

BID DOCUMENTS  
FOR  
CHEMICAL VEGETATION CONTROL



CITY OF LAKELAND, TN  
APRIL 2016

STANDARD  
ADVERTISEMENT FOR BIDS  
FOR  
CHEMICAL VEGETATION CONTROL  
FOR  
CITY OF LAKELAND  
LAKELAND, TENNESSEE

Notice is hereby given, pursuant to Tennessee Statute Section 16-19-104, the City of Lakeland, Tennessee, will receive sealed bids until 2:30 p.m., Local Time, May 5, 2016, for the following:

CHEMICAL VEGETATION CONTROL

Bids must be in one sealed envelope with statement thereon "BID ENCLOSED, CHEMICAL VEGETATION CONTROL" and be submitted to the receptionist at the City of Lakeland, Tennessee 10001 U.S. Highway 70, at or before the above stated time. Bids will be opened publicly, read aloud, and tabulated by the City Manager, or his or her Designee, at the above stated time and place, unless an alternative site is designated in writing prior to the time of Bid Opening. No bid may be withdrawn for a period of thirty (30) days after the date set for opening thereof. The City of Lakeland, Tennessee reserves the right to reject any or all bids and to waive any informalities or technicalities in the bidding; provided, however, that any bid received after the time specified or without accompanying Bid Guaranty, as stated below, will not be considered.

Bidding Documents, including specifications, are currently available from the City of Lakeland Tennessee, 10001 U.S. Highway No. 70, Lakeland Tennessee. Bidders may obtain one set upon request.

Notice is hereby given that preference will be granted to Tennessee contractors, subcontractors, laborers, and materials, supplies, equipment, machinery, and provisions produced, manufactured, supplied, or grown in Tennessee, as required by Tennessee Statute Section 12-4-121 et seq.

A Pre-Bid Conference will be held at 1:00 p.m., Local Time, April 28, 2016, at Lakeland City Hall. A site tour may be held to review the Project following this conference. Contact for this Project is Emily Harrell, P.E. at (901) 867-2717. Attendance in the Pre-Bid Conference is not mandatory for Contractors who wish to be considered qualified and/or responsible.

\_\_\_\_\_  
Jim Atkinson  
City Manager

Publish: April 22, 2016  
April 28, 2016

STANDARD  
INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS.

1.1 Certain terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

A. Bidder: One who submits a bid directly to the City.

B. Successful Bidder and/or Contractor: This term means the qualified, responsible, and responsive Bidder, as determined by the City, who has submitted the lowest bid, and to whom the City has awarded the Contract.

C. Bid Documents: Prior to award of the contract, all documents in the Bid Package are considered "Bid Documents." This includes the Advertisement for Bid, Instructions to Bidders, Bid Forms, Bond Forms, Sample Agreement, Technical Specifications, drawings, etc. Bid Documents also include any addenda issued prior to the opening of the bids.

D. Contract Documents: Following the award of the contract, contract documents shall include those documents listed above in "C." -- with the exception of the Advertisement for Bid and Instructions to Bidders; the executed performance bond; change orders; and, all written agreements and/or written documents executed between the City and Contractor.

2. COPIES OF BIDDING DOCUMENTS.

2.1 Complete sets of Bidding Documents may be obtained from the City of Lakeland, 10001 U.S. Highway 70, Lakeland, Tennessee 38002.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; the City assumes no responsibility to Bidders for errors or misinterpretations, including those resulting from the use of incomplete sets of Bidding Documents.

2.3 The City, and/or its agent, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS.

3.1 Post Bid Qualifications: To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five (5) days of Owner's request written evidence demonstrating Bidder's responsibility, including, but not limited to, matters such as financial data and previous experience. Each Bid will be considered a warrant of Bidder's qualification to do business in this state. Proof of such qualifications may be required upon five (5) days notice.

3.2 Responsible and Responsive Bidders: Pursuant to TS 12-4-801, a responsible bidder means a person who has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance and; and Responsive Bidder means a person who has submitted a bid which confirms in all material respects to all document, whether attached or incorporate by reference, utilized for soliciting bids.

3.3 Bidder shall have a minimum of five year's commercial chemical vegetation control experience.

#### 4. PRE-BID CONFERENCE.

A Pre-bid Conference will be held at the time and place stated in the "Advertisement for Bid." Attendance at the Pre-bid Conference is not mandatory. The purpose of the Conference is to review project requirements and provide bidders an opportunity to visit the project site to make their own determination of existing conditions. Minutes will be taken of the Pre-bid Conference, and thereafter consulted as a bidding document.

#### 5. EXAMINATION OF CONTRACT DOCUMENTS AND SITE.

5.1 Before submitting a Bid, each Bidder must do at least the following:

- A. Examine the Bidding Documents thoroughly;
- B. Visit the site to become familiar with local conditions that may in any manner affect cost progress, or performance of the Work;
- C. Become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work; and
- D. Study and carefully correlate Bidder's observations with the Bidding Documents.

5.2 On request the City will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. The City may require any Bidder desiring access to execute an appropriate release form.

5.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that: Bidder has read and understands the Bidding Documents and the Bid is made in accordance therewith; Bidder has visited the site and become familiar with the local conditions under which the work is to be performed; Bidder assumes responsibility for estimating properly the difficulties and costs of successfully performing the work; Bidder has complied with every

requirement of these instructions; and that the Bidding Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for performance of the Work.

6. AVAILABILITY OF LANDS.

6.1 Access to private property required by Contractor for staging areas, temporary facilities or other uses in addition to those identified in the Bidding or Contract Documents shall be obtained and paid for by Contractor. Such costs are to be considered incidental to the Contract and merged with Bid Items described and are to be provided without additional compensation to Contractor.

7. INTERPRETATIONS.

All questions about the meaning or intent of the Bidding Documents shall be submitted to Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening the Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral interpretations, clarifications, or comments are not binding upon the City, and do not serve to amend, modify, or in any way change the basic Bidding Documents, and shall be relied upon by Bidder at his own risk.

9. CONTRACT TIME.

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

10. LIQUIDATED DAMAGES.

Provisions for liquidated damages are to be set forth in the Agreement.

11. MATERIAL AND EQUIPMENT.

11.1 The materials, products, and equipment described in the Bidding Documents establish a standard or required function, dimension, appearance, and quality to be met by any proposed substitution.

11.2 No substitution will be considered unless written request for approval has been submitted by the Bidder on an appropriate form, and has been received by the Engineer or the City's designated agent at least TEN (10) DAYS prior to the date for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data, and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment, or work that incorporation of the substitute would require, shall be included. The burden of proof of the merit and adequacy of a proposed substitute is upon the Bidder. The

decision of approval or disapproval of a proposed substitution by the Engineer or the City's designated agent will be final.

If any proposed substitution is approved, such approval will be described in an addendum. Bidders shall not rely upon approvals made in any other manner.

11.3 When generic parameters for performance and/or appearance are specified, those materials which comply with specifics as delineated do not require a written request for approval. They must be capable of withstanding specification comparison, however, at the time of product data and shop drawing submittal.

11.4 Pursuant to T.S. 12-4-121, "Preference is hereby given to materials, supplies, equipment, machinery, and provisions produced, manufactured, supplied or grown in Tennessee, quality being equal to articles offered by the competitors outside of the State."

## 12. SUBCONTRACTORS, ETC.

12.1 If required by the City, the identity of certain Subcontractors and other persons and organizations shall be submitted to the City in advance of the Notice of Award. The apparent Successful Bidder, and any other Bidder so requested by the City, will within seven (7) days after the day of the Bid opening, submit to the City a list of names and addresses of all Subcontractors and other persons and organizations whom Bidder proposes will furnish material and/or equipment for the Work. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each Subcontractor, person, and organization if requested by the City. If the City or Engineer after due investigation has reasonable objection to any proposed Subcontractor, or other person, or organization, the City may, before giving the Notice of Award, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. Any Subcontractor, other person, or organization so listed and to whom the City or Engineer does not make written objections prior to giving of the Notice of Award will be deemed acceptable to the Owner and Engineer.

## 13. BID FORM

13.1 The Bid Form is included with the Bidding Documents. Bidders shall bid all schedules and alternates (if any) as set forth in the Bid Form.

13.2 Bid Forms must be completed in ink or by typewriter. Corrections must be initialed by the Bidder. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

13.3 Bids by corporations or limited liability companies must be executed in the business entity's name by the president or a vice-president (or other officer or member accompanied by evidence of authority to sign), and the signature attested to by an authorized officer or member. The business entity's address and state of incorporation shall be shown below the signature.

13.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.

13.5 All names must be typed or printed below the signature.

13.6 The bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form). Failure to acknowledge receipt of Addenda shall not constitute an adjustment of the Contract Price provided on the Bid Form.

13.7 The address to which communications regarding the Bid are to be directed must be shown.

13.8 All items which are not specifically referred to in the Bid Form but are included in the plans or specifications are to be considered incidental to the performance of the major work described and shall be constructed as indicated on the plans or called for in the specifications without additional remuneration.

#### 14. SUBMISSION OF BIDS.

14.1 Bids shall be submitted not later than the time and at the place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Guaranty and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof. All bidding information shall be included in the sealed envelope.

#### 15. MODIFICATION AND WITHDRAWAL OF BIDS.

15.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the same manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

15.2 If, within twenty-four (24) hours after Bids are opened, any bidder files a duly signed written notice with the City and promptly thereafter demonstrates to the satisfaction of the City that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw its Bid. Thereafter, that Bidder will be disqualified from further bidding on the Work.

#### 16. OPENING OF BIDS.

Bids will be opened publicly and read aloud. An abstract of the bid schedule will be made available after the opening of Bids.

17. BIDS TO REMAIN EFFECTIVE.

All Bids not modified or withdrawn as provided in Section 16, shall remain effective for thirty (30) days after the day of the Bid opening, but the Owner may, in its sole discretion, release any Bid prior to that date.

18. AWARD OF CONTRACT.

18.1 The City reserves the right to reject any and all Bids; to waive any and all irregularities or informalities; to negotiate specific contract terms not inconsistent with the Advertisement for Bids, with the Successful Bidder; and to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Discrepancies between words and numerals will be resolved in favor of words. Discrepancies between the indicated sum of any column of numerals and the correct sum thereof will be resolved in favor of the correct sum.

18.2 A Bidder shall bid all schedules and alternates (if any) as set forth in the Bid Form. The City reserves the right in awarding the Agreement to consider the competency, responsibility, and suitability of the Bidder, as well as the amounts of the various bids. The Work, therefore, may not necessarily be awarded to the low bidder.

18.3 In evaluating Bids, the Owner reserves the right to limit the scope of the project to the monies available for the project.

18.4 The Owner may consider, among other things, the qualifications and experience of Subcontractors and other persons and organizations who are proposed to furnish material or equipment for the Work; operating costs; maintenance considerations; performance data; and guarantees of materials and equipment.

18.5 The Owner may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualification, and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations proposed to do the Work in accordance with the Bidding Documents.

18.6 If the Agreement is to be awarded, it will be to the lowest Bidder who is determined qualified and responsible in the sole discretion and best interest of the City. The low bid shall be determined based upon an evaluation of the Total Base Bid. The City reserves the right to accept or reject alternates in any order or combination; and to accept or reject any schedule or all schedules.

If the low bid is to be awarded in any other manner, applicable laws must be consulted and the above paragraphs must be modified.

18.7 If the Agreement is to be awarded, the Owner will give the Successful Bidder a Notice of Award within thirty (30) Days after the day of the Bid opening.

19. PERFORMANCE BOND AND INSURANCE CERTIFICATES.

19.1 Upon execution of the contract, the Contractor shall execute and maintain a good and solvent Performance Bond in the amount of 100% of the annual contract price. A good and solvent bond means a bond (1) written by a surety or insurance company listed on the United States department of the treasury financial management service (FMS) list of approved bonding companies, (2) written for an amount which is less than or equal to the amount indicated as approved for the surety or insurance company by the FMS, and (3) is written by a surety or insurance company that is licensed and authorized to do business as a surety or insurer in the state of Tennessee.

19.2 The Contractor is required to sign the Performance Bond, have an authorized agent of an insurance company authorized to do business in the State of Tennessee sign same and attach his Power of Attorney. Said Performance Bond will be attached to the Contract.

19.3 The Contractor shall furnish and maintain in full force and effect, during the entire period of this Agreement, policies of insurance including Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Indemnity. Minimum limits are specified in the Section 1100, General Requirements.

20. SIGNING OF AGREEMENT.

When the City gives a Notice of Award to the Successful Bidder, it will be accompanied by one (1) unsigned counterpart of the Agreement and the Performance and Payment Bonds. Within thirty (30) days thereafter, Contractor shall comply with the conditions precedent in the Notice of Award. Within ten (10) days thereafter, the City will deliver one (1) fully signed counterpart to Contractor. The City will deliver one signed copy of the Agreement within the project manual.

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 one-year, with an additional two 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 has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ \_\_\_\_\_

TOTAL BASE BID, IN WORDS: \_\_\_\_\_

\_\_\_\_\_ DOLLARS.

7. Bidder agrees that the work for the City will be as provided above.

8. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

9. The following documents are attached to and made a condition of this Bid:

A. Itemized Bid Schedule.

10. Communications concerning this Bid shall be addressed to:

Address of Bidder: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Submitted on \_\_\_\_\_, 2016.

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)  
(Individual's Name)

doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A PARTNERSHIP

By: \_\_\_\_\_ (seal)  
(Firm's Name)

\_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A CORPORATION OR LIMITED LIABILITY COMPANY

By: \_\_\_\_\_ (seal)  
(Corporation's or Limited Liability Company's Name)

\_\_\_\_\_  
(State of Incorporation or Organization)

By: \_\_\_\_\_ (seal)

(Title)

(Seal)

Attest: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**BID SCHEDULE**  
**CHEMICAL VEGETATION CONTROL**

BID DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Contractor shall provide services as outlined in the Bid Documents and Specifications. All costs not included in the schedule that are necessary to provide services as depicted in the Specifications are to be considered incidental and merged with costs of other related bid items.

**Schedule A**

ITEM	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
1	Apply herbicides to rights-of-way (30.62 centerline miles)	Cycle	3		
2	Apply herbicides to turf areas (Canada Rd & Fletcher Trace Medians, City Hall property & fields, IH Clubhouse & Sr. Center)	Cycle	5		
3	Apply fertilizer to turf areas (Canada Rd & Fletcher Trace Medians, City Hall property & fields, IH Clubhouse & Sr. Center)	Cycle	3		
<b>TOTAL BID SCHEDULE A</b>					

**Total Base Bid :** \_\_\_\_\_

Dollars (\$ \_\_\_\_\_).

**DRUG-FREE WORKPLACE AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_, an employer of five (5) or more employees contracting with \_\_\_\_\_ County government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of \_\_\_\_\_ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

\_\_\_\_\_  
Principal Officer

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 such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

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 ten (10) feet.
- 3.
4. Contractor shall use all care not to spray evergreen trees (i.e. cedar) with herbicides that are outside of the right-of-way.
5. The Contractor shall address all complaints or deficiencies within 24 hours after notification by the City.

Schedule of herbicide application

APPLICATION	DATE RANGE	HERBICIDE CHOICES	RATE/ACRE
1	1 <sup>st</sup> full week of March through 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*	0.25 unces

\* Generic forms of Oust may be substituted

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

## SECTION 1100

### GENERAL REQUIREMENTS

#### A. HOURS OF WORK

1. The Contractor may perform the work between the hours of 7:00 AM and 7:00 PM Monday through Friday. No mowing shall be done on Sundays.
2. Areas located within fenced areas shall be mowed between the hours of 7:30 AM and 4:00 PM Monday through Friday.

#### B. EQUIPMENT AND MATERIALS

1. The Contractor, at a minimum, shall have various sizes of commercial type rotary lawn mowing equipment sufficient to perform the work. The equipment shall not cause excessive rutting or scalping of grass.
2. The Contractor shall be responsible for furnishing all necessary labor, tools, fuel, maintenance, equipment, etc. for the complete performance of all work under this contract.
3. All equipment must be maintained and in a safe operating condition. All mower blades must be kept sufficiently sharp to provide a clean and even cut.
4. The bidder shall provide a list of equipment presently owned, including the make, model, and age. Cutting width shall be included for each mower.

#### C. DAMAGE/PERSONAL INJURY

1. The Contractor shall conduct operations in such a manner that he does not damage the existing ground areas, trees, shrubs, guardrail, utilities, delineators or other structures. The Contractor must not mow during wet conditions where turf damage or ruts would occur.
2. In the event damage occurs by reason of mowing operations, the Contractor shall replace or repair same, at his own expense, in like kind, and as directed by City Manager or designee. If damaged property resulting from the Contractor's operations has to be repaired or replaced by the City, the cost of such work shall be deducted from monies due the Contractor
3. The Contractor shall report to the City any and all accidents involving property damage or personal injury immediately following said accident or discovery of damage.

4. The Contractor shall be responsible for handling all claims made for damages by private citizens in a timely manner. The City is to be notified of all claims and corrective actions taken within five (5) working days.
5. The City shall be indemnified and held harmless for any and all accidents and/or damage.

D. PERFORMANCE BOND

1. Upon execution of a contract, the Contractor will be required to have executed and maintain a good and solvent Performance Bond in the amount of 100% of the annual contract price. A good and solvent bond means a bond (1) written by a surety or insurance company listed on the United States department of the treasury financial management service (FMS) list of approved bonding companies, (2) written for an amount which is less than or equal to the amount indicated as approved for the surety or insurance company by the FMS, and (3) is written by a surety or insurance company that is licensed and authorized to do business as a surety or insurer in the state of Tennessee.

E. INSURANCE

1. The Contractor shall furnish and maintain in full force and effect, during the entire period of this Agreement, policies of insurance including Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Indemnity.
2. The Contractor shall carry the following types of insurance with the minimum limits specified below:

COVERAGE	LIMIT OF LIABILITY
Workmen's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability Except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability Except Automobile	\$300,000 each occurrence \$300,000 aggregate
Automobile Bodily Injury Liability	\$500,000 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$300,000 each occurrence
Excess Umbrella Liability	\$1,000,000 each occurrence

3. The Contractor shall furnish to the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

F. FUEL PRICE ADJUSTMENT

1. Fuel price adjustments are permitted for this contract at the time of renewal. Documented proof of the cost increase must be submitted by the awarded Contractor at the time of renewal.

G. PERSONNEL

1. The Contractor's personnel shall, at all times, present a neat appearance, and all work shall be performed and all complaints handled with due regard to the City public relations. The City and the Contractor will each be promptly notified by the other of any complaints received from the property owners.
2. The Contractor shall utilize competent employees in performing the work specified in this Agreement. At the request of the City Manager, the Contractor will replace any incompetent, unfaithful, abusive or disorderly person in his or her employ.
3. The Contractor is required and hereby agrees by accepting this contract, to pay all employees not less than the Federal Minimum Wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended, and changed from time to time. The Contractor shall provide a statement that their firm is an Equal Opportunity Employer.
4. There shall be on the work site at all times a competent English speaking representative authorized to receive orders and act for the Contractor.

H. SUPERVISION AND SAFETY

1. The Contractor shall be responsible for the supervision and direction of the work performed by his employees and shall, at all times, provide a full time manager or crew leader on the premises to carry out that responsibility.
2. The Contractor shall exercise precaution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed. The City Manager or his authorized representative may require the Contractor to discontinue hazardous work practices upon written notice. It is required that the Contractor keep the necessary guards and protective devices at locations where work is being performed to prevent injury to the public or damage to public or private property.

I. OBSTRUCTION OF STREETS AND RIGHTS-OF-WAY

1. The Contractor shall keep travel lanes open for traffic whenever possible, and will block portions of streets only when deemed necessary to protect private property.

2. Advance Warning signs and barricades shall be furnished and erected by the Contractor when warranted. It is the Contractor's responsibility to remove all surplus material, trash, litter, and debris from streets as work progresses to ensure the public will have adequate and safe use of the affected streets.

J. UNINTERRUPTED SERVICE

1. When service is required by the City, should Contractor's equipment not be operational, Contractor shall be responsible for renting equipment similar to what is specified herein in order to maintain uninterrupted service to the City. Any cost involved in the rental of equipment shall be at no additional charge to the City of Lakeland.

K. OBSERVANCE OF LAWS AND ORDINANCES

1. The Contractor shall secure all permits, insurance, and licenses imposed by law and ordinance, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work regarding the obstruction of streets and driveways, maintaining signals and open passageways, and protecting the same where exposed. The contractor shall follow all special regulations included in the City of Lakeland Tree Management Ordinance and Lakeland Stormwater Ordinance.

L. MISCELLANEOUS CONDITIONS

1. Attorney Fees and Litigation: In the event that there is a court action filed to interpret, enforce or in any way challenge the terms and conditions of this Contract, Contractor expressly agrees to fully and completely indemnify, reimburse and fully compensate the City of Lakeland for any and all attorney fees and costs of such litigation incurred.
2. Interpretation and Severability: If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provisions shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid or unenforceable provision was not a part of this contract. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid.
3. Waivers and Modifications: This Contract sets forth all of the terms and understandings between the parties with reference to the subject matter set forth herein and may not be waived, changed, discharged or terminated orally or by any course of dealing between the parties, but only an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought. The failure of the City to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Contract, or to exercise any right herein conferred, in any one or more instances, shall not be construed as a waiver of the same or any other term, condition, undertaking or right.

4. No Challenge to Validity of Agreement: The parties agree that this Contract shall forever be binding and none of the parties shall bring a proceeding to challenge the validity of this Contract.
5. Choice of Law: This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles of conflicts of law) of the State of Tennessee shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof.
6. Authority to Execute: City and Contractor each warrant and represent that the party signing this Contract on behalf of each has authority to enter into this Contract and to bind the City and Contractor, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing such authority, including a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.
7. Notices: All notices hereunder shall be (i) delivered by hand, (ii) sent by first-class mail, postage prepaid, return receipt requested, or (iii) delivered by overnight commercial courier, to the following address of the party to whom such notice is to be made, or to such other address as such party may designate in the same manner provided herein:

## TECHNICAL SPECIFICATION

### CHEMICAL VEGETATION CONTROL

1. The Owner shall designate the application of specific herbicides within rights-of-way, medians, and other City properties 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 Contractor, at a minimum, shall have sufficient equipment to perform the work as outlined below:
  - a. Paved Roads – Application equipment shall have the ability to spray up to ten (10) feet horizontally as well as ten (10) feet vertically from the edge of pavement using a chemical injection sprayer. No “OC” type nozzles are permitted. The sprayer shall inject herbicides into the spray stream (using a minimum 25 gallons of water per acre) and be adjusted for speed and swathe variance by computer controller such as CCI2000 or equivalent. No herbicides are to be mixed in the tank – only water, drift control agent or surfactant. Travel speed shall be measured by radar and conveyed to the computer. Computer must have the ability to tabulate acres sprayed, herbicide applied as distance traveled. Spray rig must be truck mounted, use boom-less spray nozzles and be able to spray at 10mph or faster. Truck sprayer shall be one thousand (1,000) gallons or larger. Other types of spray equipment may be utilized with approval of the Owner. Alternate equipment shall be approved prior to bid opening.
3. Contractor shall have a minimum of five (5) years’ experience in commercial chemical vegetation control and be currently licensed in the category of Right-of-Way pest and weed control. A WEC license is required by the State of Tennessee Department of Agriculture. A commercial certification of C06 right-of-way along with HTL license and C03 certification is required. Copies of these licenses shall be provided to the Owner.
4. Contractor shall maintain a daily log sheet of acres sprayed, herbicides (rates) applied, and prevailing weather conditions at time of application. Daily log shall be submitted to Shelby County upon completion of applications.
5. Contractor shall be responsible for chemical storage, handling, disposal, and emergency clean-up. Contractor shall maintain a chemical spill plan. Spill clean-up kit shall be on-board spray trucks at all times.
6. Contractor shall provide herbicide labels and MSDS to the Owner.
7. Contractor shall comply with all OSHA, EPA and State of Tennessee Department of Agriculture regulations and standards.

8. Contractor shall use care to avoid spraying evergreen trees (i.e. cedar) with herbicides that are outside of the right-of-way.
9. Contractor shall be fully liable for all damages resulting from off-site drift or to any dominant perennial grass or evergreen foliage.

Typical Right-of-Way Herbicide Application

APPLICATION	DATE RANGE	HERBICIDE CHOICES	RATE/ACRE
1	1 <sup>st</sup> full week of March through 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*	0.25ounces

\* Generic may be substituted

Typical Lawn Turf Application

APPLICATION	DATE RANGE	HERBICIDE	RATE/ACRE
1	February-March	Barricade*	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

\* or equivalent