

CITY OF SPRINGFIELD
Public Works Department
2809 Clinard Drive
Springfield, Tennessee 37172
615-384-2746
www.SpringfieldTN.Gov
Email: PublicWorks@SpringfieldTN.Gov

**STORMWATER MONITORING
CONTRACT #PW2402**

BID #1281

REQUEST FOR PROPOSALS #1280
Phase II MS4 Monitoring

The City of Springfield is requesting sealed proposals for **Performance of Phase II MS4 Monitoring**.

Details may be downloaded at www.springfieldtn.gov. Contact Kenny Morris, Stormwater Coordinator, Department of Public Works at 615-384-2746 or kenny.morris@springfieldtn.gov for additional information.

Proposals should be submitted to the Office of the City Recorder, 405 North Main Street, Springfield, Tennessee 37172 no later than **2:00 PM, local time, Tuesday, April 2, 2024**. Please reference "**Phase II MS4 Monitoring Proposal #1280**" on the outside of the sealed envelope.

The City of Springfield reserves the right to reject any or all Proposals, to waive any informality or irregularity in any Proposal received, and to be the sole judge of the merits of the respective Proposal received. Final award will be subject to the execution of the contract. The City reserves the right to negotiate a final contract that is in the best interest of the City.

Lisa H. Crockett
City Recorder

CITY OF SPRINGFIELD
PUBLIC WORKS DEPARTMENT
2809 CLINARD DRIVE
SPRINGFIELD, TENNESSEE 37172
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BID PROPOSAL #1281

For a
STORMWATER MONITORING CONTRACT #PW2402

Bid opening April 2, 2024, at 2:00 p.m.

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ADVERTISEMENT FOR BIDS
BID PROPOSAL #1281
STORMWATER MONITORING CONTRACT #PW2402

This contract is for the performance of Phase II MS4 bacteriological stream sampling. See Scope of Work and contact Kenny Morris, Stormwater Coordinator at 615-384-2746 for additional information.

Sealed proposals will be accepted until 2:00 p.m. on April 2, 2024, and then publicly opened and read aloud. Proposals must be addressed to:

Office of the City Recorder
405 North Main Street
Springfield, Tennessee 37172
615-382-2200

Bid proposal shall be enclosed in a sealed envelope with all applicable forms completed. Each envelope shall bear on the outside the *bid number, bidder's name, address, license number and expiration date, that part of classification applying to the bid, the date and time of the bid opening and the project name and/or contract number*. Failure to show these items on the outside of the envelope will result in the bid being returned to the bidder unopened. Faxed proposals are not accepted.

Bid proposal may be obtained at: <https://www.springfieldtn.gov/437/BidsRFQsRFPs>

Addenda(s) to proposal will be acknowledged by all bidders. Failure to acknowledge receipt of an Addendum letter(s) is grounds for rejection. It shall be the bidders' responsibility to confirm that the proposal contains all the documents indicated in the Table of Contents. Should any omissions occur, the appropriate documents may be obtained from the Public Works Department.

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

NOTICE TO BIDDERS

Title VI of the Civil Rights Act of 1964

It is the policy of the CITY OF SPRINGFIELD to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law. The City complies with Title VI of the Civil Rights Act of 1964. Title VI requires that no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. With regard to all aspects of this contract, contractor certifies and warrants it will comply with this policy.

Further, the CITY OF SPRINGFIELD agrees to comply with the Department of Transportation Implementing Regulations (49 CFR Part 21).

Any person who believes they have been discriminated against should contact Candice Tillman, Title VI Coordinator, at Springfield City Hall.

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

Gender:	Male _____	Female _
Race:	Caucasian	—
	African American	—
	Hispanic	—
	Other (please specify)	—

NOTICE TO BIDDERS

Disadvantaged Business Enterprise Policy

It is the policy of the City of Springfield that Disadvantaged Business Enterprises (DBE's) to affirmatively ensure that any contract entered into pursuant to the contract, DBE's will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of age, race, color, religion, national origin, sex or disability in consideration for an award.

All contractors providing professional services for the City of Springfield shall take all necessary and reasonable steps in accordance with 49 CFR, Part 23, to ensure that DBE's have the maximum opportunity to compete for and perform subcontracts. The contractor shall not discriminate on the basis of age, race, color, religion, national origin, sex or disability in the award of subcontracts.

NOTICE TO BIDDERS

Drug Free Workplace Policy

The City of Springfield is a Drug Free Workplace and requires all bidders with “no less than five (5) employees receiving pay who contract with the City to provide construction services”, to prepare and include with their bid documents an Affidavit certifying compliance with the Drug Free Workplace Program as stipulated in Tennessee Code Annotated (TCA) 50-9-101 through 50-9-113. The statute forbids any local government from entering into any contract or awarding any contract for construction services with any employer who has not provided the affidavit of compliance.

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with the CITY OF SPRINGFIELD to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of (hereinafter referred to as the "COMPANY") and is duly authorized to execute this AFFIDAVIT on behalf of the **COMPANY**.
2. The **COMPANY** submits this AFFIDAVIT pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an AFFIDAVIT stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The **COMPANY** is in compliance with T.C.A. § 50-9-113.

FURTHER AFFIANT SAYETH NOT.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing AFFIDAVIT for the purposes therein contained.

SUBSCRIBED AND SWORN to me before this __ day of _____, 20__.

(SEAL)

Notary Public

My Commission Expires: _____

IRAN DIVESTMENT ACT

NOTICE

Tenn. Code Ann. § 12-12-106 requires the chief procurement officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105.

For these purposes, the State intends to use the attached list of “Entities determined to be non-responsive bidders/offers pursuant to the New York State Iran Divestment Act of 2012.”

While inclusion on this list would make a person ineligible to contract with the state of Tennessee, if a person ceases its engagement in investment activities in Iran, it may be removed from the list.

If you feel as though you have been erroneously included on this list please contact the Central Procurement Office at CPO.Website@tn.gov.

1. Ak Makina, Ltd.
2. Amona
3. Bank Markazi Iran (Central Bank of Iran)
4. Bank Mellat
5. Bank Melli Iran
6. Bank Saderat Iran
7. Bank Sepah
8. Bank Tejarat
9. China Precision Machinery Import- Export Corporation (CPMIEC)
10. ChinaOil (China National United Oil Corporation)
11. China National Offshore Oil Corporation (CNOOC)
12. China National Petroleum Corporation (CNPC)
13. Indian Oil Corporation
14. Kingdream PLC
15. Naftiran Intertrade Co. (NICO)
16. National Iranian Tanker Co. (NITC)
17. Oil and Natural Gas Corporation (ONGC)
18. Oil India, Ltd.
19. Persia International Bank
20. Petroleos de Venezuela (PDVSA Petróleo, SA)
21. PetroChina Co., Ltd.
22. Petronet LNG, Ltd.
23. Sameh Afzar Tajak Co. (SATCO)
24. Shandong FIN CNC Machine Co., Ltd.
25. Sinohydro Co., Ltd.
26. Sinopec Corp. (China Petroleum & Chemical Corporation)
27. SKS Ventures
28. SK Energy Co., Ltd.
29. Som Petrol AS
30. Unipecc (China International United Petroleum & Chemicals Co., Ltd.)
31. Zhuhai Zhenrong Co.

IRAN DIVESTMENT ACT

“By the submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not a person included within the list created pursuant to § 12-12-106.”

Signature: _____

Date: _____

Title: _____

SPECIAL PROVISION

REGARDING

EMPLOYING AND CONTRACTING WITH ILLEGAL IMMIGRANTS

The requirements of Public Acts of 2006, Chapter Number 878, of the State of Tennessee, addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the City, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

1. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the City a completed and signed copy of the "Attestation Form" provided by the City semi-annually during the period of this Contract. Such attestations shall be maintained by the contractor and made available to the City upon request.
2. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the contractor and made available to the City upon request.
3. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the City.
4. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the City to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the City to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract.
5. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the Department of Homeland Security and who, under Federal immigration laws and/or regulations, is

authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

ATTESTATION REGARDING PERSONNEL USED IN CONTRACT PERFORMANCE

Contract Number:	
Contractor Legal Entity Name:	
Federal Employer Identification or Social Security Number:	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

Signature of Owner or Corporate Officer

Date

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

SPECIAL PROVISION

Notice to Proceed

Contractor hereby agrees to commence work under this contract on or before a date to be specified in written "Notice To Proceed" of the Owner and to fully complete the project by June 30, 2024, thereafter, as stipulated in the specifications. Contractor further agrees to pay as liquidated damages the sum \$200.00 for each Calendar Day thereafter as hereinafter provided.

deliver to the OWNER within ten (10) days the formal construction contract. The bid security attached in the sum of

_____ (\$_____)

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

Signature of Owner or Corporate Officer

Date

SCOPE OF WORK

For stream segments identified by the Tennessee Department of Environment and Conservation (TDEC) as waters with unavailable parameters for pathogens, perform bacteriological stream sampling utilizing methods identified in TDEC's most current version of the Quality System Standard Operating Procedure for Chemical and Bacteriological Sampling of Surface Water. Monitoring shall include the collection of five samples within a thirty-day period (to establish a geometric mean) and be performed during the summer (March through November). Corresponding flow measurement shall be included.

Test procedures shall conform to regulations published pursuant to Section 304 (h) of the Clean Water Act (the "Act"), as amended, under which such procedures may be required.

Pollutant parameters shall be determined using sufficiently sensitive methods in Title 40 C.F.R. § 136, as amended, and promulgated pursuant to Section 304 (h) of the Act. The chosen methods must be sufficiently sensitive as required in state rule 0400-40-03-.05(8).

A deliverable summarizing the sampling results shall be provided including field data sheets, laboratory reports, photo documentation, and an analysis of the results.

The following stream segments within the City of Springfield's MS4 jurisdiction are classified as waters with unavailable parameters for pathogens:

Receiving Water	Nutrients	Pathogens	Siltation	Other	ETW	TMDL
Buzzard Creek from Red River to headwaters (TN05130206002_0400)	No	Yes	No	No	Yes	Yes
Carr Creek from Sulphur Fork to confluence of Browns Fork (TN05130206003_1300)	No	Yes	No	No	No	No
Carr Creek from Browns Fork to confluence of Flat Branch (TN05130206003_1350)	No	Yes	No	No	No	No
Carr Creek from confluence of Flat Branch to headwaters (TN05130206003_1355)	Yes	Yes	No	No	No	No
Sulphur Fork from rapids d/s of confluence of Carr Creek to Springfield STP outfall (TN05130206003_3000)	Yes	Yes	Yes	Yes	No	No
Sulphur Fork from Springfield STP outfall (just u/s of Carr Creek) to confluence of Beaver Dam Creek (TN05130206003_4000)	No	Yes	No	No	No	No

BID PROPOSAL FOR LUMP SUM CONTRACT

Proposal of _____ hereinafter called "CONTRACTOR" to the CITY OF SPRINGFIELD, TENNESSEE hereinafter called "OWNER".

The **CONTRACTOR** in compliance with invitation for bids for the Stormwater Monitoring Project and having examined the plans and specifications with the related documents and the site of the proposed work, and being familiar with all the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to complete the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in written "Notice To Proceed" of the **OWNER** and to fully complete the project by August 31, 2024, thereafter, as stipulated in the specifications. **CONTRACTOR** further agrees to pay as liquidated damages the sum of \$200.00 for each Calendar Day thereafter as hereinafter provided.

The **CONTRACTOR** hereby declares that he holds Contractor's License No. _____ as issued by the State Authority in which this work is to be done and that this license is in effect until _____, _____, and that he/she will maintain his/her license in force and effect during the life of the contract, including and the guarantee period.

Signature of Owner or Corporate Officer

Date

**BID FOR LUMP SUM CONTRACT
STORMWATER MONITORING
BID #1281**

DESCRIPTION	PRICE
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Stormwater Monitoring	Lump Sum Price	_____
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In words:

_____ Dollars (_____)

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

The **CONTRACTOR** hereby declares that he holds Contractor's License No. _____ as issued by the State Authority in which this work is to be done and that this license is in effect until 20_____, and that he will maintain his license in force and effect during the life of the contract, including and the guarantee period.

Respectfully submitted:

By: _____
Signature of Owner or Corporate Officer

Title

Date

Company

Telephone

Address

Email

BID CONTRACT AGREEMENT

This **CONTRACT**, made this _____ day of _____, 2024 and between THE CITY OF SPRINGFIELD, TENNESSEE, herein called the "**OWNER**", and

_____ a _____ of _____,

County of _____ and State of _____, hereinafter called "**CONTRACTOR**".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the **OWNER**, the **CONTRACTOR** hereby agrees with the **OWNER** to commence and complete the construction described as follows:

CONTRACT for bacteriological stream sampling.

Hereinafter called the PROJECT, for the sum of _____ Dollars (\$ _____)

and all extra work in connection therewith, under the terms as stated in the General Provisions, Special Conditions, Specifications and any Addenda or Modifications of the Contract; and at this (it's or their) own property cost and expense to furnish all the materials, supplies, machinery, equipment, tools, supervision, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and unit prices stated in the Proposal, the General Provisions, Supplemental General Conditions, Special Conditions, Special Specifications of the Contract, Addenda and Modifications, the plans, which may include maps, details, and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared, and as encumbered in Part 1 of the General Provisions, all of which are made a part hereof and collectively evidence and constitute the contract.

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the **OWNER** and fully completed and approved by the CITY by August 31, 2024, thereafter, as stipulated in the specifications. **CONTRACTOR** further agrees to pay as liquidated damages the sum of \$200.00 for each Calendar Day thereafter as hereinafter provided.

CONTRACTOR further agrees to pay as liquidated damages the sum \$200.00 for each Calendar Day thereafter, for either of the above, as hereinafter provided. If liquidated damages are assessed for this closure, they shall be cumulative to any other liquidated damages assessed for the completion of the entire project.

The **OWNER** agrees to pay the **CONTRACTOR** in current funds for the performance of the contract, subject to additions and deductions, as follows: pay request shall be submitted at the end of each month, the **CONTRACTOR** shall prepare and submit to the CITY for approval a duly certified estimate of the work performed and a copy of all test results and quality assurance records during the preceding period. Upon CITY approval of the estimate, and no later than the fifteen (15) days after submittal by the **CONTRACTOR**.

The **OWNER** within shall make final payment to the **CONTRACTOR** forty-five (45) days after:

- a. The completion of the **PROJECT**.
- b. The approval by the CITY of all work performed under the contract.
- c. The acceptance of the work by the **OWNER**.
- d. An affidavit by the **CONTRACTOR** to the effect that payment has been made for all labor, materials and subcontractors for the construction of the project.
- e. Submittal of all test results to the CITY for approval.
- f. The preparation by the **CONTRACTOR** and approval by the CITY of a final estimate of the cost of the completed work.

The **CONTRACTOR** shall protect, indemnify, and save harmless the **OWNER** from any and all damage, loss, claims, judgments or expenses, including but not limited to reasonable attorney's fees, which the **OWNER** may suffer or be subjected to by the performance of the Work, including but not without limitation to injury or death of any person whomever and destruction or damage to any property whatever.

This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Final payment to the **CONTRACTOR** shall equal the approved final estimate of cost less the aggregate of all previous payments to the **CONTRACTOR**, and less all liquidated damages assessed in accordance with the terms of this CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have executed this CONTRACT in two (2) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

THE CITY OF SPRINGFIELD, TENNESSEE

Ann Williams, Mayor

Lisa Crockett, City Recorder

(City Seal)

Witness

Contractor

Witness

Title

Title

Address

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of City of Springfield, Springfield, Tennessee do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representative; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signed: _____ Date: _____

GENERAL CONDITIONS AND/OR PROVISIONS

CONTRACTOR'S LIABILITY INSURANCE

The limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by law:

- | | |
|-------------------------|-----------|
| a. State | Statutory |
| b. Applicable Federal | Statutory |
| c. Employer's Liability | \$500,000 |

Comprehensive General Liability:

- | | |
|--|-------------|
| (1) General Aggregate
(Except Products-Completed Operations) | \$1,000,000 |
| (2) Products – Completed Operations Aggregate | \$1,000,000 |
| (3) Personal and Advertising
Injury (Per
Person/Organization) | \$1,000,000 |
| (4) Each Occurrence
(Bodily Injury and Property Damage) | \$1,000,000 |
| (5) Property Damage liability insurance will provide
\$1,000,000 Explosion, Collapse and Underground coverage
where applicable | |
| (6) Excess Liability
General Aggregate | \$1,000,000 |
| Each Occurrence | \$1,000,000 |

Automobile Liability:

- | | |
|---|------------------|
| (1) Combined Single Limit
Accident (Bodily Injury and Property Damage) | \$1,000,000 Each |
|---|------------------|

Contractual Liability Insurance

The Contractual Liability coverage shall provide coverage for not less than the following amounts:

- | | |
|--|-------------|
| (1) General Aggregate | \$1,000,000 |
| (2) Each Occurrence
(Bodily Injury and Property Damage) | \$1,000,000 |