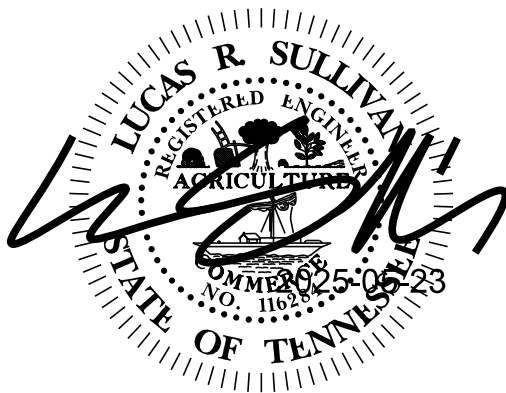
Commissioner Mr. Tom Starkey

Table of Contents

Advertisement for Bids.....	Section 01
Instructions to Bidders.....	Section 02
Bid Form, Drug-Free Workplace Affidavit, and Iran Divestment Act Certification.....	Section 03
Agreement	Section 04
Performance Bond	Section 05
Payment Bond.....	Section 06
General Conditions	Section 07
Supplementary Conditions.....	Section 08
Bid Bond	Section 09
Pre-Bid Conference Minutes	Appendix A

Contract prepared by:

Approved by:



The Honorable Rusty Moore, Mayor

This Project to be constructed under the Tennessee Department of Transportation (TDOT) *Standard Specifications for Road and Bridge Construction*, dated January 1, 2021, and additional specifications and special provisions contained in this Project Manual.



[This page intentionally left blank.]



SECTION 01

Advertisement for Bids

2025 Annual Resurfacing Project
City of Belle Meade, Tennessee

[This page intentionally left blank.]

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **2025 Annual Resurfacing Project** will be received by the City of Belle Meade, Tennessee at the office of the City Manager until 10:00 AM local time on Wednesday, June 11, 2025, at which time the Bids received will be publicly opened and read. The Project consists of resurfacing four City streets totaling approximately 7,635 linear feet and striping fourteen City streets with approximately 33,530 linear feet of white edgelines and 2,570 linear feet of yellow centerlines.

Bids will be received for a single prime Contract. Bids shall be on a lump sum basis, as indicated in the Bid Form.

The Issuing Office for the Bidding Documents is:

Attn: Lucas R. Sullivan, PE
Neel-Schaffer, Inc.
210 25th Avenue North, Suite 800
Nashville, Tennessee 37203
+1 (615) 987-0532
luke.sullivan@neel-schaffer.com

Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 9:00 AM and 5:00 PM local time. Bidding Documents may also be examined at Belle Meade City Hall, 4705 Harding Road, Nashville, TN 37205 or downloaded at no charge on the city website, www.citybellemeadetn.org, under “Doing Business with the City”. Bidding Documents will be available beginning Friday, May 23, 2025. Contractors are responsible for ordering and paying for any additional sets. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

A pre-bid conference will be held at 10:00 AM local time on Wednesday, June 4, 2025 at Belle Meade City Hall, 4705 Harding Road, Nashville, Tennessee 37205. Attendance at the pre-bid conference is highly encouraged but is not mandatory.

Bid security shall be furnished in accordance with the Instructions to Bidders.

All prospective Bidders shall be properly licensed contractors in the State of Tennessee at the time of the Bid and shall provide evidence of compliance with the applicable provisions of the Contractors Licensing Act of 1994 (TCA §62-6-101, *et seq.*) in accordance with the Instructions to Bidders.

City of Belle Meade, Tennessee
Jennifer Ward Moody, City Manager
May 23, 2025



[This page intentionally left blank.]



SECTION 02

Instructions to Bidders

2025 Annual Resurfacing Project
City of Belle Meade, Tennessee

[This page intentionally left blank.]

INSTRUCTIONS TO BIDDERS

Table of Contents

Article 1 — Defined Terms	2
Article 2 — Copies of Bidding Documents	2
Article 3 — Qualifications of Bidders	2
Article 4 — Site and Other Areas; Existing Site Conditions; Examination of Site; Owner’s Safety Program; Other Work at the Site.....	3
Article 5 — Bidder’s Representations	5
Article 6 — Pre-Bid Conference	6
Article 7 — Interpretations and Addenda	6
Article 8 — Contract Times.....	6
Article 9 — Liquidated Damages	7
Article 10 — Substitute and “Or-Equal” Items.....	7
Article 11 — Subcontractors, Suppliers, and Others.....	7
Article 12 — Preparation of Bid	8
Article 13 — Basis of Bid	9
Article 14 — Submittal of Bid	9
Article 15 — Modification and Withdrawal of Bid	9
Article 16 — Opening of Bids.....	9
Article 17 — Bids to Remain Subject to Acceptance	10
Article 18 — Evaluation of Bids and Award of Contract	10
Article 19 — Bonds and Insurance	11
Article 20 — Signing of Agreement	11



Article 1 — Defined Terms

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office*: The office from which the Bidding Documents are to be issued.

Article 2 — Copies of Bidding Documents

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the Advertisement for Bids.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

Article 3 — Qualifications of Bidders

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within five (5) days of Owner's request, Bidder shall submit: (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments; and (b) the following additional information:

A. Evidence of Bidder's authority to do business in the State of Tennessee;

B. Bidder's Tennessee contractor license number; and

C. Subcontractor and Supplier qualification information.

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.



Article 4 — Site and Other Areas; Existing Site Conditions; Examination of Site; Owner's Safety Program; Other Work at the Site

4.01 Site and Other Areas:

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 Existing Site Conditions:

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions:
 - 1. The Supplementary Conditions identify:
 - a) Those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - b) Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities);
 - c) Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 - d) Technical Data contained in such reports and drawings.
 - 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 - 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.



- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 Site Visit and Testing by Bidders:

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 Owner's Safety Program:

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 Other Work at the Site:

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates



to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

Article 5 — Bidder's Representations

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. Examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. Visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. Become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work
- D. Carefully study all:
 - 1. Reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings; and
 - 2. Reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. Consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on:
 - 1. The cost, progress, and performance of the Work;
 - 2. The means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and
 - 3. Bidder's safety precautions and programs;
- F. Agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination



of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

- G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. Agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

Article 6 — Pre-Bid Conference

- 6.01 A pre-Bid conference will be held at the time and location stated in the Advertisement for Bids. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

Article 7 — Interpretations and Addenda

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

Article 8 — Contract Times

- 8.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement. All work shall be completed by October 31, 2025.



Article 9 — Liquidated Damages

- 9.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

Article 10 — Substitute and “Or-Equal” Items

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

Article 11 — Subcontractors, Suppliers, and Others

- 11.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 11.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work: paving and pavement marking. If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual,



or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

Article 12 — Preparation of Bid

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
 - C. The Drug-Free Workplace Affidavit and Contractor Certification TCA Title 12, Chapter 12 (Iran Divestment Act Form) must be attached to the Bid Form.
- 12.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 12.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 12.04 A Bid by an individual shall show the Bidder’s name and official address.
- 12.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 12.06 All names shall be printed in ink below the signatures.
- 12.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 12.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 12.09 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.



Article 13 — Basis of Bid

13.01 Lump Sum:

- A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

Article 14 — Submittal of Bid

- 14.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the documents required to be submitted under the terms of Article 7 of the Bid Form.
- 14.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the Advertisement for Bids and shall be enclosed in a plainly marked package with the name, license number, expiration date thereof, and license classification of the Bidder, in compliance with the applicable provisions of the Contractors Licensing Act of 1994 (TCA §62-6-101, *et seq.*). If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid shall be addressed to: Jennifer Ward Moody, City Manager, City of Belle Meade, Tennessee, 4705 Harding Road, Nashville, Tennessee 37205.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

Article 15 — Modification and Withdrawal of Bid

- 15.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

Article 16 — Opening of Bids

- 16.01 Bids will be opened at the time and place indicated in the Advertisement for Bids and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.



Article 17 — Bids to Remain Subject to Acceptance

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

Article 18 — Evaluation of Bids and Award of Contract

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 18.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 18.03 Evaluation of Bids:
- A. In evaluating Bids, Owner will consider 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.
 - B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.



- 18.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

Article 19 — Bonds and Insurance

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation. Owner reserves the right to decide whether or not to require these bonds prior to contract award. See separate line item in the Bid Form.

Article 20 — Signing of Agreement

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

Article 21 — Bid Security

- 21.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 21.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.



- 21.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 21.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.





SECTION 03

Bid Form , Drug-Free Workplace Affidavit, and Iran Divestment Act Certification

2025 Annual Resurfacing Project
City of Belle Meade, Tennessee

[This page intentionally left blank.]

Bid Form

Table of Contents

Article 1 — Bid Recipient 2

Article 2 — Bidder’s Acknowledgements..... 2

Article 3 — Bidder’s Representations 2

Article 4 — Bidder’s Certification 3

Article 5 — Basis of Bid 4

Article 6 — Time of Completion 5

Article 7 — Attachments to this Bid 5

Article 8 — Defined Terms..... 5

Article 9 — Bid Submittal 6

Article 1 – Bid Recipient

- 1.01 This Bid is submitted to: Jennifer Ward Moody, City Manager, City of Belle Meade, Tennessee, 4705 Harding Road, Nashville, Tennessee 37205.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Article 2 – Bidder’s Acknowledgements

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

Article 3 – Bidder’s Representations

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

ADDENDUM NUMBER	ADDENDUM DATE

ADDENDUM NUMBER	ADDENDUM DATE

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and

observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

Article 4 — Bidder's Certification

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Article 5 — Basis of Bid

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price:

Total Lump Sum Bid Price (in words):

(\$ _____)

- 5.02 In addition to the Lump Sum Bid price, the Bidder submits the following price to the Owner for obtaining a Performance Bond and Payment Bond in accordance with the Contract Documents for the Project:

Total Price for Performance and Payment Bonds (in words):

(\$ _____)

Bidder acknowledges that the Owner, at the time of Contract award, may or may not choose to require these bonds at Contract signing.

- 5.03 In the event of additions or deletions to the Lump Sum Bid price by Owner resulting from changes to the Work, Bidder provides the following Unit Prices:

TDOT PAY ITEM NO.	TDOT DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE
403-01	Bituminous material for tack coat (TC)	Ton	9	
411-01.11	ACS mix (PG 64-22) grading "E"	Ton	1,343	
415-01.02	Cold-planing bituminous pavement	S.Y.	16,893	
712-01	Traffic control	L.S.	1	
716-02.05	Plastic pavement marking (Stop line)	L.F.	342	
716-13.01	Spray thermoplastic pavement marking (60 mil, 4" line)	L.M.	7,454	
717-01	Mobilization	L.S.	1	

Bidder acknowledges that (1) each Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are for the Work as described in the Contract Documents and are not guaranteed.

Article 6 — Time of Completion

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates indicated in the Agreement, October 31, 2025.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

Article 7 — Attachments to this Bid

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Evidence of compliance with the applicable provisions of the Contractors Licensing Act of 1994 (TCA §62-6-101, *et seq.*), including but not limited to:
1. The name, license number, expiration date thereof, and license classification of the Bidder.

Article 8 — Defined Terms

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

Article 9 — Bid Submittal

Bidder: (indicate correct name of bidding entity)

License Number:

License Expiration Date:

License Classification:

Bid By: (printed name)

Bid By: (title)

Bid By: (signature)

(If Bidder is a corporation, limited liability company, partnership,
or joint venture, attach evidence of authority to sign.)

Attest: (printed name)

Attest: (title)

Attest: (signature)

Submittal Date:

Address: (for giving notices)

Telephone Number:

Fax Number:

Email Address:

DRUG FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, the Contractor, an employer of five or more employees contracting with _____, the Owner, to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of the Contractor and is duly authorized to execute this Affidavit on behalf of the Contractor.
2. The Contractor submits this Affidavit pursuant to Tennessee Code Annotated (TCA) § 50-9-113, which requires each employer with five or more employees receiving pay who contracts with the state to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with TCA Title 50, Chapter 9.
3. The Company is in compliance with TCA § 50-9-113.

Further affiant stateth 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.

Witness my hand and seal at office this _____ day of _____, 20____.

Notary Public

My commission expires: _____

END OF AFFIDAVIT

[This page intentionally left blank.]

IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et. seq. requires a person that attempts to contract with state agencies, including a contract renewal or assumption, to certify at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to § 12-12-106.

Currently, the list is available online at the following website: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>

The Contractor, identified above, certifies by signature below that it is not included on the list of persons created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.

CONTRACTOR SIGNATURE

NOTICE: This certification MUST be signed by an individual with legal capacity to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE

[This page intentionally left blank.]



SECTION 04

Agreement

2025 Annual Resurfacing Project
City of Belle Meade, Tennessee

[This page intentionally left blank.]

Agreement

This Agreement is by and between the City of Belle Meade, Tennessee (“Owner”) and _____ (“Contractor”). Owner and Contractor hereby agree as follows:

Article 1 — Work

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: resurfacing four City streets totaling approximately 7,635 linear feet and striping fourteen City streets with approximately 33,530 linear feet of white edgelines and 2,570 linear feet of yellow centerlines.

Article 2 — The Project

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: resurfacing four City streets totaling approximately 7,635 linear feet and striping fourteen City streets with approximately 33,530 linear feet of white edgelines and 2,570 linear feet of yellow centerlines.

Article 3 — Engineer

- 3.01 The Project has been designed by Neel-Schaffer, Inc.
- 3.02 The Owner has retained Neel-Schaffer, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

Article 4 — Contract Times

- 4.01 Time of the Essence
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Contract Times: Dates
 - A. The Work will be substantially completed on or before October 31, 2025, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 31, 2025.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

Article 5 — Contract Price

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

Article 6 — Payment Procedures

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:

- a) 100 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b) 100 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

Article 7 — Interest

7.01 All amounts not paid when due shall bear interest at the rate of 7.5 percent per annum.

Article 8 — Contractor's Representations

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

Article 9 — Contract Documents

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 1. Performance bond (pages 1 to 3, inclusive).
 - 1. Payment bond (pages 1 to 3, inclusive).
 - 1. General Conditions (pages 1 to 65, inclusive).
 - 1. Supplementary Conditions (pages 1 to 7, inclusive).
 - 1. Specifications as listed in the table of contents of the Project Manual.

1. Drawings (not attached but incorporated by reference) consisting of 19 sheets with each sheet bearing the following general title: “2025 Street Resurfacing and Striping Improvements”.
1. Addenda (numbers ____ to ____, inclusive).
1. Exhibits to this Agreement (enumerated as follows):
 - a) Contractor’s Bid (pages 1 to 7, inclusive).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

Article 10 — Miscellaneous

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is 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.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 1. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 1. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 1. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner: City of Belle Meade, Tennessee

Contractor:

License Number: _____

Expiration Date: _____

Classification: _____

By: (printed name) _____

By: (printed name) _____

By: (title) _____

By: (title) _____

By: (signature) _____

By: (signature) _____

(If Contractor is a corporation, limited liability company, partnership, or joint venture, attach evidence of authority to sign.)

Attest: (printed name) _____

Attest: (printed name) _____

Attest: (title) _____

Attest: (title) _____

Attest: (signature) _____

Attest: (signature) _____

Address: (for giving notices)

Address: (for giving notices)

Phone Number: _____

Phone Number: _____

Fax Number: _____

Fax Number: _____

Email Address: _____

Email Address: _____

[This page intentionally left blank.]



SECTION 09

Bid Bond

2025 Annual Resurfacing Project
City of Belle Meade, Tennessee



NEEL-SCHAFER
Solutions you can build upon

[This page intentionally left blank.]

BID BOND

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

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name— Include Location*):

BOND

Bond Number:

Date:

Penal sum _____ \$

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal

(Seal)

Surety's Name and Corporate Seal

(Seal)

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



APPENDIX A

Pre-Bid Conference Minutes

2025 Annual Resurfacing Project
City of Belle Meade, Tennessee

[This page intentionally left blank.]



NEEL-SCHAFFER

PRE-BID CONFERENCE

Re: **2025 Annual Resurfacing Project**
City of Belle Meade, Tennessee

Date: Wednesday, June 4, 2025

Time: 10:00 AM CDT

Loc: Belle Meade City Hall
4705 Harding Road
Nashville, Tennessee 37205

Introduction

See attached sign-in sheet for attendance.

Project Work

- The Project consists of resurfacing **four** City streets totaling approximately 7,635 linear feet and striping fourteen City streets with approximately 33,530 linear feet of white edgelines and 2,570 linear feet of yellow centerlines.

Project Plans/Details

Project Specifications

- This Project to be constructed under the Tennessee Department of Transportation (TDOT) *Standard Specifications for Road and Bridge Construction*, dated January 1, 2021, and additional specifications and special provisions contained in the Project Manual.

Instructions to Bidders

Article 3 — Qualifications of Bidders

- City reserves the right to seek additional pertinent information regarding Bidder's qualifications.
- All prospective Bidders shall be properly licensed contractors in the State of Tennessee at the time of the Bid and shall provide evidence of compliance with the applicable provisions of the Contractors Licensing Act of 1994 (TCA §62-6-101, *et seq.*).

Article 4 — Examination of Site

- No Technical Data known to City. See SC 5.03.

Article 8 — Contract Times

- All work shall be completed by October 31, 2025.

landscape architects

environmental scientists

surveyors

planners

engineers

P: 615.383.8420 | F: 615.383.9984

210 25th Avenue North, Suite 800
Nashville, TN 37203

www.neel-schaffer.com



Article 9 — Liquidated Damages

- \$500 per day. See Paragraph 4.03.A.1 of Agreement.

Bid Form

- TCA §50-9-113 requires each employer with five or more employees receiving pay who contracts with state agencies to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with TCA §50-9.
- The Iran Divestment Act (TCA §12-12-101, *et seq.*) requires a person that attempts to contract with state agencies, including a contract renewal or assumption, to certify at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to §12-12-106.

General and Supplementary Conditions

City has plainly shown all modifications to the standard wording of EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee® through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

- SC 5.03: No Technical Data known to City.
- SC 6.01: Contractor is required to provide a cost of pulling Performance Bond and Payment Bonds to City. Bonds shall be required at discretion of City.
- SC 7.02: Regular working hours will be 7:00 AM to 5:00 PM, Monday through Friday. If work is conducted on Saturdays, work must be conducted 8:00 AM to 5:00 PM.

Prospective Bidder Questions/Concerns

- Article 13 of the Instructions to Bidders states that the basis of the Bid is lump sum; however, the Bid Form includes unit prices. What is the basis of the Bid? City’s intent is to use unit prices to determine additions or deletions to the lump sum bid; the lump sum bid will be the agreed-upon price to perform all work described in the Contract Documents, necessary and incidental to the Project. This will be clarified in Addendum #1.
- Article 19 of the Instructions to Bidders states that the Contractor is required to provide a cost of pulling Performance Bond and Payment Bonds to City. Where is this entered on the Bid Form? This will be addressed in Addendum #1 with a separate line item to enter the cost of pulling Performance Bond and Payment Bonds.
- Are Bid Bonds required? City’s intent is to require Bid Bonds in the amount of five percent (5%) of the Bid price. This will be addressed in Addendum #1 with inclusion of Bid Bonds in the Instructions to Bidders and a Bid Bond form.
- The plans specify ACS mix grading “E”, but the Bid Form specifies grading “D”. Which is specified? City’s intent is to use ACS mix grading “E”. This will be clarified in Addendum #1 with change to Bid Form.



- Contractor shall remove all valve boxes, castings, etc. prior to milling and reset to proposed finished grade prior to installation of new asphalt surface. This will be clarified in Addendum #1.

Addenda

- Addendum #1 will add pre-bid conference minutes and sign-in sheet as well as address or clarify questions/concerns above.

Bid Opening

- Received Bids will be publicly opened and read on Wednesday, June 11, 2025 at 10:00 AM CDT at Belle Meade City Hall, 4705 Harding Road, Nashville, Tennessee 37205.

Adjournment

- Adjourned at 10:11 AM.



[This page intentionally left blank.]

PRE-BID CONFERENCE SIGN-IN

NAME	ORGANIZATION	PHONE	E-MAIL
Kenneth Fields	Neel-Schaffer	(615) 990-5157	Kenneth.Fields
Luke Sullivan	Neel-Schaffer	(615) 987-0532	Luke.Sullivan@neel-schaffer.com
Adrian Wilkerson	Neel-Schaffer	(615) 383-8420	adrian.wilkerson@neel-schaffer.com
Nathan McVay	City of Belle Meade	(615) 297-6041	nmcvay@cityofbellemeade.org
Dylan Hood	City of Belle Meade	(615) 297-6041	DHood@cityofbellemeade.org
Zane Potter	AMI inc	615 879 3983	smcdonald@amiconstructioninc.com
Warren Garner	Four Star Paving	615 906-4706	wgarner@fourstarpaving.com
Jacob Norred	FSP	615-489-5915	jnorred@fourstarpaving.com
Davis Duncan	Sessions Paving Company	615-356-0600	dduncan@sessionspaving.com