

# **Debris Removal Specifications**

## **For The Procurement of the Services of An Amphibious Excavator and Hydraulic Excavator**

April 2024

**Sponsor:**

**West Tennessee River Basin Authority**

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**Bid Information**

This contract consists of procuring the services of an Amphibious Excavator and Hydraulic Excavator, to be employed in debris removal activities within the drainage areas of the Hatchie, Obion, Forked Deer and Loosahatchie Rivers and the creeks and rivers that flow into the Tennessee River from the west. The work shall be carried out in conformance with the “*Stream Obstruction Removal Guidelines*” under which the West Tennessee River Basin Authority (WTRBA) must operate. The points of contact for this project shall be Kris Gordon or Crystal McCaslin at the offices of the West Tennessee River Basin Authority Offices in Humboldt, Tennessee, (731) 784-8173.

Estimated quantities are as follows:

<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>
Amphibious Excavator Hourly Rate	2100	Hours
Hydraulic Excavator and Operator Hourly Rate	1000	Hours
Site-To-Site Mobilization Rate (Fixed)	20	Each
Site-To-Site Mobilization Rate (Mileage)	800	Miles

## **General Specifications**

### **1. Explanation**

The Specifications are divided into General Specifications and Detail Specifications. The General Specifications pertain, for the most part, to the relations between the Contractor and the State. The Detail Specifications describe each class of construction work, define and classify materials involved in the work, and explain the manner in which each class of work shall be done and how it will be measured and paid for.

### **2. Definitions**

Whenever the words herein defined or pronouns used in their stead occur in the Contract and Specifications, they shall have the meaning here given. The word "State" shall mean Central Procurement Office as related to bid and award and the **West Tennessee River Basin Authority (WTRBA)** as related to work performance and payment. The word "Commissioner" shall mean either the Commissioner of General Services or the Executive Director of the West Tennessee River Basin Authority or their properly authorized agents acting severally within the scope of the particular duties entrusted to them as described under the above definition of "State". The word "Engineer" shall mean West Tennessee River Basin Authority or its authorized representative.

The word "Contractor" shall mean the person, partnership or corporation entering into a contract for the performance of work or the agent appointed to act for the Contractor in the performance of the work.

The word "Surety" or "Sureties" shall mean the corporation or corporations which have executed a Surety Bond for the Contractor, and whose signatures are affixed to the Bond.

The words "Directed," "Required," "Ordered," "Instructed," "Considered Necessary," or words of like import, shall mean that the direction, requirement, order, instruction, etc., of the Engineer is intended; similarly, the words "Approved," "Acceptable," "Satisfactory," or words of like import, shall mean approved or acceptable or satisfactory to the Engineer.

Whenever the figures are given in the Specifications after the word "Elevation" or where figures representing elevations are given, they shall mean distance in feet above the U. S. Geological Survey Sea Level Datum or a locally established job site datum, if so noted on the plans.

### **3. Examinations and Investigations**

The offering of a bid by the Contractor for the work under this Contract shall constitute a good and sufficient declaration on the part of the Contractor that he has examined, to his complete satisfaction, the site of the work and adjacent premises, and the various means of approach to the work, and has made all necessary investigations in order to inform himself thoroughly as to the character and magnitude of all work involved in the complete execution of the Contract, and also of the facilities for delivering and handling materials, and that he has familiarized himself with all local conditions and other circumstances that may be encountered in the performance of the work. The offering of the bid shall be a waiver on the part of the Contractor of all claims for extra compensation as a result of his failure to make such examinations and investigations.

### **4. Completeness of Estimated Quantities**

See Terms and Conditions Section of the Contract Documents

### **5. Equipment**

The Contractor shall employ equipment of such size and character that a rate of progress can be maintained that will ensure the completion of the work within the time specified in the contract and that will ensure a satisfactory quality of work. The approval of the Engineer of the Contractor's equipment shall not relieve the Contractor of his obligation to maintain the required rate of progress, in the event the equipment proves to be inadequate.

The Contractor shall not sell or remove equipment or materials that have been installed and that may be necessary for the completion of the work without the written consent of the Engineer.

### **6. Modification of Equipment and Methods**

See Terms and Conditions Section of the Contract Documents

### **7. Direction of Work**

Prior to the start of construction, the Contractor shall call a pre-construction conference, including his Project Superintendent and his Foreman, the Engineer, the Soils Engineer, and others as the Engineer may direct. The purpose of this meeting is to review the requirements of

the Contract Documents to assure complete understanding of the specific responsibilities of each participant and his relationship with the others involved.

The Engineer shall have the right to direct the manner in which all work is to be conducted insofar as may be necessary to secure the proper progress and quality of the work, and all directions and instructions of the Engineer, or any of his inspectors or other agents shall be carried out by the Contractor. In order to ensure the proper completion of the Contract, the Engineer may, if necessary, determine the order of precedence in which any part of the work shall be commenced and carried on.

The Contractor agrees that notwithstanding the general supervisory control that may be exercised by the Engineer and State over the work to be done under the terms of this contract and the specifications, that his responsibilities and liabilities are those of an independent Contractor.

**8. Inspection of Work**

All work and material furnished shall be subject at all times to a thorough and minute inspection by the Engineer. The Contractor shall permit access at all times to every part of the work and to all points where materials to be used in the work are manufactured, procured, or stored.

**9. Lines and Grades**

See Terms and Conditions Section of the Contract Documents

**10. Determination of Quantities and Measurements**

The Engineer shall determine all quantities and amounts of work performed.

**11. Interpretation and Correction of Plans**

See Terms and Conditions Section of the Contract Documents

**12. Changes and Alterations**

The State reserves the right to make any alterations, eliminations, or additions that it may deem necessary in the work to be done, or any part thereof, and to make any variations on the quantity of work to be done, provided that any such alterations, eliminations, and additions shall not materially alter the general character of work as a whole.

If such changes diminish the quantity of work to be done, they shall not constitute a claim for damages for loss of anticipated profits on the work already done or material already furnished or used in the work. The State shall make payment to the Contractor for such work or materials at the unit price stipulated in the Contract. If by reason of changes the amount of work is increased, such increase shall be paid for according to the quantities actually done, and at the unit price established for such work under the contract.

### **13. Defective Work and Materials**

If the work should be damaged in any way, or if any defects not readily detected by inspection develop before the final acceptance of the whole work, unless hereinafter otherwise specified, the Contractor shall correct such damage or defect without additional compensation. If the Contractor shall fail to reconstruct any defective or damaged work after reasonable notice, the Engineer may cause such work to be reconstructed and the expense thereof shall be deducted from the amount to be paid to the Contractor.

If upon any work that is defective or damaged, the imperfection, in the opinion of the Engineer, is not sufficiently important to require reconstruction, the State shall have the right to make such deductions as the Engineer may determine to be just and reasonable, from the amounts due or to become due the Contractor instead of requiring the imperfect part to be reconstructed.

### **14. Time and Order of Completion**

Determination as to whether the required rate of progress is being maintained may be made at any time after the work has started, by comparing the value at the contract price of the amount of work done, with the value at the Contract price of the amount of work necessary to have been accomplished during such period in order to have maintained the prescribed rate of progress. In determining progress; the work shall be assumed to have begun at the date of the Purchase Order, and proper consideration shall be given to any extensions of time that may have been granted. Any failure to maintain the required rate of progress, after taking into consideration extensions of time that have been granted, shall be a breach of contract, just as would be a failure to complete the entire work within the specified time.

Completion time for each individual project and actual contract term may not coincide. Payment will be processed for each project individually as they are completed.



Contract term may be extended for final inspection and fiscal reasons without comment, but extension of contract term to alter completion times must be requested in writing to the **West Tennessee River Basin Authority** and a copy of this request signed by the director and forwarded to the state contract administrator.

Assessment of damages shall be the sole responsibility of the Engineer and the Director of the Authority.

**15. Extension of Time**

Delays due to causes beyond the control of the Contractor, other than those that, in the opinion of the Engineer, reasonably would be expected to occur in connection with the performance of the work, may entitle the Contractor, to an extension of time for completing the work sufficient to compensate for such delay. No extension of time shall be granted, however, unless the Contractor shall, within fifteen (15) days from the beginning of the delay, notify the Engineer in writing of such delay, and of the time of beginning and the cause of the same. After work is resumed, the Engineer will determine the extension of time, if any, that shall be allowed the Contractor, and his decision shall be binding and conclusive on both parties.

**16. Hindrances and Delays**

The Contractor shall bear all loss or damage for hindrances or delays, from any cause, during the progress of any part of the work under the Contract and also all loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen conditions encountered in connection with the work, or from any other cause whatever. No charge other than that included in the Contract price for the work shall be made by the Contractor against the State for such loss or damage.

**17. Payment Determinations**

During the progress of the work, and about once a month, the Engineer will make an estimate of the amount and value of the work done and materials incorporated into the work by the Contractor. The Engineer may, at his discretion, defer a current estimate until the value of the work done, and materials incorporated into the work since the preceding estimate is in excess of \$500.

As soon as practicable after a current estimate is made by the Engineer, the State shall pay the Contractor 100 percent of the value, at the unit price or prices stipulated in the Contract, of the work done and the materials incorporated into the work since the preceding estimate.

**18. Final Payment**

As soon as practicable after the work covered by the Contract has been completed in a manner satisfactory to the Engineer and the State, the Engineer will prepare a final determination showing the total amount of work done under the Contract and value thereof and the amount due the Contractor under such final determination. Final payment will be made at that time by the State. All prior estimates and payments shall be superseded by and shall be subject to correction in the final determination. Final payment will be held by the State until the Contractor furnishes the State with an affidavit as to payment of labor and material bills furnished and used on this Contract, and acceptance and approval of payment has been received by the State from the Bonding Company or Surety. Thereupon the State shall release the Contractor's bond and any contractual responsibilities attached thereto. Final acceptance of the work, and release of the contractor's bond, shall also be a release to the State from all claims against the State on account of this Contract.

**19. Defense of Suits and Claims**

See Terms and Conditions Section of the Contract Documents

**20. Labor and Material Claims and Liens**

See Terms and Conditions Section of the Contract Documents

**21. Patents**

See Terms and Conditions Section of the Contract Documents

**22. Assignment**

See Terms and Conditions Section of the Contract Documents

**23. Abandonment, Assignment, Delay or Violation of Contract**

See Terms and Conditions Section of the Contract Documents

**24. Completion of Work by the State**

See Terms and Conditions Section of The Contract Documents

**25. Reserved**

**26. Conduct of Work**

The work to be constructed under these Specifications consists for the most part of removing and realigning debris within the banks of the Obion, Hatchie, Loosahatchie, and Forked Deer River and their tributaries, as well as the creeks and rivers that flow from the west into the Tennessee River. It is desired that all work be carried on in such a manner as to interfere to as small a degree as possible with the existing drainage system, and in accordance with the enclosed "*Stream Obstruction Removal Guidelines*". The Contractor shall be required to carry on work in a manner to accomplish the desired end. The Contractor assumes full liability for any damage to persons, land, crops, or property caused by his failure to carry out the work as herein required.

**27. Contractor's Representative and Workman**

The Contractor shall designate to the Engineer a representative in each construction force to receive and carry out the Engineer's instructions and orders.

**28. Employer's Liability Insurance**

See Terms and Conditions Section of the Contract Documents.

## **Detail Specifications**

### **1 --- Description of Work**

The work provided for herein consists for the most part of removing and realigning debris within the banks of the Obion, Hatchie, Loosahatchie, and Forked Deer River and their tributaries, as well as the creeks and rivers that flow from the west into the Tennessee River. The Contractor shall be responsible for performing all other operations incidental thereto as provided for in the “*Stream Obstruction Removal Guidelines*”.

### **2 --- Quality Control**

The Contractor shall establish and maintain quality control for the work specified in this section to assure compliance with contract requirements and maintain records of his quality control for all construction. A copy of these records and tests, as well as the records of corrective action taken, shall be furnished to the Engineer.

### **3 --- Right-of-Way**

#### **3.1 General**

The lands, easements, and rights-of-way for work under the Contract will be provided without cost to the Contractor. However, the Contractor shall make his own arrangements with the appropriate owners or organizations for transporting his equipment across, over or under, highways, bridges, private property, and utility lines and shall provide at his own expense any additional rights-of-way or easements required to affect such crossings, including insurance requirements of owners.

#### **3.2 Utility Lines in Right-of-Way**

The Contractor shall make his own arrangements with the owners of utility lines if located within the right-of-way for re-routing or altering of power and communication lines as may be necessary to provide clearance for the construction of the work adjacent thereto. No separate payment, as such, will be made for the alternation of these utility lines and the costs in connection therewith will be considered as an incidental expense to the Contractor. The Contractor shall exercise special care in working in the vicinity of the utility lines to prevent damage thereto or injury to the Contractor's employees or others. Any damage to the utility lines or interruption of service occasioned by the Contractor's operations shall be repaired and the service restored promptly at his expense.

# Special Specifications

All the work covered under this Contract shall be performed as specified in the following standard specifications, unless ordered different by the Engineer.

Payment for all work covered under this Contract shall be made under four (4) bid items: “Site-To-Site Mobilization Fixed Rate”, “Site-To-Site Mobilization Mileage Rate”, “Amphibious Excavator Hourly Rate”, and “Hydraulic Excavator Hourly Rate.” Payment, at the contract unit price, for these items shall constitute full compensation for furnishing all materials and equipment and performing all labor for the performance of the work specified herein.

## **Site-To-Site Mobilization Fixed Rate**

Shall be paid to the Contractor at the contract unit rate per mobilization as compensation for fixed costs such as permits for mobilizing his equipment and forces, from a completed individual work site, to another proposed work site, designated by the WTRBA. If the WTRBA does not have a designated work site identified at the time the Contractor completes work at, the Contractor will be paid the Site to Site Fixed Rate to a mutually agreeable storage location until such time the WTRBA identifies another work site.

## **Site-To-Site Mobilization Mileage Rate**

Shall be paid to the Contractor at the contract unit rate per mile as compensation for mobilizing his equipment and forces from a completed individual work site to another proposed work site, designated by the WTRBA. If the WTRBA does not have a designated work site identified at the time the Contractor completes work, the Contractor will be paid the Site to Site Mobilization Mileage Rate to a mutually agreeable storage location until such time the WTRBA identifies another work site.

## **Amphibious Excavator Hourly Rate**

Shall be paid to the Contractor as compensation for the actual number of hours spent actively completing the work specified herein.

## **Hydraulic Excavator Hourly Rate**

Shall be paid to the Contractor as compensation for the actual number of hours spent actively completing the work specified herein.

The Contractor shall commence work within thirty (30) days of written Notice to Proceed, and shall continue to work at a reasonable rate of progress as determined by the “Engineer”. The Contractor shall keep detailed records of hours worked, along with starting and stopping time, “downtime” for maintenance or weather and the nature of such “downtime”, and the location of the amphibious excavator in relation to roads and tributaries at the end of each workday. Copies of these records shall be submitted along with requests for payment. Maintenance, fueling, repairs and lunch breaks are not considered normal production hours, and will not be paid as such.

## **A-Amphibious Excavator**

### **A-1 General**

The purpose of this Contract shall be to procure for the West Tennessee River Basin Authority (WTRBA), a division of the Tennessee Department of Environment and Conservation, the services of an amphibious excavator, the specifications for which are detailed hereunder, to operate within the Hatchie, Forked Deer, Loosahatchie, and Obion River systems of West Tennessee as well as the creeks and rivers that flow from the west into the Tennessee River, conducting debris removal activities, in such a manner as specified within the “*Stream Obstruction Removal Guidelines*” (copy attached) under which the West Tennessee River Basin Authority (WTRBA) must operate, and any applicable Federal or State Water Quality Regulations. Said provider shall perform operations for a stipulated hourly rate.

### **A - 2 Excavator Specifications**

#### **A - 2.1 Undercarriage/Pontoons**

- a. 100% Amphibious Undercarriage with carrying capacity in floating attitude capable of supporting a Caterpillar 312 C or Kobelco 160, or equal
- b. The assembled machine shall be capable of working in up to 5.0’ of water and float in an infinite water depth with 20 percent freeboard.

#### **A - 2.2 Fuel Tank**

- a. Environmentally friendly fuel system must be included. The fuel caps on the tanks cannot spill outside of tank during normal filling operations, climbing inclines, etc. During filling of the tanks, any overflow must be captured and returned to a fuel tank. This machine is to operate in lakes, rivers, marsh, and swamps; fuel spills of any size will not be allowed.

#### **A - 2.3 Speed**

- a. Land – 1.5 to 3.5 mph on hard level terrain. Water - to 1.0 mph

#### **A - 2.4 Gradeability**

- a. 60%

#### **A – 2.5 Upper Unit**

- a. The upper unit shall meet the requirements of the Cat 312C model or equal. See section A-2.1 a.
- b. Trackhoe arm will be equipped with either a Hydraulic or Rigid “Thumb”.

### **A-3 Transportation**

Contractor shall supply all transportation for delivery of equipment. Point of initial delivery shall be coordinated with Mr. Kristopher Gordon, Civil Engineering Mgr., WTRBA, at (731) 784-8173. Transportation from one project work site to another will be at the direction of the WTRBA.

### **A-4 Maintenance/Repairs**

The Contractor shall be responsible for all maintenance, repairs, and servicing of the amphibious excavator. The Contractor shall maintain all necessary operators and the work to be constructed under these Specifications consists for the most part of removing and realigning debris within the banks of the Obion, Hatchie, Loosahatchie, and Forked Deer Rivers and their tributaries, as well as the creeks and rivers that flow from the west into the Tennessee River. Maintenance, fueling, and repairs, are not considered normal production hours and will not be paid as such. The Contractor shall, during the term of the Contract, keep the aforementioned amphibious excavator in good condition and fit for use on this project.

### **A-5 Rental with Necessary Personnel**

It shall be understood that the Contractor, by offering a unit-price for bid item, "*Amphibious Excavator Hourly Rate*", shall be obligated to provide all equipment, support personnel, and any and all expertise as needed, during the course of the contract, to perform the contract work, as described previously herein.

### **A-6 Work Area**

The amphibious and hydraulic excavator with operator and all necessary support personnel may be required to work anywhere within the Obion, Forked-Deer, Loosahatchie, and Hatchie River systems as well as the creeks and rivers that flow from the west into the Tennessee River, within the state of Tennessee.

### **A-7 Contract Duration**

See Terms and Conditions Section of the Contract Documents

### **A-8 Unit prices**

See Terms and Conditions Section of the Contract Documents

### **A-9 Vendor Liability**

The Contractor shall assume all responsibility for the operation and risk associated with the execution of the project, as outlined in the specifications, or as directed by the WTRBA and/or its duly appointed agent(s).



## **A-10 Method of Payment**

Payment shall be made at the contract unit prices. Such payments will constitute full compensation for all labor, materials, equipment, including, operation, maintenance, fuel costs, all personnel costs, including per diem, mobilization, and all miscellaneous, and incidental costs necessary for the completion of the work specified.

## **A-11 High Water Conditions**

The WTRBA specifically advises potential contractors, that during the term of the contract, water depths in the working channel may well exceed the allowable working range for the excavator. **Downtime due to excessive water depths will not be paid for.**

## **B. Hydraulic Excavator Specifications**

### **B-1 General**

The purpose of this Contract shall be to procure for the West Tennessee River Basin Authority (WTRBA), a division of the Tennessee Department of Environment and Conservation, the services of a hydraulic excavator, the specifications for which are detailed hereunder, to operate within the Hatchie, Forked Deer, Loosahatchie, and Obion River systems of West Tennessee as well as the creeks and rivers that flow from the west into the Tennessee River, conducting debris removal activities, in such a manner as specified within the “*Stream Obstruction Removal Guidelines*” (copy attached) under which the West Tennessee River Basin Authority (WTRBA) must operate, and any applicable Federal or State Water Quality Regulations. Said provider shall perform operations for a stipulated hourly rate.

### **B-2 Excavator Specifications**

- a. Kobelco 210LC or John Deere 200 D LC, or equivalent
- b. The trackhoe bucket shall have a minimum of a 1-3/4 cubic yard bucket.
- c. The Contractor shall provide a skilled operator.

### **B-3 Transportation**

Contractor shall supply all transportation for delivery of equipment. Point of initial delivery shall be coordinated with Mr. Kris Gordon, Civil Engineering Mgr., WTRBA, at (731) 784-8173. Transportation from one project work site to another will be at the direction of the WTRBA.

### **B-4 Maintenance/Repairs**

The Contractor shall be responsible for all maintenance, repairs and servicing of the hydraulic excavator. The Contractor shall maintain all necessary operators and the work to be constructed under these Specifications consists, for the most part, of removing and realigning debris within the banks of the Obion, Hatchie, Loosahatchie, and Forked Deer Rivers and their tributaries, as well as the creeks and rivers that flow from the west into the Tennessee River. Maintenance, fueling, and repairs, are not considered normal production hours and will not be paid as such. The Contractor shall, during the term of the Contract, keep the aforementioned hydraulic excavator in good condition and fit for use on this project.

#### **B-5 Rental with Necessary Personnel**

It shall be understood that the Contractor, by offering a unit-price for bid item, “*Hydraulic Excavator hourly Rate*”, shall be obligated to provide all equipment, support personnel, and any and all expertise as needed, during the course of the Contract, to perform the contract work, as described previously herein.

#### **B-6 Work Area**

The hydraulic excavator with operator and all necessary support personnel may be required to work anywhere within the Obion, Forked-Deer, Loosahatchie, and Hatchie River systems as well as the creeks and rivers that flow from the west into the Tennessee River, within the state of Tennessee.

#### **B-7 Contract Duration**

See Terms and Conditions Section of the Contract Documents

#### **B-8 Unit prices**

See Terms and Conditions Section of the Contract Documents

#### **B-9 Vendor Liability**

The Contractor shall assume all responsibility for the operation and risk associated with the execution of the project, as outlined in the specifications, or as directed by the WTRBA and/or its duly appointed agent(s).

#### **B-10 Method of Payment**

Payment shall be made at the contract unit prices. Such payments will constitute full compensation for all labor, materials, equipment, including, operation, maintenance, fuel costs, all personnel costs, including per diem, mobilization, and all miscellaneous, and incidental costs necessary for the completion of the work specified.

## **B-11 High Water Conditions**

The WTRBA specifically advises potential contractors, that during the term of the contract, water depths in the working channel may well exceed the allowable working range for the excavators. **Downtime due to excessive water depths will not be paid for.**