

SPECIFICATIONS

For

Bluebird Drive and Wren Road Culverts Replacement Project

CITY OF GOODLETTSVILLE, TENNESSEE



May 1, 2019

**CEC Project Nos. 181-320 (Bluebird Drive)
181-321 (Wren Road)**



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) Permits
- 3) Culvert Replacement Bluebird Drive Plans
- 4) Culvert Replacement Wren Road Plans
- 5) TDOT Standard Drawings

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 June 3, 2019, at which time they will be opened for the following:

**Bluebird Drive and Wren Road Culverts Replacement
By the Engineering Department, City of Goodlettsville**

Copies of the Engineering Plans and Specifications may be requested at the Goodlettsville Engineering Office, 117 Memorial Drive, Goodlettsville, TN 37072 or by calling Civil & Environmental Consultants (CEC) at 615-333-7797 beginning Wednesday, May 1, 2019 between 8:00 and 5:00 PM CDT. There is a \$100 non-refundable fee for the bid packet payable to Civil & Environmental Consultants, Inc.

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 *June 3, 2019*, at the *Goodlettsville City Hall, 105 South Main Street, Goodlettsville, TN 37072*, telephone 615-851-2200, for the *Bluebird Drive and Wren Road Culverts Replacement project*.

The project consists of all the work required for the construction of a 10'x6.5' concrete slab bridge on Bluebird Drive, the construction of a 8'x6.5' concrete slab bridge on Wren Road, including grading, drainage, paving, and all other specifications as shown on the plans or as specified by the Owner, including all labor, materials, equipment, and supervision. Questions from potential bidders must be sent in writing and received by the City by close of business on May 15, 2019.

It is expected that the Work for this project will commence no later than July 1, 2019. **The project must be fully completed within 50 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 similar concrete box culvert or concrete slab bridge replacement 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.
- Contractors (or each partner in a joint venture) shall meet the following requirements as it relates to their Experience Modification Rate (EMR) as calculated by the National Council on Compensation Insurance for the most recent three (3) years. The contractor shall have an average EMR of no more than 1.25 over the immediate past three (3) years.

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 June 3, 2019. Bids will subsequently be publicly opened and read aloud.

Copies of the Engineering Plans and Specifications may be requested at the Goodlettsville Engineering Office, 117 Memorial Drive, Goodlettsville, TN 37072 or by calling Civil & Environmental Consultants (CEC) at 615-333-7797 beginning Wednesday, May 1, 2019 between 8:00 and 5:00 PM CDT. There is a \$100 non-refundable fee for the bid packet payable to Civil & Environmental Consultants, Inc.

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

Bluebird Drive and Wren Road Culverts Replacement

FOR: City of Goodlettsville
June 3, 2019, 2:00pm

We, the undersigned Bidder, in compliance with your Advertisement for Bids for the *Bluebird Drive and Wren Road Culverts Replacement Project*, 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	UNITS	BLUEBIRD QTY	WREN QTY	TOTAL QTY	UNIT PRICE
	MOBILIZATION	LS	0.5	0.5	1	
	CONSTRUCTION STAKES, LINES AND GRADES	LS	0.5	0.5	1	
	DEMOLITION WORK	LS	0.5	0.5	1	
	ROAD & DRAINAGE EXCAVATION	CY	80	75	155	
(1)	12" SEDIMENT TUBE	LF	150	100	250	
(1)(2)	SEDIMENT FILTER BAG (15'X10')	LS	1	1	2	
(3)	TEMPORARY STREAM DIVERSION	LS	1	1	2	
(4)	ASPHALT PAVEMENT	SY	55	25	80	
	SAW CUTTING ASPHALT PAVEMENT	LF	67	48	115	
(5)	8'X6.5' REINFORCED CONCRETE SLAB BRIDGE	LF	-	40.5	41	
(5)	10'X6.5' REINFORCED CONCRETE SLAB BRIDGE	LF	39	-	39	
(6)	18" CONCRETE PIPE CULVERT (CLASS III)	LF	47	-	47	
	CATCHBASIN, TYPE 42, >4'-8' DEPTH	EACH	1	-	1	
	HEADWALLS	EACH	2	-	2	
(7)	GUARDRAIL	LF	104	90	194	
(8)	MACHINE RIPRAP (CLASS B)	TON	45	30	75	
(9)	TRAFFIC CONTROL	LS	0.5	0.5	1	
(10)	SEEDING WITH MULCH	LS	0.5	0.5	1	
BID ALTERNATES						
(11)(5)	8'X6.5' REINFORCED CONCRETE BOX BRIDGE	LF	-	40.5		
(12)(5)	10'X6.5' REINFORCED CONCRETE BOX BRIDGE	LF	39	-		
	Contingency (20% of bid)	-	-	-	-	

TOTAL BID AMOUNT \$ _____

TOTAL ALTERNATE BID AMOUNT \$ _____

BID NOTES

1. INCLUDES SEDIMENT REMOVAL.
2. INCLUDES ALL ITEMS NECESSARY FOR SEDIMENT FILTER BAG SYSTEM AS SHOWN ON EC-STR-2.
3. INCLUDES ALL ITEMS NECESSARY TO SEPARATE STREAM FLOW FROM WORK AREA DURING CONSTRUCTION.
4. INCLUDES ALL ITEMS NECESSARY TO PATCH THE ROADWAY PAVEMENT PER THE DETAIL 201 ON SHEET C800.
5. INCLUDES WINGWALLS AND BACKFILL.
6. INCLUDES BACKFILL.
7. INCLUDES ALL ITEMS NECESSARY FOR CONSTRUCTION OF GUARDRAIL.
8. TO BE USED AS DIRECTED AT CULVERT ENDS
9. INCLUDES ALL TIMES NECESSARY FOR TRAFFICE CONTROL AS SHOWN ON SHEETS C201 AND C202.
10. INCLUDES SEEDING AND MULCH OF ALL DISTURBED AREAS.
11. THIS ITEM IS AN ALTERNATE FOR THE REINFORCED CONCRETE SLAB BRIDGE AT WREN ROAD. IT WILL BE USED IF COMPENTENT BEDROCK IS NOT PRESENT FOR THE FOOTERS.
12. THIS ITEM IS AN ALTERNATE FOR THE REINFORCED CONCRETE SLAB BRIDGE AT BLUEBIRD DRIVE. IT WILL BE USED IF COMPENTENT BEDROCK IS NOT PRESENT FOR THE FOOTERS.

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 50 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 ***Bluebird Drive and Wren Road Culverts Replacement Project.***

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

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 NINETEEN (2019) 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:

Bluebird Drive and Wren Road Culverts Replacement Project

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 _____

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 Contractor shall prepare a pay application for Bluebird Drive and a separate pay application for Wren Road. 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.

Culvert Replacement Bluebird Drive (11 Sheets)
Culvert Replacement Wren Road (11 Sheets)

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

OWNER

CONTRACTOR

City of Goodlettsville

BY _____

BY _____

Title _____

Title _____

SECTION 00510

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: **Bluebird Drive and Wren Road Culverts Replacement Project**

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: **Bluebird Drive and Wren Road Culverts Replacement Project**

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 50 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: **Bluebird
Drive and Wren Road Culverts Replacement Project.**

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: **Bluebird Drive and Wren Road Culverts Replacement Project.**

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: **Bluebird Drive and Wren Road Culverts Replacement Project**

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: Bluebird Drive and Wren Road Culverts Replacement Project

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: _____

**CITY OF GOODLETTSVILLE
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”).¹

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.

¹ The State published its list which can be found on the Department of General Services’ web page here: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>

BIDDER'S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

Tenn. Code Ann. § 12-12-101 et seq.

Comes _____, for and on behalf of
(Printed name of Principal Officer of Company)

_____, (the "Company") and, after
being duly authorized by the Company so to do, makes oath that:

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 the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

Signature: _____

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: _____