

BID DOCUMENTS  
FOR  
LANDFILL DISPOSAL SERVICES



City of Lakeland  
September 2020

# TABLE OF CONTENTS

## **SECTION I:            **BID DOCUMENTS, CONTRACTS, FORMS, AND CONDITIONS OF THE CONTRACT****

Advertisement for Bid	AB-1 -- AB-2
Instruction to Bidders	IB-1 -- IB-9
Bid Form	BF-1 -- BF-4
Bid Schedule	BS-1 -- BS-2
Standard Agreement Between Owner and Contractor	SFA-1 -- SFA-6
Affidavit of Drug Free Work Program	ADF1
Standard General Conditions	C700-1 -- C700-65
Standard Supplementary Conditions	SSC-1 -- SSC-13

## **SECTION II:            **BIDDING AND TECHNICAL SPECIFICATIONS****

### GENERAL REQUIREMENTS

Summary of Work	01010
-----------------	-------

### TECHNICAL SPECIFICATIONS

Landfill Disposal Specifications



STANDARD  
ADVERTISEMENT FOR BIDS  
FOR  
LANDFILL DISPOSAL SERVICES  
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 2:00 pm., Local Time, October 1, 2020, for the following:

---

LANDFILL DISPOSAL SERVICES

---

Bids must be in one sealed envelope with statement thereon "BID ENCLOSED, LANDFILL DISPOSAL SERVICES" 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 No bid may be withdrawn for a period of thirty (30) days after the date set for opening thereof.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 are available on the City of Lakeland website at [www.lakelandtn.gov](http://www.lakelandtn.gov).

  
\_\_\_\_\_  
Shane Horn  
City Manager

Publish:       September 18, 2020  
                  September 24, 2020

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, 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.

#### 4. EXAMINATION OF CONTRACT DOCUMENTS

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

- A. Examine the Bidding Documents thoroughly;
- B. 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
- C. Study and carefully correlate Bidder's observations with the Bidding Documents.

4.2 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 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.

#### 5. AVAILABILITY OF LANDS.

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.

#### 6. 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.

7. 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.

8. LIQUIDATED DAMAGES.

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

9. BID FORM

9.1 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.

9.2 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.

9.3 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.

9.4 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.

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

9.6 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.

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

9.8 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.

10. SUBMISSION OF BIDS.

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 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.

11. MODIFICATION AND WITHDRAWAL OF BIDS.

11.1 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.

11.2 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.

12. 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.

13. BIDS TO REMAIN EFFECTIVE.

All Bids not modified or withdrawn 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.

14. AWARD OF CONTRACT.

14.1 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.

14.2 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.

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

14.4 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.

14.5 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.

14.6 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.

14.7 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.

15. INSURANCE CERTIFICATES.

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 Standard Supplementary Conditions SSC1-SSC13.

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. 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: Landfill Disposal 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 five years, with an additional five 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:

BASE BID, IN NUMERALS: \$ \_\_\_\_\_ /TON

BASE BID, IN WORDS: \_\_\_\_\_ /TON

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 \_\_\_\_\_, 2020.

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  
LANDFILL DISPOSAL SERVICES**

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

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

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

Contractor shall provide mowing 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
1	Household Solid Waste Disposal	TON	5500	
<b>TOTAL BID SCHEDULE A</b>				

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 disposal of household solid waste; and,

WHEREAS, \_\_\_\_\_, 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 the Landfill Disposal Services, 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 shall be for sixty (60) months, proposed to begin November 1, 2020. This Contract may be extended by the City for five (5) additional successive twelve (12) month periods or portions thereof, up to a cumulative total of one hundred and twenty (120) months, by written notice to the contractor given at least thirty (30) days before the expiration of the term then in existence.
- 3.2 Liquidated Damages. If the vehicles delivering City Solid Waste to the Sanitary Landfill are not able to unload within thirty (30) minutes of arrival within the operating hours set forth in these specifications, due to acts or omissions of the contractor, resulting in additional cost and difficulty in scheduling to the City then the contractor shall agree to pay the City the following sums as liquidated damages, which the City may deduct from sums due to the contractor:

If the vehicle is able to unload within the second 30 minutes of its arrival.... \$50.00  
For each additional 30 minutes that the vehicle is unable to unload... \$50.00

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds the contract price of \_\_\_\_\_ per TON, subject to CPI price adjustments as specified in the Landfill Disposal Specifications. The contract fee shall be based on services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 -- BS-1) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

All invoices received by the City are payable within thirty (30) days from receipt, provided they have first been approved by the department that is the beneficiary of the Contract Items, and such department has accepted the Contract Items. The City reserves the right to partially pay any invoice submitted by the Contractor when requested to do so by the City department that is the beneficiary of the Contract Items. All invoices shall be directed to the Accounts Payable Department, City of Lakeland, 10001 Highway 70, Lakeland TN 38002. In the event any Contract Items are deemed unacceptable, the City's representative shall notify the Contractor of the deficiencies in writing and the City may withhold payment until the deficiencies are corrected to the satisfaction of the City, such determination to be made in the sole and absolute discretion of the City.

#### ARTICLE 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract price, within the Contract Time, and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract documents.

- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 7. CONTRACT DOCUMENTS.

The Contract documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same (if applicable)
- 8.3 Exhibit "A" - Bid Form and Bid Schedule.
- 8.4 Affidavit of Drug Free Work Program
- 8.5 No Addenda
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 2013 Standard General Conditions of the Construction Contract (Pages i to 62, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements, consisting of 1 section
- 8.10 Technical Specifications
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.

#### ARTICLE 8. MISCELLANEOUS PROVISIONS.

The CONTRACTOR hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment

practices of the CONTRACTOR on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The CONTRACTOR shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year first above written.

APPROVED AS TO FORM:

(PROJECT: \_\_\_\_\_ )

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020

ATTEST:

CONTRACTOR:

Name: \_\_\_\_\_

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

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

OWNER:

CITY OF LAKELAND, TENNESSEE

A Municipal Corporation

By: \_\_\_\_\_

Debra Murrell

By: \_\_\_\_\_

Shane Horn

Title: City Recorder

Title: City Manager

**LANDFILL DISPOSAL SPECIFICATIONS**

The City’s residential customers generate approximately 5,500 tons annually of household solid waste material. The actual volume delivered to the landfill is an approximate volume that may increase or decrease based on the number of solid waste customers serviced and the needs of the City.

The City or its solid waste collection contractor shall deliver to the Sanitary Landfill during the term of the contract Solid Wastes collected within the city limits of Lakeland, Tennessee.

The contractor shall warrant that it will preserve for the use of the City sufficient volume at the sanitary landfill during the term of the contract and for all extensions. Contractor will provide verification, upon request, that the sanitary landfill, at its current waste acceptance rate, has a remaining permitted disposal capacity of at least 10 years from the date of the submission of the proposal. The remaining life of the landfill shall be verified by submitting the “2019 MDEQ (or current year) Commercial Landfill” annual reporting form or, if the disposal site is in Tennessee, the “TDEC 2019 (or current year) remaining life survey” upon request.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

Contractor shall identify the average unload time below. The average unload time shall begin when a truck enters the landfill gate and end when the truck leaves the landfill site.

Average unloading time: \_\_\_\_\_

The contractor shall provide tickets to the driver showing the tonnage of the truck load prior to the driver leaving the landfill.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

The contractor shall invoice the City monthly. Invoice amounts shall match the tipping tickets provided to the drivers.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

The contractor shall have complete control and direction over all of the operations and practices of the sanitary landfill subject to the continuous supervision of state and local agencies having jurisdiction over the landfill.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

**1. LANDFILL SITE LOCATION**

The contractor shall include a site description identifying the address of the Sanitary Landfill disposal site and its distance in relationship to Lakeland City Hall, 10001 Highway 70, Lakeland, Tennessee.

Landfill Address: \_\_\_\_\_

Travel Distance from Landfill to Lakeland City Hall: \_\_\_\_\_ Miles

**2. LANDFILL PERSONNEL**

Contractor will submit a contact list of any and all key personnel that will assist in providing Landfill Disposal Services to the City. Employee’s name, position title, contact number, and years of experience should be included. (Example: Contract Manager, Project Manager, Landfill Manager, Site Supervisor, etc.) Add additional sheets if necessary.

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

WORK RELATED EXPERIENCE: \_\_\_\_\_ Years CONTACT NUMBER: (\_\_\_\_)\_\_\_\_ - \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

WORK RELATED EXPERIENCE: \_\_\_\_\_ Years CONTACT NUMBER: (\_\_\_\_)\_\_\_\_ - \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

WORK RELATED EXPERIENCE: \_\_\_\_\_ Years CONTACT NUMBER: (\_\_\_\_)\_\_\_\_ - \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

WORK RELATED EXPERIENCE: \_\_\_\_\_ Years CONTACT NUMBER: (\_\_\_\_)\_\_\_\_ - \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

WORK RELATED EXPERIENCE: \_\_\_\_\_ Years CONTACT NUMBER: (\_\_\_\_)\_\_\_\_ - \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

WORK RELATED EXPERIENCE: \_\_\_\_\_ Years CONTACT NUMBER: (\_\_\_\_)\_\_\_\_ - \_\_\_\_\_

**3. LANDFILL HOURS OF OPERATION**

The contractor shall agree to give the City access to the sanitary landfill daily, Monday thru Friday, from 6:00 AM until 6:00 PM and on Saturday from 6:00 AM to 4:00 PM when needed.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

The contractor shall agree to give the City access to the sanitary landfill during regular daily work hours on the following holidays Thanksgiving Day and Christmas Eve.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

In the event of a collection schedule change during the term of the contract the contractor shall agree to give the City or its solid waste collection contractor access to the sanitary landfill during regular daily work hours, provided that the City submits a written request to the contractor (7) seven days prior to the collection change.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

**4. STATE AND FEDERAL REGULATION COMPLIANCE**

The contractor shall provide certified documentation upon request that the sanitary landfill is in compliance with all applicable State and Federal laws and regulations for the disposal of solid waste of the nature of City's Solid Waste.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

The contractor warrants that the sanitary landfill will maintain compliance with all applicable State and Federal laws and regulations for the disposal of City's Solid Waste during the entire term of the contract and during any renewal period(s) of the contract.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

Materials must be disposed of in a (i) Class I Sanitary Landfill as defined by the regulations of the Tennessee Department of Environment and Conservation, Rule 1200-1-7-.01(3)(a), as a sanitary landfill which serves a municipal institution, and/or rural population and is used or to be used for disposal of domestic waste, commercial waste, institutional waste, municipal solid waste, bulky waste, landscaping and land clearing waste, industrial waste, construction/demolition waste, farming waste, shredded automotive tires, dead animals, and special waste; or (ii) an equivalently qualified sanitary landfill located in another state .

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

The contractor represents and warrants that all existing, prior and future uses at the sanitary landfill comply with and are not in knowingly in violation of, and have not knowingly violated and will not knowingly violate, in connection with ownership, use, maintenance or operation of the sanitary landfill and the conduct of the business related thereto and therein, all applicable federal, state, county, or local statutes, laws, regulations, rules, ordinance, code, rule, regulation, government directive, order or decree, regulating, relating to or imposing liability standards of conduct concerning or affecting, either directly or indirectly, the generation, handling, treatment, storage, transportation, or disposal of any waste, including but not limited to any petroleum, petroleum byproduct (including but not limited to, crude oil, diesel oil, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, and all other liquid hydrocarbons, regardless of specific gravity), natural or synthetic gas, or hazardous, toxic, or regulated substance, product, material, waste, pollutant or contaminant, as may now or at any time hereafter be in effect.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

The contractor further represents that the sanitary landfill has at no time been used, nor will it be used for disposal or treatment of Hazardous Waste or hazardous substances as those terms are defined in any federal statute regulating the disposal or cleanup of such wastes or any similar law of the State the landfill resides in.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

**5. LANDFILL EQUIPMENT**

The contractor shall maintain in good working order scales at the sanitary landfill to be used in weighing City's solid waste. The City may, on a reasonable basis, make inspections of the sanitary landfill and the contractor's scales during normal hours of operation. Inspection shall be made only by authorized employees or authorized agents of the City. Such inspections shall not interfere with the orderly operation of the sanitary landfill.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

Landfill dump pad will be constructed and/or maintained to accommodate garbage trucks with a minimum of 6" clearance.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

**6. LIQUIDATED DAMAGES**

If the vehicles delivering City Solid Waste to the Sanitary Landfill are not able to unload within thirty (30) minutes of arrival within the operating hours set forth in these specifications, due to acts or omissions of the contractor, resulting in additional cost and difficulty in scheduling to the City then the contractor shall agree to pay the City the following sums as liquidated damages, which the City may deduct from sums due to the contractor:

If the vehicle is able to unload within the second 30 minutes of its arrival..... \$50.00  
For each additional 30 minutes that the vehicle is unable to unload..... \$50.00

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

## 7. PRICE ADJUSTMENTS

### 12.1 Consumer Price Index (CPI)

12.1.1 Price adjustments shall be authorized for line items and miscellaneous services based upon the latest version of the CPI for all Urban Consumers for Water, Sewer and Trash collection services (CUUR0000SEHG).

12.1.2 Price adjustments will be made on each anniversary date of the contract.

### 12.2 Methodology

Price adjustments for line items and miscellaneous services shall be calculated by applying the simple percentage method to the CPI data. This method is defined as dividing the index value at the time of the calculation (latest version of the PPI published as of the date of request for price adjustment) by the index value of base period (final published data of the CPI for the base period (date of award), then multiplying the sum by the base price (price at the time of award). Formula is as follows:

$$\frac{\text{Index value at Time of calculation}}{\text{Index value of Base period}} \times \text{price at time of award} = \text{adjusted price}$$

### 12.3 Price Increases

12.3.1 If the CPI for Water, Sewer and Trash collection services has increased for any year during the term of the contract, or any renewals, then Contractor shall receive a price increase for line items and miscellaneous services in accordance with the methodology outlined in this section.

12.3.2 To receive a price increase, Contractor must submit a letter stating the amount of the increase to the City Manager thirty (30) days prior to each anniversary date of the contract. The letter must illustrate the methodology as outlined in this section by stating the index value of base period, index value at time of calculation, base price, adjusted price, actual dollar difference, and percentage of the price increase.

12.3.3 The price increase shall become effective for the immediately succeeding contract year.

### 12.4 Price Decreases

12.4.1 If the CPI for Water, Sewer and Trash collection services has decreased for any year during the term of the contract, or any renewals, the contractor shall pass the decrease on to the City in accordance with the methodology outlined in this section.

12.4.2 Contractor shall notify the City of price decreases in the same way as for price increases set out above. The price decrease shall become effective for the immediately succeeding contract year.

## 8. CONTRACT TERM

The period of this Contract shall be for sixty (60) months, proposed to begin November 1, 2020. This Contract may be extended by the City for five (5) additional successive twelve (12) month periods or portions thereof, up to a cumulative total of one hundred and twenty (120) months, by written notice to the contractor given at least thirty (30) days before the expiration of the term then in existence.

An extension of the term of this Contract will be affected through an amendment to the Contract. If the extension of

the Contract necessitates additional funding beyond that which was included in the original Contract, as adjusted for CPI, the increase in the City's maximum liability will also be affected through an amendment to the Contract and shall be based upon rates provided for in the original contract and proposal.

- END -