



CITY OF BELLE MEADE

FALL 2017 BELLE MEADE BOULEVARD MEDIAN LANDSCAPE IMPROVEMENTS

BID SPECIFICATIONS

ADVERTISEMENT FOR BIDS

CITY OF BELLE MEADE
4705 Harding Road
Nashville, Tennessee

October 2017

The City of Belle Meade will receive sealed bids for the Belle Meade Boulevard Median Landscape Improvements Project. Sealed bids will be accepted, subject to the conditions contained herein, at Belle Meade City Hall, 4705 Harding Road, Nashville, Tennessee 37205, OR online until 1:00 p.m. CST on Thursday, NOVEMBER 9, 2017 at which time and place all bids will be publicly opened and read aloud. The City of Belle Meade reserves the right to reject any and all Bids and waive any formality or technicality in any Bid in the interest of the City.

The work consists of furnishing all labor and materials for the removal and installation of trees in the medians on Belle Meade Boulevard, as designated in the specifications contained in this packet.

Bid specification documents are on file and available for pick-up at the office of the City Manager, Belle Meade City Hall, 4705 Harding Road, Nashville, Tennessee 37205, phone (615) 297-6041 or online at www.citybellemeade.org/finance/. For questions regarding online bid access and submittal, please contact Aspen Collins, Finance Director, at 615-297-6041 or email acollins@citybellemeade.org.

The City reserves the right to require the approved Bidder to file an acceptable Performance Bond within ten (10) days after award of the Contract. *(The City reserves the right to choose to accept a letter of credit from the Bidder's financial institution in lieu of a Performance Bond, or waive the Bond requirements altogether.)*

The City may elect to hold bids for a period not to exceed thirty (30) days from the date of the Bid Opening for the purpose of reviewing the Bids and investigating the qualifications of the Bidders prior to awarding the Contract.

INSTRUCTIONS TO BIDDERS

October 2017

1. DEFINED TERMS:

The term "Successful Bidder" means the most qualified, responsible Bidder to whom the City of Belle Meade (based on evaluation as hereinafter provided) makes an award. The term "Owner" refers to the City of Belle Meade.

2. COPIES OF BIDDING DOCUMENTS:

Documents, including plans and specifications, are available at Belle Meade City Hall OR online from the City's website, www.citybellemeade.org/finance/ as stated in the Advertisement for Bids. Complete sets of Documents must be used in preparing Bids. The Owner does not assume any responsibility for misinterpretations or errors resulting from the use of incomplete sets of Documents.

3. QUALIFICATIONS OF BIDDERS:

In addition to any items listed elsewhere in these Documents, **each Bid packet must contain the following:**

- ❖ **Certificate of Insurance**, naming the Owner as an additional insured, for \$1,000,000 (one million dollars) per occurrence each in general liability and automobile liability.
- ❖ **Proof of Workmen's Compensation coverage** in compliance with the laws of the State of Tennessee
- ❖ **Proof of licensure to do business** (Contractors or Sub-Contractors License).
- ❖ **Qualification Statement.** (see #6, next page)
- ❖ **Drug-free Workplace Affidavit** – (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.) 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.
- ❖ **Iran Divestment Act Certification** must be completed as per TCA Title 12, Chapter 12.

4. EXAMINATION OF BID DOCUMENTS AND SITE:

Before submitting a Bid, each Bidder shall examine the Bid Specification Documents thoroughly and shall visit the site(s) of the proposed work to familiarize themselves with the conditions and difficulties attending the performance of the Contract. By signing the bid, the Bidder certifies that he has investigated the site conditions of the Project, fully satisfied himself with the federal, state, and local laws, ordinances, rules and regulations that may in any manner affect the costs, progress or performance of the work. 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. No additional compensation or relief from any obligations of the Contract will be granted because of lack of knowledge of the site(s) or the conditions under which the work will be accomplished.

5. INSURANCE:

The Contractor shall furnish a Certificate of Insurance indicating sufficient coverage, a minimum amount of \$1,000,000 per occurrence, each for general liability and automobile, 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 will be in the name of insurance companies with a Best Rating of not less than B+.

6. QUALIFICATION STATEMENT:

To demonstrate qualifications to perform the work, a Qualification Statement that includes the following information must accompany each Bid:

- A list of four (4) comparable jobs completed in the last six years. List references with phone numbers.
- List of employees who will work this Project.
- List of equipment or source for leasing.
- List of any and all Subcontractors.
- Verification that the Project Manager who will oversee this work possesses the background and experience required.

7. QUESTIONS:

All questions on the bid specifications should be directed to Larry Smith, Public Works Director, at 615-485-8445 or email to lsmith@citybellemeade.org. All questions regarding online bid access or submittal should be directed to Aspen Collins, Finance Director, at 615-297-6041 or email to acollins@citybellemeade.org.

8. CONTRACT TIME:

This Contract shall extend for no more than sixty days after commencement, unless circumstances render an extension to that time and the Owner approves extension period.

9. BID FORM:

The Bid Form is included in these Documents; additional copies are available from the City of Belle Meade or on the City website, www.citybellemeade.org/finance/. Bid Forms must be completed in ink or be typewritten. The prices for work and the names and addresses of the Bidders shall be clear and legible. Signatures shall be in the space provided with the name printed or typed below.

10. SUBMISSION OF BIDS:

Bids will be accepted online OR at Belle Meade City Hall, 4705 Harding Road, Nashville, TN until 1:00 p.m. CST on Thursday, November 9, 2017.

Paper Bids must be in an opaque, sealed envelope containing the following information on the outside; otherwise, the bid will not be opened:

- **Name of Project: Belle Meade Blvd. Median Landscape Improvements - 2013**
- **Name of Bidder, contractor's license number and date of expiration.**
- **Time and date of bid opening.**

All Bids received prior to the time of the Bid Opening will be secured at city hall and online until that time. No Bids will be accepted after 1:00 p.m. CST on November 9, 2017.

11. OPENING OF BIDS:

Bids will be opened publicly and read aloud. A Bid Tabulation will be made available to Bidders. All Bids shall remain open for thirty (30) days after Opening, but the Owner may release any Bid prior to that date.

12. AWARD OF CONTRACT:

The Owner reserves the right to accept any part, or all of any bid, and to reject any and all or parts of any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, or conditional Bids. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13. EXECUTION OF CONTRACT AND DELIVERY OF BONDS:

The successful Bidder shall, within seven (7) days after notice that his/her proposal has been accepted, enter into a contract and, if requested, deliver to the Owner an acceptable Performance Bond issued by an approved surety company satisfactory to the Owner. The Owner may, in lieu of a Performance Bond, choose to accept a letter of credit from the Bidder's financial institution or may waive the Bond requirement altogether.

14. TERMS OF PAYMENT:

Upon submittal of an invoice, and after inspection and approval of work by the Owner, payment will be made within 10 working days.

CITY OF BELLE MEADE
Belle Meade Blvd. Median Landscape Improvements – Fall 2017

BID FORM

Pursuant to, and in compliance with the advertisement for bids dated October 26, 2017, and Instructions to Bidders and other documents related thereto, the undersigned, having familiarized themselves with the existing conditions of the sites and the conditions under which the work is to be done, hereby proposes to furnish all labor, materials, equipment, and services to perform all specified work for the above named project in strict accordance with the price(s) set forth on the accompanying bid form sheet attached hereto. It is hereby agreed that if this bid is accepted, all work called for shall be performed under the supervision of the bidder and by bidder's own employees or persons or subcontractors approved in advance by the City of Belle Meade.

If written notice of acceptance of this bid is mailed, faxed, or delivered to the undersigned within five (5) days after the opening of bids, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the form specified

CONTRACTOR NAME: _____

ADDRESS: _____

PHONE / EMAIL CONTACT: _____

SUBMITTED BY: (print) _____

LUMP SUM BID PRICE

(in words) _____

\$ _____

NOTE: INCLUDE WITH BID

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 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: _____



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

Date: _____

NOTE: INCLUDE WITH BID

Contractor Name _____

Address _____

City, State _____

Contract Name/description: _____

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

July 15, 2016

NOTICE

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

For these purposes, the State intends to use the attached list of “Entities Ineligible to Contract with the State of South Carolina or any Political Subdivision of the State per the Iran Divestment Act of 2014, S.C. Code Ann. §§ 11-57-10, et. seq.”

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

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

List Date: July 7, 2017

1. AbadanPetrochemicalCo.
2. AbanOffshoreLtd.
3. AntonOilfieldServicesGroup
4. Arak Petrochemical
5. Arvandan Oil & Gas
6. Behran Oil Co.
7. BharatPetroleum Corporation Ltd.
8. China International United Petroleum & Chemical So., Ltd. (Unipet)
9. China National Offshore Oil Corp
10. China National Petroleum Corp (CNPC)
11. China National United Oil Corp.
12. China Petroleum & Chemical Corp.
13. CosmoEnergyHoldingsCo.Limited
14. Daelim Industrial
15. Daewoo Engineering & Construction
16. Enel Spa
17. Eni Spa
18. EsfahanOilRefiningCo.
19. Essar Oil Ltd.
20. FanavaranPetrochemicalCo.
21. FarabiPetrochemicalCo.
22. FormosaPetrochemicalCorp.
23. Gazprom OAO
24. Gubre Fabrikalari T.A.S.
25. HellenicPetroleum S.A.
26. Hindustan Petroleum Corp Ltd.
27. Hyundai Heavy Industries.
28. Idemitsu Kosan Co. Ltd.
29. Indian Oil Corporation Ltd.
30. Inpex Corporation
31. Japan Drilling Co., Ltd.
32. Japan Petroleum Exploration Co., Ltd.
33. JXTG Holdings, Inc.
34. Khark Petrochemical.
35. Koc Holding A.S.
36. Korea Gas Corp.
37. Linde AG.
38. Maire Tecnimont S.p.A.
39. Mangalore Refinery & Petrochemicals Ltd.
40. Marubeni Corporation
41. Mitsubishi Materials Corp.
42. Mitsui & Co. Ltd.
43. Naftiran Intratrade Company
44. National Iranian Oil Co.
45. National Iranian South Oil Co.

46. National Iranian Tanker Co.
47. National Shipping Co. of Saudi Arabia
48. North Drilling
49. Oil & Natural Gas Corporation Ltd.
50. Oil India Ltd.
51. Oil Industry Investment Co.
52. ONGC Videsh Ltd. (OVL)
53. Pardis Petrochemical Co.
54. Pars Oil Co.
55. Parsian Oil and Gas Development Co.
56. Petrochemical Industries Investment Co.
57. Petrochemical Transport Co.
58. PetroChina Co. Ltd.
59. PJSC Lukoil
60. Polskie Gornictwo Naftowe i Gazownictwo SA
61. Royal Dutch Shell Plc.
62. Sadid Pipe & Equipments Co.
63. Saras Raffinerie Sarde SPA
64. Sepehr Energy
65. Shiraz Petrochemical Co.
66. Showa Shell Sekiyu K K
67. Sinopec Group.
68. Sk Holdings Co. Ltd.
69. SK Innovation
70. Tabriz Oil Refining Company
71. Total S.A.
72. Toyo Engineering Corporation
73. Turkiye Petrol Rafinerileri AS
74. Zhuh
75. Ai Zhenrong Company

CITY OF BELLE MEADE
SPECIFICATIONS
Belle Meade Blvd. Median Landscape Improvements – Fall 2017

SCOPE OF WORK

The scope of work shall consist of furnishing all labor and materials for the removal and installation of twenty-seven (27) various trees in the medians on Belle Meade Boulevard, as designated in the specifications contained in this document. Removal shall include grinding the stump. Installation shall include mulching the planting area around the tree with 3-4 inches of wood or bark chips. The mulch must be kept away from the trunk of the tree. All medians on the Boulevard are numbered in white paint on the northbound and southbound curbed ends, beginning with median #1 at Harding Pike and Belle Meade Boulevard.

Tree species to be planted are listed in this specifications document. All trees sizes shall be a minimum three-inch (3") caliper and minimum 8 – 10 feet in height. Trees of the highest grade should be purchased from a recognized nursery or grower.

All trees of a similar species are to be matched in size and uniformity.

Contractor shall warranty all plantings for a period of one year after date of final acceptance by Owner. Warranty shall include all defects, including death or unsatisfactory growth; except for defects resulting from lack of adequate maintenance, neglect, or abuse by owner, or abnormal weather conditions unusual for warranty period.

Contractor is responsible for maintenance of plants until time of final acceptance.

Seed all areas disturbed by construction and not designated as ground cover or sod areas. Reconstruct damaged lawn.

Provide trees in the quantity, size, and genus species and variety indicated in the specifications and complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock". Provide healthy, vigorous stock, grown in a recognized nursery in accordance with good horticultural practice and free of disease, insects, eggs, larvae and defects such as knots, sun-scald, injuries, abrasions, or disfigurement. Height and width indicated are minimum sizes.

Do not make substitutions. If specified material is not obtainable, submit proof of non-availability from a minimum of six (6) suppliers to Owner, along with a proposal for use of an equivalent material prior to final bid date.

The quantities indicated on the Planting List are provided for the convenience of the Contractor. The Contractor shall be responsible for his/her own quantity calculation and the liability that pertains to those quotations. Any discrepancy shall be called to the attention of the Owner immediately.

Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery, and while stored at the site.

Deliver trees after preparations for planting has been completed and plant immediately. If

planting is delayed more than six (6) hours after delivery, set trees in shade, protect from weather and mechanical damage. Keep roots moist by covering with mulch, burlap, or other acceptable means of retaining moisture.

Care shall be taken to protect all existing trees to remain in the medians.

Determine location of underground utilities and irrigation system. Perform work in a manner that will avoid possible damage. Hand excavate as required. Contractor is responsible for damage to any existing utilities and site features. Repairs shall be made at the expense of the Contractor in accordance with local codes.

Scarify tree pits before planting. Verify that all tree pits adequately drain before planting trees.

If rock is encountered, Contractor is to remove rock and provide drainage away from tree pit.

Top of root ball should match previous growing conditions. Remove top 1/3 portion of burlap around root ball. Fill pit with plant soil mixture consisting of 1 part peat, 1 part sand, and 1 part top soil.

Begin maintenance immediately after planting. Maintain trees by pruning, watering, cultivating and weeding as required for healthy growth. Restore planting saucers. Reset trees to proper grades or vertical position as required. Spray as required to keep trees free of insects and disease.

Submit typewritten instructions recommending procedures to be established by Owner for maintenance of landscape work for one full year; submit prior to expiration of required maintenance period.

Where inspected work does not comply with requirements, replace rejected work and continue specified maintenance until re-inspected by Owner and found to be acceptable. Remove rejected trees promptly from the job site.

Contractor shall replace any plant materials that are more than 25% dead or in any unhealthy condition at the end of the warranty period.

CITY OF BELLE MEADE
BELLE MEADE BOULEVARD MEDIAN LANDSCAPE IMPROVEMENTS – FALL 2017

REMOVE / REPLANT LIST FOR BID SPECIFICATIONS

<u>Median #</u>	<u>Description / Conditions</u>
7	Remove nine (9) marked Crabapple trees; grind stumps. Replace with nine (9) Yoshino Flowering Cherry (<i>Prunus yedoensis</i>).
9	Remove one (1) marked Redbud, grind stump. Replace with one (1) Forest Pansy Redbud (<i>Cercis canadensis</i> 'Forest Pansy').
11	Remove three (3) marked crabapples; grind stumps. Replace with three (3) Yoshino Flowering Cherry (<i>Prunus yedoensis</i>).
14	Remove one (1) Crabapple tree, grind stump. Replace with one (1) Kousa Dogwood (<i>Cornus kousa</i>).
16	Remove one (1) Golden Rain tree, grind stump. Replace with one (1) Yoshino Flowering Cherry (<i>Prunus yedoensis</i>).
25	Remove two (2) Golden Rain trees, grind stumps. Replace with two (2) Yoshino Flowering Cherry (<i>Prunus yedoensis</i>).
29	Remove one (1) Golden Rain tree, grind stump. Replace with one (1) Yoshino Flowering Cherry (<i>Prunus yedoensis</i>).
31	Remove three (3) Golden Rain trees, grind stumps. Replace with three (3) Yoshino Flowering Cherry (<i>Prunus yedoensis</i>).
32	Remove six (6) Golden Rain trees, grind stumps. Replace with six (6) Yoshino Flowering Cherry (<i>Prunus yedoensis</i>).