

SPECIFICATIONS

For

Mansker Creek Bank Stabilization

CITY OF GOODLETTSVILLE, TENNESSEE



August 8, 2016

Project No. 162-080



Civil & Environmental Consultants, Inc.

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Technical specifications for this project are included in the engineering drawings. All work for this project shall be done in conformance with the current Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction, unless otherwise noted.

ATTACHMENTS

- 1) Site Location Map
- 2) Details: Mansker Creek Emergency Bank Stabilization, dated June 2016 stabilization
- 3) Site Map showing construction exit
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SECTION 00030

NOTICE TO BIDDERS

Request for Bids

Sealed bids will be received at the office of the Purchasing Agent, City of Goodlettsville, 105 South Main Street, Goodlettsville, Tennessee 37072, until 2:00 p.m. CST, on September 1, 2016, at which time they will be opened for the following:

**Mansker Creek Bank Stabilization
by the Parks and Recreation Department, City of Goodlettsville**

Specifications and drawing details may be obtained beginning August 12, 2016. Copies of the Engineering Plans and Specifications may be requested by calling Civil & Environmental Consultants (CEC) beginning Tuesday, August 12, 2016 between 8:00 and 5:00 PM CDT. Phone: 615-333-7797. There is no fee for the bid packet, but only one packet per contractor, please.

The City of Goodlettsville reserves the right to reject any and all bids and to waive formalities.

The City of Goodlettsville does not discriminate on the basis of age, race, sex, color, national origin, religion or disability in admission to, access to, or operation of its programs, services or activities, nor does it discriminate in its hiring, employment or purchasing practices. Contact the Human Resource Director at 615.851.2206 with questions, concerns, complaints and with requests for ADA accommodations.

SECTION 00100

INSTRUCTIONS FOR BIDDERS

Bids will be received on or before **2:00pm CDT** on *September 1, 2016*, at the *Goodlettsville City Hall, 105 South Main Street, Goodlettsville, TN 37072*, telephone 615-851-2200, for the *Mansker Creek Bank Stabilization project*.

The project consists of all the work required for stabilizing the Mansker Creek stream bank for up to a 75-foot length, including, but not limited to, very limited existing vegetation/tree removal on the bank on either side of the collapsed area necessary for the repair work, removing the collapsed materials and other material necessary to install the stabilization bioengineering, obtaining and installing big flat rocks (3 x 5 x 2 ft) at the toe of slope on the bedrock channel, stabilizing the bank using a combination of coir matting and live stakes, obtaining the correct vegetation, re-seeding any grassy areas that have been disturbed, and all other specifications as shown on the plans or as specified by the Owner, including all labor, materials, equipment, and supervision. The contractor will not be responsible for grinding the removed and cut trees, disposing of any excess soil that is removed from the area, or constructing a new greenway. The work is more fully detailed in the attached drawings. Questions from potential bidders must be sent in writing and received by the City by close of business on August 26, 2016.

It is expected that the Work for this project will commence no later than September 19, 2016. **The project must be fully completed within 21 work days. The Contractor will be allowed one (1) additional day for each day of inclement weather.** Allowable working days are defined as Monday through Friday 7:00 a.m. to 4:00 p.m.

To qualify for this contract, the contractor is required to do the following:

- Provide three examples of streambank stabilization projects in the last five years for which an Aquatic Resource Alteration Permit or other state equivalent permit and/or US Army Corps of Engineers permit were required. List the permit numbers. Provide a one page summary description of each project.

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. Each bid must be accompanied by a Certified Check or Bidder's Bond executed by the Bidder and a Surety Company licensed to do business in the State of Tennessee in the amount of Ten Percent (10%) of the amount of Bid. The Bond is required as a guarantee that, if the bid is accepted, a Contract will immediately be entered into and the performance of it properly secured. The successful Bidder will be required to execute a Payment and a Performance Bond in the amount of One Hundred Percent (100%) of the Contract Price. Among other things, said Performance Bond shall provide that the Contractor will pay all subcontractors under him in said Contract.

Liquidated Damages in the amount set out in the Specifications and Contract Documents will be assessed for failure to complete work within the Contract Completion Time as specified herein.

Separate sealed bids will be received, in accordance with the Bidding Requirements, by the City of Goodlettsville, 105 South Main Street, Goodlettsville, TN 37072, until 2:00 PM, CDT, on September 1, 2016. Bids will subsequently be publicly opened and read aloud.

Copies of the Engineering Plans and Specifications may be requested by calling Civil & Environmental Consultants (CEC) beginning Friday, August 12, 2016 between 8:00 and 5:00 PM CDT. Phone: 615-333-7797. There is no fee for the bid packet, but only one packet per contractor, please.

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 furnish a Certificate of Insurance indicating sufficient coverage, a minimum of \$2,000,000.00 per occurrence, to protect the Owner and to hold the Owner harmless from any damage or injuries due to the Contractor's negligence. The Contractor is to furnish a Certificate of Insurance indicating coverage under a Workman's Compensation Policy that meets the State Minimum Requirements. The policies shall be issued by insurance companies with a Best Rating of not less than B+.

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
- Applicable State License Number and its expiration date
- That part of the license classification applying to the Bid.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract 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 has 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 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 GOODLETTSVILLE

Tim Ellis, City Manager

SECTION 00301

BID FORM

Mansker Creek Bank Stabilization Repair

FOR: City of Goodlettsville
September 1, 2016, 2:00pm

We, the undersigned Bidder, in compliance with your Advertisement for Bids for the *Mansker Creek Bank Stabilization Emergency Repair*, 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 within the time set forth therein. We agree to accept therefore as complete payment, the estimated Lump Sum.

BID

| ESTIMATED QUANTITIES | | | | |
|----------------------|---|-----|-------|------------|
| | DESCRIPTION | QTY | UNITS | UNIT PRICE |
| (1) | Stabilized construction access | 100 | LF | |
| (2) | High Visibility Fence | 200 | LF | |
| (3) | Straw wattles | 100 | LF | |
| (4) | Coffer dam for Mansker Creek work in the water | 75 | LF | |
| (5) | Big flat rocks | 30 | EA | |
| (6) | Vegetation removal | 1 | LS | |
| (7) | Bank excavation and preparation for stabilization | 1 | LS | |
| (8) | Upper bank stabilization | 700 | SF | |
| | | | | |
| | | | | |
| (9) | Contingency (20% of bid) | - | - | |
| | | | | |

TOTAL BID AMOUNT

\$ _____

BID NOTES

- (1) Grass Protecta or equivalent. If stone is used, exit must be completely removed after construction is complete and the area restored to its original vegetated condition.
- (2) Install as directed by the engineer around construction area.
- (3) To be installed as directed by the engineer along contour to intercept sediment-laden runoff
- (4) The cofferdam consists of a non-woven geotextile placed under and behind the first row of big flat rocks as indicated on the drawings and maintenance of the cofferdam during construction including removal and disposal of accumulated sediment, if necessary. The cost of materials and labor for installing the big flat rocks should be included in the Big Flat Rock line item.
- (5) Quantity based on approximate size of 5 ft long x 3 ft wide x 2 ft high, with 2 stacked layers starting on the channel bottom
- (6) Trees may be removed and placed near project area for pick up by the Public Works Department for disposal.
- (7) Includes all labor, materials, and transportation to prepare bank for stabilization including removal of material to be disposed of.
- (8) Includes all labor and materials required to install bank stabilization measures depicted in two page detail above the toe protection.
- (9) Contingency to be used as directed by the engineer in agreement with the Owner

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 Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" and to complete the Project fully within 14 work days. The Contractor will be allowed one (1) additional day for each day of inclement weather. Allowable working days are defined as Monday through Friday 7:00 a.m. to 4:00 p.m. The Bidder further agrees to pay, as liquidated damages, the sum of \$200.00 for each consecutive calendar working day that expires after the time specified for completion until the Project is fully complete.

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 # _____

Name of Contractor

Expiration date of same _____

By _____

Title _____

Address _____

Telephone _____

SECTION 00410

BID BOND
(10% of Bid)

BOND NO. _____

1. KNOW ALL MEN BY THESE PRESENTS, that we the undersigned _____

as Principal, and _____ as Surety, are

hereby held and firmly bound unto City of Goodlettsville as Owner in the panel sum of

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed this _____ day of _____ 20 ____.

The Condition of the above obligation is such that whereas the Principal has submitted to

_____ a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing,

for the *Mansker Creek Bank Stabilization*

2. NOW, THEREFORE,

- a. If said Bid shall be rejected, or in the alternate.
- b. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereby (properly completed in accordance with said Bid) and shall furnish a bond for this faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

This obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the date and year first set forth above.

Principal L.S.

Surety

BY _____

IMPORTANT – Surety companies executing Bonds must appear on the Treasure Department’s most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SECTION 00500

AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year TWO THOUSAND and SIXTEEN (2016) and _____ by and between

_____ hereinafter called the Contractor, and _____ City of Goodlettsville, 105 S. Main Street, Goodlettsville, Tennessee 37072 _____ hereinafter called the Owner.

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

ARTICLE 1. 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:

Mansker Creek Bank Stabilization

Prepared by _____ Civil & Environmental Consultants, Inc., 325 Seaboard Lane, Suite 170, Franklin, Tennessee 37067 _____

acting as and in these Contract Documents entitled the Engineer and shall do everything required by this Agreement, the General Conditions of the Contractor, the Specifications and the Drawings.

ARTICLE 2. Time of Completion – The work to be performed under this Contract shall be commenced _____

_____ and shall be completed _____

(Here insert stipulation as to liquidated damages, if any)

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

ARTICLE 3. 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 as follows:

Where the quantities contemplated are so changed that application of the agreed Lump Sum Amount 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 4. 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-five (95%) 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 Engineer, less the aggregate of previous payments.

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

ARTICLE 5. Acceptance and Final Payment – Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer 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 Engineer 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, and the Engineer so certifies, the Owner shall, upon certificate of the Engineer, 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 6. 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.

Mansker Creek Bank Stabilization

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

OWNER

City of Goodlettsville

BY _____

Title _____

CONTRACTOR

BY _____

Title _____

SECTION 00510

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: Mansker Creek Bank Stabilization

1. The Owner has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS dated _____, 20 __, and Information for Bidders.
2. You are hereby notified that your BID has been accepted for items in the amount of \$ _____.
4. You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within three (3) calendar days from the date of this Notice to you.
5. If you fail to execute said Agreement and to furnish said bonds within three (3) days from the date of the Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID Bond. The OWNER will be entitled to such other rights as may be granted by law.
6. You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20 _____.

City of Goodlettsville
Owner

BY _____
Tim Ellis

Title City Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged:

by _____

this date _____ day of _____, 20 _____.

BY: _____

Signature: _____

Title: _____

SECTION 00550

NOTICE TO PROCEED

TO: _____

Date: _____

Project: **Mansker Creek Bank Stabilization**

1. You are hereby notified to commence work in accordance with the Agreement dated _____, 20 __, on or before _____, 20 __, and you are to complete the WORK within 21 working days thereafter. Allowable working days are defined as Monday through Friday 7:00 a.m. to 4:00 p.m.

The date of completion of WORK is therefore _____, 20 __.

City of Goodlettsville
Owner

BY _____
Tim Ellis

Title City Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____, this the _____ day

of _____, 20 __

BY: _____

Signature: _____

Title: _____

SECTION 00610

PERFORMANCE BOND

BOND NO. _____

1. KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, herein after call Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

City of Goodlettsville
(Name of Owner)

105 S. Main Street, Goodlettsville, TN 37072
(Address of Owner)

hereinafter called Owner, in the penal sum of (\$ _____)
in lawful money of the United States, for the payment of which sum well and truly to be
made, we bind ourselves, successors, and assigns; jointly and severally, firmly by these
presents.

2. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the Owner, dated the _____ day of _____, 20 _____,
a copy of which is hereto attached and made a part hereof for the construction of: **Mansker
Creek Bank Stabilization.**

3. NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said contract during the original
term thereof, and any extensions thereof which may be granted by the Owner, with or without
notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims
and demands incurred under such contract, and shall fully indemnify and save harmless the
Owner from all costs and damages which it may suffer by reason of failure to do so, and shall

reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

4. PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alternation or addition to the terms of the Contract or the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the contract or to the work or to the specifications.
5. PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
6. IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be an original, this the _____ day of _____, 20 _____.

ATTEST:

Principal

(Principal) Secretary

BY _____(s)

(SEAL)

(Witness as to Principal)

(Address)

(Address)

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

(Address)

(Address)

7. NOTE: Date of Bond must not be prior to date of Contract.
 If Contractor is Partnership, all partners shall execute bond.

SECTION 00620

LABOR AND MATERIAL PAYMENT BOND

BOND NO. _____

1. KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, herein after call Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

City of Goodlettsville
(Name of Owner)

105 S. Main Street, Goodlettsville, Tennessee 37072
(Address of Owner)

hereinafter called Owner, in the penal sum of _____
_____ Dollars, (\$ _____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns; jointly and severally, firmly by these presents.

2. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20 _____, a copy of which is hereto attached and made a part hereof for the construction of: **Mansker Creek Bank Stabilization.**

3. NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and nay authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor,

performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

- 4. PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alternation or addition to the terms of the Contract or the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the contract or to the work or to the specifications.
- 5. PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
- 6. IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be an original, this the _____ day of _____, 20 _____.

ATTEST:

Principal

(Principal) Secretary

BY _____ (s)

(Address)

(SEAL)

Witness as to Principal

(Address)

Surety

BY _____
Attorney-in-Fact

ATTEST:

(Surety) Secretary

(SEAL)

as to Surety

Witness

(Address)

- 7. NOTE: Date of Bond must not be prior to date of Contract.
 If Contractor is Partnership, all partners shall execute bond.

- 8. IMPORTANT: Surety companies executing bonds must appear on the Treasury
 Department's most current list (Circular 570 as amended) and be authorized
 to transact business in the State where the project is located.

SECTION 00941
CHANGE ORDER

Order No. _____

Date: _____

Agreement Date: _____

NAME OF PROJECT: *Mansker Creek Bank Stabilization*

OWNER: _____ City of Goodlettsville

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 Goodlettsville 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: _____

Recommended

BY: Civil & Environmental Consultants, Inc. BY: _____ Date: _____

Approved

BY: City of Goodlettsville BY: _____ Date: _____

CONTRACTOR CERTIFICATION

Date: _____

To: _____

Contractor

Project Description: Mansker Creek Bank Stabilization

The City of Goodlettsville 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 Goodlettsville 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 GOODLETTSVILLE

By: _____

Tim Ellis, City Manager

Date: _____

_____ (Contractor) certifies that is 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: _____

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF Tennessee

COUNTY OF Davidson

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 Goodlettsville 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: _____

CERTIFICATE OF OWNER’S ATTORNEY

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

I have examined the foregoing Contract 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 representatives; 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 the terms, conditions, and provisions thereof.

Attorney

Date: _____