

**Creek Debris Removal Maintenance
Contract Specifications
For Creeks within the City of Belle Meade, Tennessee**



**CITY OF BELLE MEADE
DAVIDSON COUNTY, TENNESSEE**

Board of Commissioners

**Rusty Moore, Mayor
Haley Dale, Vice Mayor
Louise Bryan, Commissioner
Neal Clayton, Commissioner
Marty Dickens, Commissioner**

2023

Consulting Engineers:
Civil & Environmental Consultants, Inc.
117 Seaboard Lane Suite E-100
Franklin, Tennessee 37067

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SECTION 00030

NOTICE TO BIDDERS

**INVITATION TO BID
CITY OF BELLE MEADE
CREEK DEBRIS REMOVAL MAINTENANCE CONTRACT**

Sealed bids for the Creek Debris Removal Maintenance Contract will be accepted until 10:00 am CST on Monday, September 11, 2023 at Belle Meade City Hall, 4705 Harding Rd, Nashville, TN 37205 at which time said bids will be publicly opened and read aloud.

This 2-year, unit-priced bid contract consists of debris & undergrowth removal from select creek reaches within the City. Specifications and plans will be available by noon on Monday, August 28, 2023 at City Hall. Contact Public Works Director Larry Smith to request a copy of bid packet: 615-297-6041 or lsmith@citybellemeade.org or online at www.citybellemeade.org, “Doing Business with the City”. A pre-bid conference may be scheduled prior to the bid deadline, date to be determined.

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

City of Belle Meade
Jennifer Moody, City Manager
(615) 297-6041

SECTION 00100

INSTRUCTIONS FOR BIDDERS

Bids will be received on or before Monday, September 11, 2023 at the office of the *City of Belle Meade, 4705 Harding Road, Nashville, Tennessee 37205*, telephone 615-297-6041, at **10:00 AM CST** for the Creek Debris Removal Maintenance Contract.

The project consists of removing debris and undergrowth from creek reaches within the City when requested by the City and in accordance with the current Tennessee Department of Environment and Conservation (TDEC) General Aquatic Resource Alteration Permit (ARAP) for Maintenance Activities. It is anticipated that less than one acre of total land will be disturbed beyond the limits of the creeks for purposes of access to the creeks, and any small isolated areas will be seeded and stabilized in accordance with the Supplemental Conditions. Therefore, no coverage under the Tennessee NPDES Permit for Storm Water Discharges Associated with Construction Activity is proposed.

The removal of all debris, underbrush, limbs, rocks, accumulated sediment, etc. from creek reaches within the City shall be done by manual labor; no power-operated equipment will be allowed in the creeks. Removal of accumulated bedload and unconsolidated sediments, such as loose gravel, will be limited to within culverts, under bridges, and at low fords. The limitation under the ARAP is 100 cumulative feet upstream and downstream of the structure. This area of permitted sediment removal must be kept separate from stream flow by diverting flow around the work zone by such means as sand bags.

Work could include but not be limited to removing low limbs hanging out into the creek, trimming back low growing bushes and shrubs so that they are not hanging out from the bank and in the waterway, removing large rocks individually by hand from the creek bed (while not disturbing the creek bed) and relocating them on the creek bank for bank stabilization, removing any accumulated limbs, trash, etc. from the creek (while not disturbing the creek bed) and disposing of off-site, and removing accumulated bedload and unconsolidated sediments, such as loose gravel, within culverts, under bridges, and at low fords and up to a distance of 100 cumulative feet upstream and downstream of the structure. This sediment removal will be done in the dry with any stream flow diverted around the active work zone by such means as sand bags.

This will be an indefinite quantity/indefinite delivery contract in which the Contractor will perform work in accordance with the project specifications when requested by the City for specific locations within the City. The Contractor will perform work under this contract only between Monday through Friday and between the hours of 7:30 AM and 6:00 PM after the date of the Notice to Proceed unless directed otherwise by the City. All questions concerning bid specifications should be directed to Larry Smith, Public Works Director. Phone 615-297-6041 or email to lsmith@citybellemeade.org.

The bidder agrees to furnish all labor, materials, equipment and incidentals necessary for the completion of the work, all in accordance with the Project Specifications for the following unit

prices through June 30, 2024 with the option of extending the contract at these prices for one (1) subsequent year assuming the contract terms and conditions remain the same. The Owner reserves the right to reject any one or all bids received. No bidder may withdraw a submitted Bid for a period of sixty (60) days after the date set for the opening of bids.

Liquidated Damages in the amount set out in the Specifications and Contract Documents will be assessed for failure to begin work in response to a normal request for work by the City within two weeks and an emergency request by the City within three days. The City will specify when an emergency request is being made.

Separate sealed bids will be received, in accordance with the Bidding Requirements, by the City of Belle Meade at the City of Belle Meade, 4705 Harding Road, Nashville, Tennessee 37205 until 10:00 AM, CST, on Monday, September 11, 2023. Bids will subsequently be publicly opened and read aloud. However, the successful bidder will not be determined until engineer and staff review all bid documents and submit a recommendation to the Commissioners for approval at their regular monthly meeting scheduled for Monday, September 18, 2023.

Copies of the Project Specifications and Drawings may be examined free of charge at the offices Belle Meade City Hall, 4705 Harding Road, Nashville, Tennessee 37205. An emailed PDF copy can be requested from Public Works Director Larry Smith at 615-297-6041 or lsmith@citybellemeade.org, or from the City website, www.citybellemeade.org, under “Doing Business with the City”.

The Contractor (and/or subcontractor) shall be licensed for the classification of work required for the Project in accordance with Public Chapter No. 822 (House Bill No. 2180) “Contractors Licensing Act of 1976,” passed March 18, 1976 by the General Assembly of the State of Tennessee, and any subsequent amendments thereto, or any Rules and Regulations promulgated by the State Board of Licensing Contractors and approved by proper legal authority. The entire wording of the Act shall be considered to be included by reference to these Contract Documents.

Drug-free Workplace Affidavits – T.C.A. § 50-9-113 - Effective January 1, 2001, any contractor with five or more employees who provides construction services for the state or any local government is required to submit an affidavit stating that the contractor has a drug free workplace program in compliance with the Tennessee Drug Free Workplace Act, T.C.A. §§ 50-9-101 through 50-9-113. The drug free workplace affidavit is to be submitted with the bid for a construction project. This statute directs that no local government shall award any construction contract to a contractor who does not submit such an affidavit with its bid.

The Contractor shall procure and maintain for the duration of the contract, at his/her own expense, insurance indicating sufficient Commercial General Liability coverage, with a minimum of \$1,000,000.00 per occurrence, \$1,000,000.00 per project and \$2,000,000.00 annual aggregate, and Automobile Liability and Owned/Hired/Non-Owned Vehicles with a minimum of \$1,000,000 per occurrence. The Contractor must provide a copy of an endorsement naming the City of Belle Meade as additional insured for the Liability coverage and furnish to the City a Certificate of Insurance indicating such coverage. The Contractor is to furnish a Certificate of

Insurance indicating coverage under a Workman’s Compensation Policy that meets the statutory limits for the state of Tennessee. The Contractor is responsible for work-related injuries of the Contractor’s employees and subcontractors. The Contractor must provide all equipment and supervision for this contract and assume responsibility for all uninsured subcontractors. The policies described herein shall be issued by insurance companies that are licensed to conduct business in the State of Tennessee. The Contractor must provide a thirty (30) day prior notice of cancellation, non-renewal, or material change in coverage.

On the outside of each envelope containing a Bid, the Bidder shall show the following information for the bidder; *otherwise the Bid will not be opened*:

- **Name of project: “Creek Debris Removal Maintenance Contract”**
- **Applicable State License Number and its expiration date**
- **That part of the license classification applying to the Bid.**

In addition to the Bid Form on pages 8 - 11, the bid packet must contain the Drug Free Workplace Affidavit and the signed Contractor Certification – Iran Divestment Act.

Failure to include these forms will be cause for disqualification.

Each Bidder is responsible for inspecting the project sites and for reading and being thoroughly familiar with the Bid Documents. By signing the Bid, the Bidder certifies that he has investigated the site conditions of the Project, fully satisfied himself of the surface and subsurface conditions, and based his Bid accordingly. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid.

The Contractor is responsible for providing any traffic control as may be necessary during working hours. If traffic control is needed, the Contractor must make arrangements for off-duty police officers with the Belle Meade Police Department by contacting Lieutenant Mack Mangrum at 615-297-0241, no less than 48 hours in advance, with the exception of emergency needs.

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein. Further, the Bidder agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the Supplemental General Conditions.

CITY OF BELLE MEADE

Rusty Moore, Mayor

CREEK DEBRIS REMOVAL MAINTENANCE CONTRACT

CREEK AREAS NEEDING DEBRIS REMOVAL

LIST IS IN ORDER OF PRIORITY FOR THE FISCAL YEAR 2023-2024

(Please refer to Attachment 3, the color map with numbered locations)

<u>AREA</u>	<u>CREEK LOCATION</u>
35.	Bridge at Jackson Boulevard and Harding Road
34.	Richland Creek at The Temple
31 – 33.	Leake Avenue to Belle Meade Mansion
17.	Branch culvert under Belle Meade Boulevard
18.	Branch culvert under Belle Meade Boulevard
16.	Creek culvert under Chancery Lane
19.	Culvert under Forsythe Place
15.	Herbert Place to Chancery Lane
14.	Chickering Road to Herbert Place
1.	Chickering Road to Chickering Lane
27.	Belle Meade Boulevard to Enquire Avenue
26.	Culvert under Belle Meade Boulevard to Iroquois Avenue
25.	Shepard Place to Belle Meade Boulevard
22.	Branch culvert under Lynwood Boulevard
45.	Sugartree Branch at Lynwood Boulevard
44.	407 Westview ending at St. Georges
21.	804 Westview Bridge

CREEK DEBRIS REMOVAL MAINTENANCE CONTRACT

CREEK AREAS NEEDING DEBRIS REMOVAL

LIST IS IN ORDER OF PRIORITY FOR THE FISCAL YEAR 2024-2025

(Please refer to Attachment 3, the color map with numbered locations)

<u>AREA</u>	<u>CREEK LOCATION</u>
35.	Bridge at Jackson Boulevard and Harding Road
34.	Richland Creek at The Temple
31 – 33.	Leake Avenue to Belle Meade Mansion
17.	Branch culvert under Belle Meade Boulevard
16.	Creek culvert under Chancery Lane
19.	Culvert under Forsythe Place
15.	Herbert Place to Chancery Lane
14.	Chickering Road to Herbert Place
1.	Chickering Road to Chickering Lane
27.	Belle Meade Boulevard to Enquire Avenue
26.	Culvert under Belle Meade Boulevard to Iroquois Avenue
25.	Shepard Place to Belle Meade Boulevard
22.	Branch culvert under Lynwood Boulevard
47.	Deer Park/Pocket Park culvert
23.	Harding Place and Lynwood Boulevard

SECTION 00301

BID FORM

Creek Debris Removal Maintenance Contract

FOR: City of Belle Meade
10:00 A.M. Monday, September 11, 2023

Gentlemen:

We the undersigned Bidder, in compliance with your Advertisement for Bids for the indefinite quantity/indefinite delivery *Creek Debris Removal Maintenance Contract*, having examined the Drawings and Specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the Project, hereby propose to furnish all labor, materials, and supplies to perform the Project in accordance with the Contract Documents and at the prices stated in the table below. These prices are to cover all expenses incurred in performing the work required under the bidding instruments, of which this proposal is a part.

The project consists of removing debris and undergrowth from creek reaches within the City when requested by the City and in accordance with the current Tennessee Department of Environment and Conservation (TDEC) General Aquatic Resource Alteration Permit (ARAP) for Maintenance Activities and Nationwide Permit 3 - Maintenance. It is anticipated that less than one acre of total land will be disturbed beyond the limits of the creeks for purposes of access to the creeks, and any small isolated areas will be seeded and stabilized in accordance with the Supplemental Conditions. Therefore, at the time of publication of this document, no coverage under the Tennessee NPDES Permit for Storm Water Discharges Associated with Construction Activity is proposed.

The removal of all debris, underbrush, limbs, rocks, accumulated sediment, etc. from creek reaches within the City shall be done by manual labor; no power-operated equipment will be allowed in the creeks. Removal of accumulated bedload and unconsolidated sediments, such as loose gravel, will be limited to within culverts, under bridges, and at low fords. The limitation under the ARAP is 100 cumulative feet upstream and downstream of the structure. This area of permitted sediment removal must be kept separate from stream flow by diverting flow around the work zone by such means as sand bags.

Work could include but not be limited to removing low limbs hanging out into the creek, trimming back low growing bushes and shrubs so that they are not hanging out from the bank and in the waterway, removing large rocks individually by hand from the creek bed (while not disturbing the creek bed) and relocating them on the creek bank for bank stabilization, removing any accumulated limbs, trash, etc. from the creek (while not disturbing the creek bed) and disposing of off-site, and removing accumulated bedload and unconsolidated sediments, such as

loose gravel, within culverts, under bridges, and at low fords and up to a distance of 100 cumulative feet upstream and downstream of the structure. This sediment removal will be done in the dry with any stream flow diverted around the active work zone by such means as sand bags.

The undersigned Bidder does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made in pursuance of and subject to all the terms and conditions of the construction contract, the detailed Specifications, and the Drawings pertaining to the work to be done, all of which have been examined by the undersigned.

The selection of the awarded bid will be based on one or more of the following:

1. Sum of all Unit Bid Prices
2. Individual Unit Prices
3. Ratio of sum of Unit Bid Prices to the sum of Labor Unit Prices.

The bidder agrees to furnish all labor, materials, equipment and incidentals necessary for the completion of the work, all in accordance with the Project Specifications for the following unit prices through June 30, 2024 with the option of extending the contract at these prices for one (1) subsequent year assuming the contract terms and conditions remain the same.

CITY OF BELLE MEADE
CREEK DEBRIS REMOVAL MAINTENANCE PROJECT – 2023

BIDDER NAME: _____

Item	Description	Rate/ Hour
A. Equipment Rental Schedule		
1	Tandem or Tri-axle trucks	
2	Single axle truck	
3	Pickup truck	
4	Bobcat loader	
5	Rubber tired backhoe	
6	Other (list)	
B. Labor		
1	Superintendent	
2	Lead person (foreman)	
3	Laborer:	
	Class A (No. of Laborers_____)	
	Class B (No. of Laborers_____)	
	Others (No. of Laborers_____)	
4	Truck Driver	
5	Power Equipment Operator	
	Class A (No. of Operators_____)	
	Class B (No. of Operators_____)	
	Others (No. of Operators_____)	
C. Materials		Rate/Ton
1	Sediment Filter Bag & Pump	Each \$
2	Sand Bags	Each \$
3	Straw Rolls	Rate/LF \$
4	Seeding & Mulching	Rate/SY \$

Notes:

- 1) Rates are to be determined by Bidder.
- 2) Contractor shall be paid based on actual equipment, labor, and material utilized. Contractor shall submit certified records showing amount of hours and quantity of materials used for each category for which payment is being requested.
- 3) Laborer and Equipment Operator Classifications are based upon Tennessee Department of Transportation Classifications.
- 4) Silt fence with backing and stone shown in EC-STR-2 Sediment Filter Bag are not required for the work of this contract.

We, the undersigned Bidder, declare that this proposal is made without connection with any other person or persons making proposals for the same work and that it is, in all respects, fair and in good faith without collusion or fraud.

Respectfully submitted,

License # _____

Contractor Name

Expiration date of same _____

By _____
Title

Addendum #1 _____

Address _____

Addendum #2 _____

Addendum #3 _____

Telephone _____

SECTION 00401

DRUG-FREE WORKPLACE AFFIDAVIT

****This sheet must be submitted with bid****

STATE OF: Tennessee COUNTY OF: _____

The undersigned, principal officer of _____,
(the "Company"), being duly authorized to execute this affidavit on its behalf makes oath as follows:

1. The Company is an employer of no less than five (5) employees receiving pay and is submitting a bid to the City of Belle Meade for a contract to provide construction services.
2. The Company has a drug-free workplace program in full compliance with Title 50, Chapter 9, of the Tennessee Code Annotated, in effect at the time of the submission of such bid.
3. This affidavit is submitted in compliance with T.C.A. 50-9-113.

Further affiant saith not.

Principal Officer _____

Title: _____

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 the statements contained in the forgoing affidavit are true of his own knowledge.

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

Notary Public _____

My Commission Expires: _____



****This sheet must be submitted with bid****

**CONTRACTOR CERTIFICATION
TCA Title 12, Chapter 12 – IRAN DIVESTMENT ACT**

Date - _____

Contractor Name – _____

Address – _____

City, State – _____

Contract Name/description: **Creek Debris Removal Maintenance Contract 2023-2024**

The City of Belle Meade has executed and hands you herewith an executed counterpart of its contract with you for the performance of the above work. In your performance on this contract, we call to your attention the provisions of Tennessee Code Annotated Title 12, Chapter 12, Iran Divestment Act, which requires that any bidder submitting a bid or proposal, or who contracts with the state or political subdivision of the state, including a contract renewal or assumption, shall certify the following statement as true under the penalties of perjury: “By 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 party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to TCA Section 12-12-106” (copy attached).

In your performance of this contract, we shall expect full compliance with the requirements of this statute and request your confirmation of this fact upon the line provided below.

THE CITY OF BELLE MEADE

By: _____
Mayor

Date: _____

_____ (Contractor) certifies that it understands the requirements of the above-referenced statute and agrees that it will comply fully with the same in the performance of the above contract.

By: _____
(Contractor’s Representative)

Date: _____

Print name of Representative

CITY OF BELLE MEADE
IRAN DIVESTMENT ACT COMPLIANCE

The Iran Divestment Act of 2016, effective as of July 1, 2016, is codified at Tenn. Code Ann. § 12- 12-101 et seq. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the CITY, from entering into contracts with persons or entities engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in Tenn. Code Ann. § 12-12-105, a person engages in investment activities in the energy sector of Iran if:

- (1) The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- (2) The person is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list, created pursuant to § 12-12-106, as a person engaging in investment activities in Iran as described in this section.

This Act requires the State of Tennessee’s chief procurement officer to publish on the State’s web site a list of persons it determines engage in investment activities in Iran (the “Prohibited Entities List”). The State publishes its list on the Department of General Services’ web page here: <https://www.tn.gov/generalservices/procurement/central-procurement-office-cpo/library-/public-information-library.html>

Any BIDDER that is on the Prohibited Entities List will be ineligible to contract with the CITY.

Pursuant to the Act, any BIDDER that attempts to contract with the CITY must certify, at the time the bid is submitted, that the BIDDER is not identified on the Prohibited Entities List. A bid shall not be considered for award, nor shall any award be made where the BIDDER fails to submit a signed and verified Bidder’s Certification.

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SECTION 00500

AGREEMENT – Creek Debris Removal Maintenance Contract

THIS AGREEMENT made this ___ day of _____ in the year TWO THOUSAND and TWENTY-THREE (2023) by and between _____(NAME and ADDRESS)_____, hereinafter called the Contractor, and the City of Belle Meade, 4705 Harding Road, Nashville, Tennessee 37205, hereinafter called the Owner.

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named agree as follows:

ARTICLE 1. Contract Term - This Contract is for a two (2) year period beginning July 1, 2023 and ending June 30, 2024. At the option of the Owner, the contract may be extended for one (1) additional year at these prices assuming the contract terms and conditions remain the same.

ARTICLE 2. Scope of the Work – The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and described in the Specifications entitled: *Creek Debris Removal Maintenance Contract*, including city street map and drawings attached. The services to be rendered under this contract are those of an independent contractor. The contractor is not an officer, employee, or agent of the City of Belle Meade.

Indemnity Requirement – The Contractor further agrees to protect, defend, and save the City of Belle Meade, its elected and appointed officials, agents, employees and volunteers while working in the scope of their duties as such, harmless from and against any and all claims, demands, and causes of action of any kind or character, including the cost of their defense, arising in favor of the Contractor’s employees or third parties on account of bodily or personal injuries, death or damage to property arising out of services performed or omissions of services in any way resulting from the act or omissions of the Contractor and /or its agents, employees, subcontractors, representative or the City of Belle Meade under this agreement.

Compliance With Laws – The Contractor must comply with all applicable federal, state, and local laws including the prevailing wage laws.

Insurance Requirements - The Contractor shall procure and maintain for the duration of the contract, at his/her own expense, insurance indicating sufficient Commercial General Liability coverage, with a minimum of \$1,000,000.00 per occurrence, \$1,000,000.00 per project and \$2,000,000.00 annual aggregate, and Automobile Liability and Owned/Hired/Non-Owned Vehicles with a minimum of \$1,000,000 per occurrence. The Contractor must provide a copy of an endorsement naming the City of Belle Meade as additional insured for the Liability coverage and furnish to the City a Certificate of Insurance indicating such coverage. The Contractor is to furnish a Certificate of Insurance indicating coverage under a Workman’s Compensation Policy that meets the statutory limits for the state of Tennessee. The Contractor is responsible for work-related injuries of the Contractor’s employees and subcontractors. The Contractor must provide all equipment and supervision for this contract and assume responsibility for all uninsured

subcontractors. The policies described herein shall be issued by insurance companies that are licensed to conduct business in the State of Tennessee. The Contractor must provide a thirty (30) day prior notice of cancellation, non-renewal, or material change in coverage.

ARTICLE 3. Time of Completion – The work to be performed under this Contract shall be commenced _____ and shall be completed within 90 working days after start date.

Liquidated damages will be assessed at a rate of Two Hundred (\$200.00) dollars per working day for each day the Contractor exceeds the response time specified in Section 00100. The Contractor will be allowed one (1) additional day for each day of inclement weather.

ARTICLE 4. The Contract Sum – The Owner shall pay the Contractor for the performance of the Contract, subject to Additions and Deductions provided therein, in current funds for amounts that are invoiced according to the accepted Bid Unit Prices for Equipment, Labor and Materials.

Where the quantities contemplated are so changed that application of the agreed Unit Prices to the quantity of work performed is shown to create a hardship to the Owner or to the Contractor, there shall be an equitable adjustment of the Contract to prevent such hardship.

ARTICLE 5. Progress Payments – The Owner shall make payments on account of the Contract as provided therein, as follows:

On or about the _____ first _____ day of each month _____ ninety (90%) _____ percent of the value, based on the Contract prices, of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the _____ last _____ day of that month, as estimated by the Owner, less the aggregate of previous payments; and upon substantial completion of the entire work, a sum sufficient to increase the total payment to _____ ninety-five (95%) _____ percent of the Contract price after the work is 80% complete.

ARTICLE 6. Acceptance and Final Payment – Upon receipt of written notice that the work is ready for final inspection and acceptance, the Owner shall promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof, and the entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor at the office of the Owner within _____ thirty (30) _____ days after the date of said final certificate.

Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens, from faulty work appearing after final

payment or from requirements of the Specifications, and of all claims by the Contractor, except those previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, the Owner shall, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 7. The Contract Documents – The General Conditions of the Contract, the Specifications and the Drawings, together with this Agreement, form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of the Specifications and Drawings.

Specifications:

Creek Debris Removal Maintenance Contract

Attachment 1

General Aquatic Resource Alteration Permit (ARAP) for Maintenance Activities from the Tennessee Dept. of Environment & Conservation

Attachment 2

Nationwide Permit 3 – Maintenance

Attachments 3 and 4

Drawings (included within the Project Specifications booklet):

City Street Map

Detail Drawings – Temporary Sediment Filter Bag

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

OWNER

CONTRACTOR

City of Belle Meade

BY _____
Rusty Moore

Title Mayor

BY _____
(Signature)

(Print Name)

Title _____

Company _____

**SECTION 00510
NOTICE & ACCEPTANCE OF AWARD**

TO:

PROJECT DESCRIPTION: *Creek Debris Removal Maintenance Contract 2020*

1. The Owner has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS dated _____, and Information for Bidders.
2. You are hereby notified that your BID has been accepted for items according to the Bid Form Table submitted.
3. You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2023.

City of Belle Meade
Owner

BY _____
Rusty Moore, Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged:

by _____

this date _____ day of _____, 2023.

BY: _____
(Signature)

Print Name and Title: _____

SECTION 00550
NOTICE TO PROCEED

To:

Date:

Project: **Creek Debris Removal Maintenance Contract 2023-2024**

1. You are hereby notified to commence work in accordance with the Agreement dated _____, on or after _____, and you are to complete the WORK within ninety (90) working days thereafter. Working days are defined as Monday through Friday, only between the hours of 7:30 AM and 6:00 PM each working day. The date of completion of WORK is therefore _____.

City of Belle Meade
Owner

BY _____
Rusty Moore, Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

| _____, on the ____ day of _____, [2023](#)

BY: _____

Signature: _____

Title: _____

**SECTION 00941
CHANGE ORDER**

Order No. _____

Date: _____

Agreement Date: _____

NAME OF PROJECT: **Creek Debris Removal Maintenance Contract 2020**

OWNER: City of Belle Meade

CONTRACTOR: _____

The Following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE: \$ _____

Original CONTRACT PRICE: \$ _____

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ _____

The CONTRACT PRICE due to this CHANGE ORDER will be
(increased) (decreased) by \$ _____

The new CONTRACT PRICE including this CHANGE ORDER will be \$ _____

Change to CONTRACT TIME: _____

The CONTRACT TIME will be (increased) (decreased) by _____ calendar days.

The date for completion of all work will be _____ (date).

Approvals Required:

To be effective, this Order must be approved by the City of Belle Meade if it changes the scope or objective of the project, or if it will increase the budgeted amount of funds needed to complete the project, or as may otherwise be required by the GENERAL CONDITIONS.

Requested

By: _____ By: _____ Date: _____

Approved

By: City of Belle Meade By: _____ Date: _____



**CITY OF BELLE MEADE
CONTRACTOR CERTIFICATION (Submit with contract)**

Date:

To:

Project Description: *Creek Debris Removal Maintenance Contract 2023-2024*

The City of Belle Meade has executed and hands you herewith an executed counterpart of its contract with you for the performance of the above work. In your performance on this contract, we call to your attention the provisions of Tennessee Code Annotated Section 12-4-101 (a) and (b), which provide in part that “it is unlawful for any...person whose duty it is to...overlook or in any manner to superintend any work or any contract in which” the City “shall or may be interested” to be directly or indirectly interested in such contract. Accordingly, it will be a violation of the law of the state and the policies of the City of Belle Meade for any employee of the City to participate in any manner in the performance of this contract or to share in the proceeds of the same. In your performance of this contract, we shall expect full compliance with the requirements of this statute and request your confirmation of this fact upon the line provided below.

THE CITY OF BELLE MEADE

By: _____
Rusty Moore, Mayor

Date: _____

(Contractor) certifies that it understands the requirements of the above-referenced statute and agrees that it will comply fully with the same in the performance of the above contract.

(Contractor)

By: _____

Date: _____

SECTION 00700
SUPPLEMENTARY CONDITIONS

The following supplements modify the *EJCDC C-700 Standard General Conditions of the Construction Contract, 2002 Edition*, which follows in Section 00800. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 DELIVERY OF BONDS AND EVIDENCE OF INSURANCE

Delete paragraph 2.01.B. of the General Conditions in its entirety and insert the following in its place:

- B. Evidence of Insurance: Before any WORK at the site is started, CONTRACTOR shall deliver to OWNER certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with paragraphs 5.01 through 5.04.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.04 UNDERGROUND FACILITIES

Add the following before paragraphs “A” and “B”;

“Neither OWNER nor ENGINEER makes any warranties or representations about any subsurface conditions that may be encountered within the Scope of Work. The CONTRACTOR shall satisfy himself of subsurface conditions that may be encountered by performing on-site inspections, core drilling or other activities. The risk of encountering and correcting such subsurface conditions shall be borne solely by the CONTRACTOR, and the Contract Price shall include the cost of performing the work complete in-place within the Contract Times and in accordance with the terms and conditions of the Contract Documents.”

4.05 REFERENCE POINTS

Add the following paragraph immediately after Paragraph 4.05.A of the General Conditions:

“Contractor shall preserve all USGS, TVA, State of Tennessee, FEMA, and private markers; and none shall be removed or disturbed without prior approval from the Owner. Any removal and replacement of such markers shall be at the expense of the Contractor.”

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.03 SERVICES, MATERIALS, AND EQUIPMENT

Add the following new paragraphs immediately after Paragraph 6.03.C of the General Conditions:

“The manufacturers of all materials and equipment used must be reputable and regularly engaged in the manufacture to which it will be subjected.”

“Materials used in stabilization shall include clean shot rock, riprap or anchored trees or other non-erodible materials found in natural environment. Stabilization materials shall not include gravel, sand, sediments, chert, soil or other unconsolidated materials. Materials to be discharged shall be free of contaminants, including toxic pollutants, hazardous substances, waste metal, construction debris, organic materials, etc.”

6.09 LAWS AND REGULATIONS

Add the following new sentence immediately after Paragraph 6.09.A of the General Conditions:

“The Contractor shall comply with all applicable requirements of State and local laws and ordinances to the extent that such requirements do not conflict with Federal laws or regulations.”

“The Contractor shall give all necessary notices and obtain all permits.”

6.11 USE OF SITE AND OTHER AREAS

Add the following new paragraphs immediately after Paragraph 6.11.A.1 of the General Conditions:

“The Contractor shall use special care in working areas to protect public and private property. The Contractor shall replace or repair at his own expense any damaged water pipes, power and communication lines, or other public utilities, roads, curbs, gutters, sidewalks, drain pipes, sewer drainage ditches, and all plantings, including grass or sod on the site of the work. The site shall be left in original or better condition after all cleanup work has been done.”

“Reasonable care shall be taken during construction to avoid damage to vegetation. Where the area to be cleaned is occupied by trees, brush, or other uncultivated vegetable growth, such growth shall be cleared from the area and disposed of in a satisfactory manner. Trees, cultivated shrubs, flowers, etc., situated within public right-of-ways and/or easements through private property, but not located directly within the project limits, shall remain undisturbed. Small ornamental trees, cultivated shrubs, flowers, etc., located directly within the project limits shall be transplanted so they may be replaced during the property restoration operations. No tree larger than 1 inch in diameter shall be removed or disturbed without the permission of the Owner. The Contractor shall exercise special precautions (including barricades and temporary tying back of shrubbery and tree branches) for the protection and preservation of such objects throughout all stages of construction and will be held liable for any damage that may result to said objects from excavation or construction operations. Any limbs and branches of trees broken during construction operations shall be trimmed with a clean cut and painted with an approved tree pruning compound. Tree trunks receiving damage from equipment shall be treated with a tree dressing.”

“Contractor shall protect and restore disturbed areas to a condition similar or equal to that existing at the commencement of construction except as noted.”

Add the following new paragraphs immediately after Paragraph 6.11.A.3 of the General Conditions:

“Care shall be taken by the Contractor during construction to minimize siltation, bank erosion, and traffic disruption. Dust shall be controlled by sprinkling or other means as required to keep it to a minimum.”

“Aquatic life shall not be permanently disrupted.”

“Excavation and fill activities shall be separated from flower waters. All surface water flowing toward the excavation or fill work shall be diverted. This can be accomplished through utilization of sand bags.”

“Streams shall not be used as transportation routes for heavy equipment. Stream crossings are not permitted. No motorized equipment is permitted in the stream.”

“Stream bank disturbances associated with stabilization shall be limited to the minimum needed for abatement and prevention of stream bank erosion.”

“Material may not be placed in such location or manner so as to impair surface water flow into or out of any wetland area.”

“Vegetation and debris disturbed by activity at the construction site shall be removed from the site to such a location so as to prevent re-entry into the waterway.”

“When removing unconsolidated sediments, such as sand and gravel, from the vicinity of bridges, culverts, and low water crossing, the following requirements must be adhered to:

All work must be performed within 100 feet of the bridge culvert or low water crossing.

There shall be not disruption of the stream banks except at the access point.

All disturbed material shall be removed from the stream channel.

Natural substrate shall be maintained within culverts when removing accumulated bedload.”

“Permitting of any off-site disposal area utilized by the Contractor for the completion of the work is the sole responsibility of the Contractor.”

“The Contractor shall establish and maintain a proactive method to prevent litter, construction debris, and construction chemicals from entering waters of the State/U.S.”

“The Contractor shall establish and maintain a proactive method to prevent the off-site migration or deposit of sediment on roadways used by the general public. If sediment escapes the project site, off-site accumulations of sediment that have not reached a stream must be removed at a frequency sufficient to minimize off-site impacts (e.g., fugitive sediment that has escaped the project site and has collected in a street must be removed so that it is not subsequently washed into storm sewers and streams by the next rain event and/or so that it does not pose a safety hazard to users of public streets). Arrangements concerning removal of sediment on adjoining property must be settled with the adjoining property owner before removal of sediment.”

“The Contractor shall take appropriate steps to ensure that petroleum products or other chemical pollutants are prevented from entering waters of the State/U.S. All equipment refueling, servicing, and staging areas shall comply with all local, State, and Federal laws, rules, regulations, and ordinances, including those of the National Fire Protection Association (NFPA). Appropriate containment measures for these areas shall be used. All spills must be reported to the appropriate agency, and measures shall be taken immediately to prevent the pollution of waters of the State/U.S., including groundwater, should a spill occur.”

6.13 SAFETY AND PROTECTION

Add the following language immediately after the second sentence of paragraph 6.13, B. of the General Conditions:

“The CONTRACTOR shall comply with the “Safety and Health Regulations for Construction” and subsequent amendments, promulgated by the Department of Labor under the Occupational and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91054). These regulations are identified as Chapter XVII of Title 29, Code of Federal Regulations (CFS), Part 1926 (formerly Chapter XIII of Title 29, CFR, Part 1518).”

ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

9.01 OWNER’S REPRESENTATIVE

Delete Paragraph 9.01 in its entirety and insert the following in its place:

“Engineer will not be Owner’s representative during the construction period. Owner will utilize City staff to perform the duties of Owner’s representative.”

END OF SUPPLEMENTARY CONDITIONS