

# **Specifications**

## **Services for Water Resource Maintenance on Running Reelfoot Bayou and Tributaries**

2026

**Sponsor:**

**West Tennessee River Basin Authority**

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## Bid Information

This Contract consists of procuring the services of Floodplain Bench Excavation, a Hydraulic Excavator, construction supervisor, skilled general laborers, construction survey, and incidental allowances to be employed in water resource construction activities including installation and maintenance of erosion control practices in West Tennessee. The work shall be carried out in conformance with permits, as necessary, issued to the West Tennessee River Basin Authority (WTRBA) for construction of water resource projects. The point of contact for this project shall be Mr. Kris Gordon with WTRBA in Humboldt, Tennessee, (731) 784-8173.

Estimated quantities are as follows:

Description	Estimated Quantity	Unit
Floodplain Bench Excavation	1	Each
Mobilization – Land Based	2	Each
Hydraulic Excavator and Operator Hourly Rate	300	Hours
Mobilization – Amphibious	2	Each
Amphibious Excavator and Crew Hourly Rate	1500	Hours
Tracked Skid Steer Loader	1000	Hours
Project Supervisor	2000	Hours
Skilled Laborer	600	Hours
Project Coordinator	2000	Hours
Rip Rap Protection	1500	Tons
Temporary Vegetative Stabilization	60	Acres
Permanent Warm Season Grasses	40	Acres
Landowner Impact Allowance	\$450,000	Allowance
Drainage Structure Allowance	\$500,000	Allowance
Third Party Service Allowance	\$500,000	Allowance

Materials Allowance	\$200,000	Allowance
Construction Contingency	\$500,000	Contingency

Copies of specifications and contract documents will be on file in the office of the **West Tennessee River Basin Authority**, at 3628 East End Drive, Humboldt, Tennessee 38343.

## **General Specifications**

### **1. Explanation**

The Specifications are divided into General Specifications and Detail Specifications. The General Specifications pertain 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.

### **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 Department of General Services as related to bid and award and the **West Tennessee River Basin Authority** as related to work performance and payment.

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 this Contract for the performance of work, or the agent appointed to act for the Contractor in the performance of the work.

Whenever figures are given in the Specifications following 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 nature of the work, 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. 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.

#### **5. 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, and others as the Engineer may direct. The purpose of this meeting is to review the requirements of the Contract, Permit and Construction 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.

#### **6. 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.

**7. Lines and Grades**

See the attachment labeled Floodplain Bench Construction Drawings.

**8. Determination of Quantities and Measurements**

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

**9. 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.

**10. 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.

## **11. 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 and actual contract term may not coincide. Contract Term is for fiscal and payment purposes only and does not alter stated time for completion.

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.

## **12. 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.

## **13. 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.

#### **14. 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.

#### **15. 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.

#### **16. Conduct of Work**

The work to be performed under these Specifications consists for the most part of maintenance activities for water resource infrastructure along the Running Reelfoot Bayou and tributaries in West Tennessee. This contract consists of procuring the services (including skilled operators) to of a large excavator, a low ground pressure dozer, a tractor with “pull” pan, , and laborers to be employed in construction activities including the installation and maintenance of vegetation, excavation of floodplain benches, drainage structures, and erosion control measures. The work shall be carried out in conformance with permits issued to the West Tennessee River Basin Authority (WTRBA) for construction of water resource projects. It is desired that all work be carried on in such a manner as to interfere to as small a degree as possible with any adjacent wetlands or other water resources. 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.

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

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

## **Detailed Specifications**

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

The work to be performed under these Specifications consists for the most part of conducting maintenance projects in the northwest region of West Tennessee along Running Reelfoot Bayou and tributaries. This contract consists of Floodplain Bench Excavation, Mobilization – Land Based, Hydraulic Excavator Hourly Rate, Mobilization – Amphibious, Amphibious Excavator Hourly Rate, Tracked Skid Steer Hourly Rate, Project Supervisor Hourly Rate, Skilled Laborer Hourly Rate, Project Coordinator Hourly Rate, Rip Rap Protection, Temporary Vegetation Stabilization, Permanent Warm Season Grasses, Landowner Impact Allowance, Drainage Structure Allowance, Third Party Service Allowance, Materials Allowance to be employed in water resource maintenance activities. The work shall be carried out in conformance with regulatory permits issued to the West Tennessee River Basin Authority (WTRBA) for construction of maintenance projects as needed. It is desired that all work be carried on in such a manner as to interfere to as small a degree as possible with adjacent wetlands and other natural resources. 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.

### **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 effect 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  
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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 otherwise ordered by the Engineer.

Payment for all work covered under this contract shall be made under seventeen (17) bid items: Floodplain Bench Excavation, Mobilization – Land Based, Hydraulic Excavator Hourly Rate, Mobilization – Amphibious, Amphibious Excavator Hourly Rate, Tracked Skid Steer Hourly Rate, Project Supervisor Hourly Rate, Skilled Laborer Hourly Rate, Project Coordinator Hourly Rate, Rip Rap Protection, Temporary Vegetation Stabilization, Permanent Warm Season Grasses, Landowner Impact Allowance, Drainage Structure Allowance, Third Party Service Allowance, Materials Allowance, and Construction Contingency. Payment, at the contract unit price, for these items shall constitute full compensation for furnishing all equipment (including operators) and performing all labor for the performance of the work specified herein.

### **Floodplain Bench Excavation**

Shall be paid to the contractor as compensation for excavation of the floodplain bench. This will be compensated based on a percentage of completion as agreed upon between the contractor and engineer.

### **Mobilization – Land Based**

Shall be paid to the contractor as compensation for mobilizing land based equipment to the site once per construction year as coordinated with the Engineer.

### **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.

### **Mobilization – Amphibious**

Shall be paid to the contractor as compensation for mobilizing amphibious equipment to the site once per construction year as coordinated with the Engineer.

**Amphibious 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.

**Tracked Skid Steer Hourly Rate**

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

**Project Supervisor**

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

**Skilled Laborer Hourly Rate**

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

**Project Coordinator**

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

**Rip Rap Protection**

Shall be paid to the contractor as compensation for the actual tons of material installed for the work specified herein.

**Temporary Vegetative Stabilization**

Shall be paid to the contractor as compensation for the actual number of acres established for the work specified herein.

**Permanent Warm Season Grasses**

Shall be paid to the Contractor as compensation for the actual number of acres established for the work specified herein.

**Landowner Impact Allowance**

Shall be paid to the Contractor as reimbursement for compensation to landowners for the actual acres of impacts beyond one hundred feet from the centerline of Running Reelfoot Bayou in areas where crop land is prevented from cultivation for the calendar year due to heavy equipment impacts.

**Drainage Structure Allowance**

Shall be paid to the contractor as compensation for structures required for temporary and permanent drainage management related to the work specified herein.

**Third Party Service Allowance**

Shall be paid to the contractor as compensation for third party services required for regulatory compliance, construction survey, as-built measurements, or any other incidental work not identified as an item and relating to the work specified herein.

**Materials Allowance**

Shall be paid to the contractor as compensation for incidental materials required for dewatering, erosion control, site access, incidental repairs, regulatory compliance, survey materials, or any other incidental material not identified as an individual item and relating to the work specified herein.

**Construction Contingency**

Shall be available to supplement above line items in the case of emergency or unforeseen field conditions that necessitate a line item increase. This will be made available at the sole discretion of the WTRBA.

The Contractor shall commence work within thirty (30) days of receiving a written Notice to Proceed from the State, 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 progress made in relation to Stations and Grade Stakes 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.

## **Item Detailed Specifications**

### **A- Stream Construction**

#### **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, a Hydraulic Excavator, and Laborers to be employed in stream restoration activities including installation and maintenance of erosion control measures. A skilled operator must be provided for each piece of equipment. The work shall be carried out in conformance with permits issued to the West Tennessee River Basin Authority (WTRBA) for construction of stream restoration projects. 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 adjacent wetlands and other natural resources. 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. Said provider shall perform operations for a stipulated hourly rate.

#### **A-2 Floodplain Bench Excavation**

Includes all necessary work associated with excavation of the floodplain bench from Tank Road to Gratio Road. This includes but is not limited to clearing and grubbing, topsoil stockpiling, excavation to lines and grades, hauling spoil, surveying, project supervision, temporary and permanent warm season grass stabilization. **NOT INCLUDED** are landowner coordination, landowner impacts, drainage structures, and supplemental work for drainage structure installation. These items are to be compensated by utilizing other line items.

#### **A-3 Mobilization – Land Based**

This line item shall cover the mobilization of all land based equipment listed in the contract to the site once per construction year. Staggered schedule of equipment needed or the need for additional mobilizations will not be paid for beyond the first payment. Every effort shall be made by the Contractor and Engineer to coordinate the project schedule to utilize the equipment as efficiently as possible.

#### **A-4 Hydraulic Excavator Specifications**

- Cat 320 or John Deere 210G, or equivalent machine.
- The trackhoe bucket must have a minimum of a 1-3/4 cubic yard bucket.
- The Contractor shall provide a skilled operator, fuel, and any required maintenance.

#### **A-5 Mobilization – Amphibious**

This line item shall cover the mobilization of all amphibious and support equipment to the site once per construction year. Staggered schedule of equipment needed or the need for additional mobilizations will not be paid for beyond the first payment. Every effort shall be made by the

Contractor and Engineer to coordinate the project schedule to utilize the equipment as efficiently as possible.

#### **A-6 Amphibious Hydraulic Excavator and Crew Specifications**

- Hydraulic excavator with horsepower and reach to manage trees and debris commonly encountered in river maintenance, or equivalent machine.
- The excavator bucket shall have a minimum of a 0.3 cubic yard bucket w/ thumb.
- The Contractor shall provide a skilled operator, skilled boat/chainsaw operator, fuel, and any required maintenance.

#### **A-7 Tracked Skid Steer Loader (Large Frame)**

- a. Tracked skid steer loader with 2,000lb+ operating capacity and minimum of 70 horsepower, or equivalent
- b. Include standard bucket and brush-and-root grapple attachment as part of base bid. Additional attachments may be leased in coordination with Engineer or included under an allowance item as applicable.
- c. The Contractor shall provide a skilled operator, fuel, and any required maintenance.

#### **A-8 Project Supervisor**

The Contractor shall provide, as required by the Engineer, a site supervisor to manage complex construction activities with two or more pieces of heavy equipment and/or multiple contracted services onsite at one time. This employee shall not also be counted as the operator of a piece of heavy equipment during the time they are performing duties of a construction supervisor.

#### **A-9 Skilled Laborer**

The Contractor shall provide laborers as necessary to install drainage materials, erosion control materials (including erosion control matting, straw wattles, and filter fabric), perform miscellaneous construction tasks, and to clear off brush in accordance with work. NOTE: The skilled boat/chainsaw operator indicated as part of **A-6 Amphibious Hydraulic Excavator and Crew Specifications** is solely for that line item and shall not be compensated separately under this specification.

#### **A-10 Project Coordinator**

The Contractor shall provide, as required by the Engineer, a Project Coordinator whose sole responsibility is to communicate construction activities with landowners, verify impacts, and serve as the liaison between the State, the Contractor, and individual landowners or their representatives. This employee shall not also be counted as the operator of a piece of heavy equipment during the time they are performing duties of a construction supervisor.

#### **A-11 Rip Rap Protection**

The Contractor shall provide TDOT Class A1 Rip Rap material and stage on site for placement. Installation for the purposes of erosion control, infrastructure protection, and stream habitat creation, as directed by Engineer will be compensated by the appropriate line items indicated.

## **A-12 Temporary Vegetative Stabilization**

This item includes smoothing and seed bed preparation for temporary seed and mulching on disturbed areas with equipment or methods not compensated separately in this contract. Materials to be applied within maximum of 14 days of completion of earthwork. Temporary mix selection shall conform to TDOT seasonal recommendations for temporary grass stabilization. Mulch shall be applied at a rate of 1.7 tons per acre. All materials and labor associated with this work shall be included in this line item. **A-16 Third-Party Services Allowance** shall **not** be utilized for this line item. While third party services are allowed, the work as described for this item will be compensated solely under this line item.

## **A-13 Permanent Warm Season Grasses**

This item includes smoothing and seed bed preparation and establishment of native warm season grasses as directed by Engineer. Native seed mixes can vary in material price so the Contractor will be compensated for seed costs separately under **A-17 Materials Allowance**. Mulch utilized in support of this practice may also be purchased separately under **A-17 Materials Allowance**. **A-16 Third-Party Services Allowance** shall **not** be utilized for this line item. While third party services are allowed, the work as described for this item will be compensated solely under this line item.

## **A-14 Landowner Impact Allowance**

The Contract includes allowances for temporary impacts to existing agricultural grounds due to heavy equipment access, spoil material placement, earthwork, or other surficial damage that prevents crop planting, harvest, or yields during a calendar year. This allowance is to be paid by the Contractor directly to the landowner for areas outside of existing maintenance easements. The payment rate will be set at \$1,500/acre and the impacts will be verified by survey and approved by Engineer prior to authorization for payment. The Contractor will submit for payment and remit impact payments to landowners within 14 days of receipt of funds. Estimated maximum impact is 300 Acres for a total allowance of \$450,000.

## **A-15 Drainage Structure Allowance**

The Contract includes allowances for replacement, upgrade, and installation of complex drainage structures (more than a simple culvert w/ headwalls) to provide for water management and complete an assigned project task order. Contractor will coordinate with Engineer to detail structure requirements and procure design, fabrication, and installation of structure. The Contractor will bill direct cost and an additional amount of 15% for drainage structures delivered and installed on-site. Installation of the drainage structures shall be installed utilizing other line items in this Contract. Any third-party services required for drafting and design will be applicable as **A-16 Third-Party Services**. Total allowance \$500,000.

## **A-16 Third-Party Services Allowance**

The Contract includes allowances for services required to complete an assigned project task order. Services may include but are not limited to construction survey, geotechnical testing, erosion control, specialty consulting for emergent issues, or miscellaneous environmental impact monitoring. The Contractor will bill direct cost and an additional amount of 10% for services to offset administration and carrying costs prior to reimbursement. Total allowance of \$500,000

#### **A-17 Materials Allowance**

The Contract includes allowances for miscellaneous and ancillary materials including short-term tool rentals to complete an assigned project task order. The Contractor will bill direct cost and an additional amount of 10% for materials and specialized equipment rentals. Total allowance of \$200,000

#### **A-18 Construction Contingency**

Shall be available to supplement above line items in the case of emergency or unforeseen field conditions that necessitate a line item increase. This will be made available at the sole discretion of the WTRBA. Total allowance of \$500,000

#### **A-19 Work Area**

The work area for this contract is Running Reelfoot Bayou and tributary drainages from Reelfoot Lake to the Obion River.

#### **A-20 Contract Duration**

See Section 5 of the Contract Terms and Conditions.

#### **A-21 Vendor Liability**

- a. 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-22 Method of Payment**

- a. 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-23 Working Conditions**

The WTRBA specifically advises potential contractors, that during the term of the Contract, flood waters or excessive soil moisture depths in the working area may well prevent the Contractor from completing construction activities. **Downtime due to excessive water depths will not be paid for.**