

**Project Addendum 1**

(2 pages, 5 attachments)

Project: Chemical Vegetation Control

Date: April 16, 2024

The listed corrections should be incorporated into the plans/specifications. All bidders are required to indicate on the outside of their proposal envelope the receipt of this information by giving the date and addenda number.

Description:

1. Exhibit A Standard Bid Form 1. Replace "...complete all Work as specified or indicated in the Bidding Documents for the Contract Price for a term of one-year, with an additional two one-year extension options," with "complete all Work as specified or indicated in the Bidding Documents for the Contract Price for a term of THREE-years, with TWO additional one-year extension options,"
2. Standard Form of Agreement, Article 3. Contract Time, Replace "extend for a period of one (1) year with the option to renew for two (2) additional one-year periods for a total of three (3) years with "...extend for a period of THREE (3) YEARS with the option to renew for two (2) additional one-year periods for a total of FIVE (5) years"
3. Section 01010 Summary of Work Add "7. Herbicide spraying at I-40 Interchange and 385 Interchange shall include spraying of concrete surfaces and curbing within the interchange area."
4. Section 01010 Summary of Work Add "8. Fertilization shall be included on Lawn Turf areas (medians, interchanges, and City Hall) per the application schedule.
5. Section 01010 Summary of Work, Typical Lawn Turf Application Table Replace

APPLICATION	DATE RANGE	HERBICIDE
1	February-March	Pre-emergent
		Post-emergent
2	April-May	Pre-emergent
		Post-emergent
		Fertilize
3	June-July	Post-emergent
		Fertilize
4	14 days after application 3	Post-emergent
5	October-November	Pre-emergent
		Post-emergent

6. Designated Chemical Vegetation Control Paths, Add, Campus Drive, Lions Crest Drive and Lions Ridge Lane.

A handwritten signature in cursive script, reading "Emily Harrell", is written over a horizontal line.

City of Lakeland  
Emily Harrell, P.E., City Engineer

A handwritten date "4/16/2024" is written over a horizontal line.

Date

EXHIBIT "A"

STANDARD BID FORM

PROJECT IDENTIFICATION: City of Lakeland, Tennessee  
Project Description: Chemical Vegetation Control Services

THIS BID SUBMITTED TO: City of Lakeland, Tennessee  
10001 U.S. Highway 70  
Lakeland, Tennessee 38002

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price for a term of THREE-YEARS, WITH TWO ADDITIONAL ONE-YEAR extension options, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Tennessee Statutes is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):  

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
  - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
  - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Lakeland, hereinafter referred to as the "Owner," and \_\_\_\_\_, hereinafter referred to as the "Contractor."

WHEREAS, the City of Lakeland is desirous of chemical vegetation control; and,

WHEREAS, the Contractor is able and willing to provide those services to the City of Lakeland, Tennessee.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract documents for Chemical Vegetation Control, Lakeland, Tennessee.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Lakeland Engineering Office, 10001 U.S. Highway 70, Lakeland, Tennessee, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract documents in connection with completion of the Work in accordance with the Contract documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The contract time shall begin upon issuance of the Notice to Proceed and extend for a period of THREE (3) YEARS with the option to renew for two (2) additional one-year periods for a total of FIVE (5) years. Any extension shall be mutually agreed upon by the City of Lakeland and Contractor.
- 3.2 Liquidated Damages. If the Contractor fails to perform the work in the manner specified by this Agreement, the City may, at its option, assess the Contractor for each day that the work is not performed. Before assessing liquidated damages, the City will notify the Contractor of the problem and allow the Contractor twenty-four (24) hours to take corrective action. The assessment shall be one hundred dollars (\$100) per day. The total assessment will not exceed the amount of the performance bond. If, after further written notice, the Contractor fails to take corrective action the City may terminate this Agreement and enter into an agreement with another Contractor or may perform the work itself. The cost of performing the work will be deducted from any amount due the Contractor per the bid sheet.

ARTICLE 4. CONTRACT PRICE.

SECTION 01010

SUMMARY OF WORK

A. Project Identification:

**Chemical Vegetation Control Services**

B. Project Summary:

The City of Lakeland contract for chemical vegetation control services includes the application of specific herbicides and fertilizers on designated rights-of-ways, medians, and other properties within the city limits of Lakeland, Tennessee.

1. The Owner shall designate the application of specific herbicides to control and/or inhibit growth and seed head formation of weeds, Johnson grass and fescue in order to reduce mowing and trimming requirements while allowing for Bermuda grass release.
2. The right-of-way spray area shall extend from the edge of pavement not to exceed TWELVE (12) feet.
3. Contractor shall use all care not to spray evergreen trees (i.e. cedar) with herbicides that are outside of the right-of-way.
4. The Contractor shall address all complaints or deficiencies within 24 hours after notification by the City.
5. Fertilizer application frequency, type, NPK distribution, and dosing is to be determined by soil analysis and submitted to the City as a Fertilization Plan.
6. Herbicide Frequency, Type, and Dosing:

Typical Right-of-Way Herbicide Application

APPLICATION	DATE RANGE	HERBICIDE CHOICES	RATE/ACRE
1	1 <sup>st</sup> full week of March - April	Glyphosate (4#/gal)	16 ounces
		2,4-D Amine	32 ounces
		Oust*	0.5 ounces
2	1 <sup>st</sup> week of June	MSMA 6 Plus	64 ounces
		Oust*	0.25 ounces
3	During month of August	MSMA 6 Plus	64 ounces
		Oust*	1.25 ounces

\* Generic may be substituted

Typical Lawn Turf Application

APPLICATION	DATE RANGE	HERBICIDE	RATE/ACRE
1	February - March	Barriade*	¾ pounds

		Simazine	1 pound
		Three way broadleaf herbicide	1.5 quarts
2	April-May	Barricade*	¾ pounds
		Three way broadleaf herbicide	1.5 quarts
3	June-July	MSMA	3 pounds
4	14 days after application 3	MSMA	3 pounds
5	October-November	Simazine	1.5 pounds
		Three way broadleaf herbicide	1.5 quarts

APPLICATION	DATE RANGE	HERBICIDE
1	February-March	Pre-emergent
		Post-emergent
2	April-May	Pre-emergent
		Post-emergent
		Fertilize
3	June-July	Post-emergent
		Fertilize
4	14 days after application 3	Post-emergent
5	October-November	Pre-emergent
		Post-emergent

7. HERBICIDE SPRAYING AT I-40 INTERCHANGE AND 385 INTERCHANGE SHALL INCLUDE SPRAYING OF CONCRETE SURFACES AND CURBING WITHIN THE INTERCHANGE AREA.
8. FERTILIZATION SHALL BE INCLUDED ON LAWN TURF AREAS (MEDIANS, INTERCHANGES, AND CITY HALL) PER THE APPLICATION SCHEDULE.

C. Particular project requirements.

1. Apply for, obtain, and pay for permits when required to perform the work.
2. The Contract Documents are intended to provide the basis for proper completion of the work suitable for the intended use of the Owner. Anything not expressly set forth, but which is reasonably implied or necessary for proper performance of the project shall be included.
3. The Provisions are written in the imperative mode. Except where specifically intended otherwise, the subject of all imperative statements is the Contractor. For example, "furnish..." means "Contractor shall furnish..."

END OF SECTION

# Designated Chemical Vegetation Control Paths

