

PROJECT DOCUMENTS
FOR
City of Lakeland, Tennessee,
EMERGENCY DEBRIS REMOVAL – CUT AND TOSS



City of Lakeland
SEPTEMBER 2023

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STANDARD
ADVERTISEMENT FOR BIDS
FOR
EMERGENCY DEBRIS REMOVAL – CUT AND TOSS
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 p.m., Local Time, November 21, 2023, for the following:

EMERGENCY DEBRIS REMOVAL – CUT AND TOSS

Bids must be in one sealed envelope with statement thereon "BID ENCLOSED, EMERGENCY DEBRIS REMOVAL – CUT AND TOSS" 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 No bid may be withdrawn for a period of thirty (30) days after the date set for opening thereof.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.

Bidding Documents, including specifications, are currently available from the City of Lakeland website www.lakelandtn.gov.

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 2:00 p.m., Local Time, November 9, 2023 at Lakeland City Hall. Contact for this Project is Matt Brown, Public Works Director (901) 867-4515.

Attendance in the Pre-Bid Conference is not mandatory for Contractors who wish to be considered qualified and/or responsible.

Michael Walker
City Manager

Publish: October 31, 2023
 November 7, 2023

STANDARD
INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS.

1.1 Terms used in these Instructions to Bidders have the meanings 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, 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 the 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, which include the Advertisement for Bids, these Instructions to Bidders, Bid Form, Contract Documents, and Addenda, may be obtained from the City of Lakeland, Engineering Office, 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 Pre-qualification Requirements: Attendance at the Pre-Bid Conference may be considered by the City in determining a Bidder's qualifications. Consult Section 4 below.

3.2 Bidder Qualifications: To demonstrate responsibility to perform the Work, each Bidder must prepare and submit with the Bid written evidence demonstrating Bidder's qualifications including, but not limited to:

- A. Experience – Describe experience in post disaster debris operations and relations with federal reimbursing agencies within the last five (5) years. Name key staff that participated in these operations and their specific responsibilities with respect to this scope of work.
- B. References – Furnish references from these post disaster debris operations.
- C. Response Plan - Demonstrate comprehension of the requirements and explaining the methodology in satisfying the project's scope of services.

3.4 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. PRE-BID CONFERENCE.

4.1 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.

4.2 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.

4.3 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 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. 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. MATERIAL AND EQUIPMENT.

8.1 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.

9. SUBCONTRACTORS, ETC.

9.1 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. If the apparent Successful Bidder declines to make any

such substitution and the Agreement is not awarded to such Bidder for that reason, the Bidder's refusal will not constitute grounds for forfeiting. 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.

10. BID FORM

10.1 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.

10.2 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.

10.3 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.

10.4 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.

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

10.6 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.

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

10.8 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.

11. SUBMISSION OF BIDS.

11.1 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 Bidder Qualifications, 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.

12. MODIFICATION AND WITHDRAWAL OF BIDS.

12.1 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.

12.2 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.

13. 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.

14. 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 and return the Bid Guaranty prior to that date.

15. AWARD OF CONTRACT.

15.1 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.

15.2 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.

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

15.4 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.

15.5 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.

15.6 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 LOWEST Hourly Rate. 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.

15.7 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.

16. PERFORMANCE AND PAYMENT BONDS AND INSURANCE CERTIFICATES.

16.1 The Contractor shall follow the City's requirements in regards to Performance Bonds and Insurance Certificate(s). When the Successful Bidder delivers the executed Agreement to the Owner, it shall be accompanied by the required Bonds and Insurance Certificate(s). All bonds and insurance shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverage so required.

16.2 The Contractor shall furnish a Performance Bond, as required by Tennessee Statutes, in the amount of Fifty Thousand Dollars (\$50,000) as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. All bonds, including Bid Bond and Performance Bond shall be submitted on the forms provided for such purpose by Owner and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the City's requirements, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the City's requirements.

16.3 The Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier,

or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

- A. Workmen's Compensation - Statutory Limit; and,
- B. Employer's Liability, with limits of \$500,000; on all employees.
- C. Comprehensive General Liability (IF USING ISO NEW OCCURRENCE FORM)

General Contractor:

- 1. Bodily Injury: \$1,000,000 per claimant
\$ 1,000,000 per occurrence
\$ 2,000,000 aggregate
- 2. Personal Injury: \$ 2,000,000 aggregate
- 3. Property Damage: \$ 1,000,000 per claimant
\$ 1,000,000 per occurrence
\$ 2,000,000 aggregate

- D. Comprehensive General Liability (IF USING ISO NEW SIMPLIFIED CGL OCCURRENCE FORM)

Contractor:

- 1. General Aggregate: \$2,000,000
- 2. Products-Completed Operations Aggregate: \$2,000,000
- 3. Personal and Advertising Injury: \$2,000,000
- 4. Each Occurrence: \$2,000,000
- 5. Fire Damage (any one fire): 1,000,000
- 6. Medical Expense (any one person): \$5,000

- E. Automobile Liability:

- 1. Bodily Injury: \$1,000,000 each person
\$1,000,000 per accident
- 2. Property Damage: \$1,000,000 each occurrence

- F. Independent Contractors: \$1,000,000

G. Other Insurance:

1. Coverage General Contractor Only –
Umbrella/Excess Policy Amount: \$2,000,000
2. Contractor shall require all subs to carry at least \$500,000 limits in ALL areas described above and provide proof of insurance if required by the Owner.
3. All policies must contain a minimum 30-day notice of cancellation to the Owner.
4. All policies referenced herein shall name the Owner, its agents and executive officers as additional insured.
5. All insurance shall be maintained continuously during the life of the Contract including warranty period, but the Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.

The comprehensive general liability insurance shall include completed operations insurance.

All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Owner and Engineer by certified mail.

All such insurance shall remain in effect until the end of the contract and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work. In addition, the Owner shall be named as an additional insured on the Contractor's general liability, automobile liability, and umbrella liability policies with respect to Contractor's and its Subcontractor's work under the Agreement. The insurance coverage described herein shall in no way limit or relieve Contractor from indemnifying and holding Owner harmless with respect to claims. Nothing herein shall be construed as a waiver of any immunities, defenses or tort liability limits that the City may have under the Tennessee Governmental Tort Liability Act or other applicable law.

Prior to commencement of work, Contractor shall procure and at all times thereafter maintain with an insurer acceptable to the Owner the above referenced minimum insurance protecting the Contractor and Owner against liability from damages because of injuries, including death, suffered by persons, including employees of the Owner, and liability from damages to property arising from or growing out of the Contractor's negligent operations in connection with the performance of this contract.

16.4 Owner shall be responsible for purchasing and maintaining Owner's own liability insurance as it desires, and, at Owner's option, it may purchase and maintain such insurance as will protect Owner against claims which may arise from its operations under the Contract Documents.

16.5 Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor, Subcontractors, or others in the Work. Risk of loss will be borne by Contractor, Subcontractor, or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense

17. 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 Bond. 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: Emergency Debris Removal –
Cut and Toss

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 Unit Price effective through June 30, 2026.
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 required 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 CREW HOURLY RATE, IN NUMERALS: \$ _____

TOTAL CREW HOURLY RATE, IN WORDS: _____
 _____ DOLLARS.

7. Bidder agrees that the work for the City will be as provided above.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
 - B. Itemized Bid Schedule.
 - C. Bidder Qualifications
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: _____

Submitted on _____, 2019.

Bidder is bidding as a _____ (Insert Resident or Non-Resident)

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

EMERGENCY DEBRIS REMOVAL – CUT AND TOSS

BID DATE: _____

COMPANY NAME: _____

ADDRESS: _____

Contractor shall furnish and install items as called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Specifications are to be considered incidental and merged with costs of other related bid items.

ITEM	DESCRIPTION	UNIT	UNIT COST
1	Skid Steer Loader w/Operator	HOUR	
2	Mini Excavator w/Operator	HOUR	
3	Backhoe w/Operator	HOUR	
4	Wheel Loader w/Operator	HOUR	
5	Tracked Loader w/Operator	HOUR	
6	Equipment Transport & Tractor w/Operator	HOUR	
7	Knuckle boom Truck w/Operator	HOUR	
8	Dozer w/Operator	HOUR	
9	Excavator w/Operator	HOUR	
10	Crane w/Operator	HOUR	
11	Bucket Truck w/Operator	HOUR	
12	Mechanized Broom w/Operator	HOUR	
13	Chipper w/2-man crew	HOUR	
14	Dump Truck w/Operator	HOUR	
15	Trailer Dump & Tractor w/Operator	HOUR	
16	Pick-up Truck (no operator)	HOUR	
17	Superintendent w/Pick-Up Truck	HOUR	
18	Supervisor w/Pick-Up Truck	HOUR	
20	Operator w/Chainsaw	HOUR	
21	Laborer w/Tools	HOUR	
22	Traffic Control Personnel w/Signage	HOUR	

Cut and Toss Crew* consisting of:

- A. Loader with Operator
- B. Bucket Truck with Operator
- C. Two Operators w/ Chain Saws
- D. Superintendent with Vehicle

TOTAL CREW HOURLY RATE _____

* Cut and Toss Crew is used for determining the low bidder only. Payment will be made based on actual units of equipment and personnel performing work and approved by the City of Lakeland Emergency Management Director.

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 debris removal from roadways in the event of a natural disaster; 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 **Emergency Debris Removal – Cut and Toss**, 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.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Contract time shall be effective upon execution of this agreement through June 30, 2026. During the contract period the Contractor shall begin work within three hours of Owners request for services.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of the Agreement. Accordingly, Owner and Contractor agree that as liquidated damages for delay in services (but not as penalty) Contractor shall pay Owner Five Hundred Dollars per hour (\$500/hr) beginning after Owner notification not to exceed One Thousand Five Hundred Dollars per day (\$1,500/day).

ARTICLE 4. CONTRACT UNIT 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 for services actually performed based on the unit prices contained in the Bid Form and Itemized Bid Schedule, subject to additions and deductions by Change Order approved by the Owner.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment biweekly per event. The application for payment shall be in a format acceptable to the City of Lakeland and in accordance with federal, state and local rules, regulations and laws. Applications for payment shall include original receipts and all supporting documentation as required by the Federal Emergency Management Association (FEMA). Payment shall be made equal to work completed based on unit prices provided for on the Bid Schedule.

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 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-3, inclusive).
- 8.2 Exhibit "A" - Bid Form and Bid Schedule.
- 8.3 Affidavit of Drug Free Work Program
- 8.4 Addenda
- 8.5 Performance Bond
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Requirements, consisting of two (2) sections
- 8.8 Technical Specifications consisting of one (1) section
- 8.9 Notice of Award.

8.10 Minutes of the Pre-Bid Conference, if any.

8.11 Any modifications, amendments, and supplements on or after the effective date of this Agreement.

ARTICLE 9. MISCELLANEOUS PROVISIONS.

9.1 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.

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: Emergency Debris Removal – Cut and Toss)
DATED this _____ day of _____, 2023.

CONTRACTOR:

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:
CITY OF LAKELAND, TENNESSEE
A Municipal Corporation

By: _____
Cheyenne Carter

By: _____
Michael Walker

Title: City Recorder

Title: City Manager

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

City of Lakeland
10001 Highway 70, Lakeland, TN 38002

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: \$

Description *(name and location)*: Emergency Debris Removal – Cut and Toss

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

(seal)

Contractor's Name and Corporate Seal

By: _____
Signature

Print Name

Title

Attest: _____
Signature

Title

SURETY

(seal)

Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

Print Name

Title

Attest: _____
Signature

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence,

to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

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:

Emergency Debris Removal – Cut and Toss

B. Project Summary:

This project includes the services which are required for the execution of Natural Disaster-related emergency debris removal from roadways within the City of Lakeland Corporate Limits the first seventy (70) hours following a disaster. The contractor shall provide all services described herein and any other services required to complete the project. Activities include field operations and debris management. All debris removal and management services shall be in accordance with all applicable federal and state laws, and environmental regulations. Direction will be given to the Contractor by the City Engineer identifying roads for which the Contractor will be responsible. The City reserves the right to add or delete roadway segments at no additional cost to the City. The City, at its sole discretion, may elect to perform work with in-house forces or additional contract forces.

Proper documentation, as required by Federal Emergency Management Agency (FEMA) or other federal natural disaster response agency shall be provided for all debris removal operations to ensure reimbursement to the City from the appropriate federal agency. All work shall be in accordance with FEMA Public Assistance Program and Policy Guide FP 104-009-2/April 2018.

The City will not provide price adjustments for cost increases or decreases in the price of fuel.

The prime contractor shall be a FEMA prequalified Contractor and is required to perform at least 30% of the work with its own forces.

The work shall begin upon written authorization by the City of Lakeland. No guarantee of minimum or maximum amounts per bid item is made by the City under this Contract. Work shall commence within three hours of notification by the City of Lakeland. A delay in service will result in liquidated damages.

A general description of the work includes the following; however, this is not an exhaustive list:

- Provide equipment, labor, and materials necessary to perform “cut and toss” for clearing of the pavement area of the roadways as directed. “Cut and toss” is defined as cutting and/or pushing the debris off of the roadway sufficiently to allow safe vehicular traffic on all lanes. The services include, but are not limited

to, cutting and removing vegetative debris and other debris to a point two feet beyond the curb and gutter section or to a point two feet beyond the edge of pavement (i.e. 2 feet beyond the paved shoulder or edge of turn lane (s) whichever is further) and vertical clearance of 16 feet as needed.

- Prioritization of debris “cut and toss” will be based on a “sector approach” (as opposed to site to site). Once priorities are established, crews are required to complete entire sectors or corridors prior to moving on to other areas. No streets should be bypassed based on quantity of debris alone unless directed by the Emergency Management Director.
- Remove trees and limbs which are hazardous. A tree is considered “hazardous” if its condition was caused by the disaster; it is an immediate threat to lives, public health and safety, or improved property; it has a diameter breast height of six inches or greater; and one or more of the following criteria are met:
 - a. It has more than 50 percent of the root-ball is exposed;
 - b. It has a split trunk or broken branches that expose the heartwood;
 - c. It has fallen or been uprooted within a public-use area; and/or
 - d. It is leaning at an angle greater than 30 degrees.
- If more than 50% of the root-ball is exposed the stump shall be removed and hole filled. Stump grinding is an acceptable alternative if is less costly than extraction.
- Leaning trees and hanging limbs which are not an immediate hazard shall only be removed when directed by the City or their designated representative.
- Provide traffic control (day and/or night) using current City of Lakeland Standards.
- Ensure all contractor and subcontractor personnel have and utilize personal protective safety gear in accordance with OSHA requirements and company safety policies.
- Coordinate with utility companies, as required, to permit safe removal of debris.
- Provide a minimum of two (2) crews. Superintendent may act as an Operator on one (1) piece of equipment. Each crew shall have a minimum of three (3) men.

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.

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 01650

MEASUREMENT AND PAYMENT PROCEDURES

PART 1 – Description.

All work completed under this Contract will be measured according to the bid items. Units of measurement and dimensions will be shown in these specifications.

1.01 Payment

A. Payments will be made biweekly per event. The Contractor will be compensated only for those services actually provided and approved.

B. Payment amounts will be based on the contract unit price per crew per event.

1.03 Bid Item Descriptions

The cost of all equipment and labor required to complete this project as specified, but not specifically included as a pay item, shall be included in the bid price of its related bid item. No extra pay shall be granted for items that are reasonably foreseen as necessary for the proper completion of the Work.

PART 2 Execution

3.01 Measurement and Payment of Bid Items

A. Cut and Toss Crew

1. Measurement of this item shall be paid by hourly rate of service to provide one cut and toss crew. This item shall include all mobilization to site, work, materials, equipment and personnel required to perform the work, specifically: a rubber tire, bucket truck, two chain saws, equipment operators, and superintendent with vehicle. No separate payment for mobilization to the worksite will be provided. Payment shall be made by the contract unit price per hour.

END OF SECTION

SECTION 01551

TEMPORARY TRAFFIC CONTROLS

PART 1. Description

To establish uniform requirements for detours, signs and barricades, and traffic control plans associated with construction activities performed on or affecting City of Lakeland streets. The work in this article shall consist of furnishing, erecting, maintaining, relocating, and removing temporary traffic control devices at the locations specified on the drawings and as directed by the Engineer. All traffic control devices shall conform to the provision for construction signing as set forth in the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) latest edition.

PART 2 MATERIALS

2.01 Traffic Control Products

A. Sign Panels

1. Sign panels will be constructed of $\frac{3}{4}$ " plywood conforming to plywood sign panels and barricades of the standard specification for road and bridge construction; or 6061-T6 or 5052-H38 aluminum alloy sheeting conforming to ASTM B209.
2. Wood sign panels will be backed with metal backing angles; except that backing is not required for those sign panels 48" x 60" or smaller.
3. Aluminum sign panels will be 0.125" thick and backed with metal backing angles; except that those sign panels 48" x 60" or smaller may be:
 - i. 0.080" thick and backed with metal backing angles or 2 x 4 lumber; or,
 - ii. Unbacked, 0.125" thick.
4. Special signs which are unique to the project, i.e., signs not shown on the plans or included in part VI of the MUTCD, and signs shown on the plans which contain a message that is unique to the project, will be furnished by the contractor, as specified on the plans, and erected by the Contractor. Posts and hardware for fixed special sign installations, and all equipment for portable special sign installations will be furnished by the contractor. Post lengths will be specified by the Engineer. Upon removal, the special sign panels, posts, hardware, and portable installation equipment will remain the property of the Contractor.

- i. Special signs will be erected on fixed mountings unless portable mountings are authorized by the Engineer.
- B. Barrels will be plastic conforming to the MUTCD, with 6” wide reflective stripes.
- C. Temporary markings
 1. Temporary reflective pavement markings will be paint, preformed tape, or raised pavement markers, and will be suitable for use on either Portland cement concrete or asphalt pavements. Minimum acceptable standards are as follows:
 - i. Paint used for temporary markings will be commercially manufactured highway striping paint. The paint will be applied without dilution.
 - ii. All painted stripes will be 4” wide, and will be reflectorized by dropping or spraying glass beads onto the wet paint.
 - iii. The reflective beads will conform to AASHTO Specification M247, Type 1.
 2. Temporary reflective pavement striping tape will be 4” wide, pressure-sensitive tape manufactured for use as pavement striping.
 - i. Striping tape applied to finished pavement surfaces which will be returned to normal traffic use will be a removable type.
 - ii. Striping tape applied to temporary pavement surfaces which will be obliterated may be a non-removable type.
 - iii. Striping tape applied to the surface of intermediate lifts of asphalt pavement may be non-removable type, and may be let in place. If a removable type is used, it will be removed before placing the next lift.
 3. Temporary retro-reflective raised pavement markers manufactured by Astro Optics of Schaumburg, Illinois, Model No. TPM, or Stimsonite Products of Niles, Illinois, Model No. 66, or an approved equal will be acceptable.
 4. Temporary retro-reflective motorist guidance markers manufactured by Davidson Plastic Company of Ken, Washington, Model NO. TRPM, or TOM, or an approved equal will be acceptable.

PART 3 EXECUTION

3.01 Traffic Control Plans

- A. A complete traffic control plan shall be submitted to the Engineer and the Lakeland City Engineering office at least one week prior to the start of construction.
1. Traffic will be permitted to use the street at all times, unless a detour is specifically permitted on the drawings or by the Engineer. Access to all abutting residences and properties shall be maintained to the maximum extent possible.
 2. The Contractor shall construct and maintain temporary crossings, complete with flagmen, whenever necessary to expedite the work or to maintain traffic. The Contractor shall furnish not less than two flagmen at each location where loading or depositing of material requires the turning of the trucks on any highway or street and where the operation of construction equipment endangers traffic. Temporary crossings shall be of ample size to safely carry the load which comes upon them.
 - i. The Contractor shall maintain the streets in a passable condition. The work shall be conducted so as to create a minimum of inconvenience to traffic.
 - ii. Excavations which traverse a street shall be limited to one-half the width of the street at any one time, unless an emergency situation exists which requires that the entire width of the street be excavated. City Engineer's office approval is required prior to excavation traversing an entire street.
 3. The Contractor shall furnish sufficient signs and barricades to facilitate the directing of traffic. Unless directed otherwise by the Engineer, all signs and barricades shall conform to:
 - i. Within the "Manual on Uniform Traffic Control Devices (MUTCD), " latest edition.
 4. The Contractor shall have a sufficient number of barricades and signs on hand prior to the start of the construction
 - i. Each detour sign shall be reflectorized and shall be illuminated with two battery-powered blinkers with six-inch (6") amber lenses.
 - ii. All barricades shall have blinker lights on each end.
 - iii. It shall be the Contractor's responsibility to make necessary checks and inspections of all lights and barricades every day, including Sundays and holidays.
 5. Temporary suspension of work does not relieve the Contractor of the responsibility outlined in the above requirements.

3.02 Permits

- A. The Contractor shall obtain all necessary permits from the City Engineer's office for any closure of any street or portion thereof, as provided in the Lakeland Municipal Code. Along with the permit application, the Contractor shall provide a sketch showing traffic routing and traffic control devices to be used. The construction traffic control sketch shall be approved by the City Engineer's office before the permit is issued.

3.03 Street Closure

- A. The City Engineer may permit the closing of streets to all traffic for a period of time prescribed by the office if, in the City Engineer's Opinion, it is necessary.

END OF SECTION