

**Lake Maintenance
Specifications**

**For the Procurement
Of the Services Of A**

Commercial Tractor and Rotary Cutter

April 1, 2021

Sponsor:

West Tennessee River Basin Authority

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Bid Information

This contract consists of procuring the services of a Commercial Tractor with Rotary Cutter and operator to be employed in flood control maintenance activities in West Tennessee. The work shall be carried out in conformance with schedule coordinated with the West Tennessee River Basin Authority (WTRBA) for maintenance of Flood and Sediment Control Lakes. The point of contact for this project shall be Mr. David Blackwood at the offices of the West Tennessee River Basin Authority in Humboldt, Tennessee, (731) 225-7509.

Estimated quantities are as follows:

Description	Estimated Quantity	Unit
Commercial Tractor w/ Rotary Cutter and Operator Hourly Rate	2000	Hours
Site to Site Mobilization Rate	216	Sites
Site Coordination Hourly Rate	200	Hours

Copies of plans, specifications and contract documents are on file in the office of the **West Tennessee River Basin Authority**, at 3628 East End Drive, Humboldt, Tennessee 38343, and are open for public inspection. A set of such documents may be obtained from the West Tennessee River Basin Authority.

General Specifications

1. Explanation

The Specifications are divided into General Specifications and Detail Specifications. The General Specifications pertain, for the most part, to the relations between the Contractor and the State. The Detail Specifications describe each class of construction work, define and classify materials involved in the work, and explain the manner in which each class of work shall be done and how it will be measured and paid for.

2. Definitions

Whenever the words herein defined or pronouns used in their stead occur in the Contract and Specifications, they shall have the meaning here given. The word "State" shall mean Department of General Services as related to bid and award and the **West Tennessee River Basin Authority** as related to work performance and payment. The word "Commissioner" shall mean either the Commissioner of General Services or the Executive Director of the West Tennessee River Basin Authority or their properly authorized agents acting severally within the scope of the particular duties entrusted to them as described under the above definition of "State". The word "Engineer" shall mean West Tennessee River Basin Authority or its authorized representative.

The word "Contractor" shall mean the person, partnership or corporation entering into a contract for the performance of work or the agent appointed to act for the Contractor in the performance of the work.

The word "Surety" or "Sureties" shall mean the corporation or corporations which have executed a Surety Bond for the Contractor, and whose signatures are affixed to the Bond.

The words "Directed," "Required," "Ordered," "Instructed," "Considered Necessary," or words of like import, shall mean that the direction, requirement, order, instruction, etc., of the Engineer is intended; similarly the words "Approved," "Acceptable," "Satisfactory," or words of like import, shall mean approved or acceptable or satisfactory to the WTRBA Engineer.

Whenever the figures are given in the Specifications after the word "Elevation" or where figures representing elevations are given, they shall mean distance in feet above the U. S. Geological Survey Sea Level Datum or a locally established job site datum, if so noted on the plans.

3. Examinations and Investigations

The offering of a bid by the Contractor for the work under this Contract shall constitute a good and sufficient declaration on the part of the Contractor that he has examined, to his complete satisfaction, the site of the work and adjacent premises, and the various means of approach to the work, and has made all necessary investigations in order to inform himself thoroughly as to the character and magnitude of all work involved in the complete execution of the Contract, and also of the facilities for delivering and handling materials, and that he has familiarized himself with all local conditions and other circumstances that may be encountered in the performance of the work. The offering of the bid shall be a waiver on the part of the Contractor of all claims for extra compensation as a result of his failure to make such examinations and investigations.

4. Equipment

The Contractor shall employ equipment of such size and character that a rate of progress can be maintained that will insure the completion of the work within the time specified in the contract and that will insure a satisfactory quality of work. The approval of the WTRBA Engineer of the Contractor's equipment shall not relieve the Contractor of his obligation to maintain the required rate of progress, in the event the equipment proves to be inadequate.

The Contractor shall not sell or remove equipment or materials that have been installed and that may be necessary for the completion of the work without the written consent of the WTRBA Engineer.

5. Direction of Work

Prior to the start of construction, the Contractor shall call a coordination conference, including his Superintendent, the WTRBA Supervisor of Lake Maintenance, and others as the WTRBA Engineer may direct. The purpose of this meeting is to review the sites included in the Contract, Site Access and Maintenance Schedule to assure complete understanding of the specific responsibilities of each participant and his relationship with the others involved.

The WTRBA Engineer shall have the right to direct the manner in which all work is to be conducted insofar as may be necessary to secure the proper progress and quality of the work, and all directions and instructions of the WTRBA Engineer, or any of his inspectors or other agents shall be carried out by the Contractor. In order to insure the proper completion of the Contract,

the WTRBA Engineer may, if necessary, determine the order of precedence in which any part of the work shall be commenced and carried on.

The Contractor agrees that notwithstanding the general supervisory control that may be exercised by the WTRBA Engineer and State over the work to be done under the terms of this contract and the specifications, that his responsibilities and liabilities are those of an independent Contractor.

6. Inspection of Work

All work and material furnished shall be subject at all times to a thorough and minute inspection by the Lake Maintenance Supervisor. The Contractor shall permit access at all times to every part of the work and to all points where materials to be used in the work are manufactured, procured or stored.

7. Determination of Quantities and Measurements

The WTRBA Engineer shall approve all quantities and amounts of work performed.

8. Changes and Alterations

The State reserves the right to make any alterations, eliminations or additions that it may deem necessary in the work to be done, or any part thereof, and to make any variations on the quantity of work to be done, provided that any such alterations, eliminations, and additions shall not materially alter the general character of work as a whole.

If such changes diminish the quantity of work to be done, they shall not constitute a claim for damages for loss of anticipated profits on the work already done or material already furnished or used in the work. The State shall make payment to the Contractor for such work or materials at the unit price stipulated in the Contract. If by reason of changes the amount of work is increased, such increase shall be paid for according to the quantities actually done, and at the unit price established for such work under the contract.

9. Defective Work and Materials

If the work should be damaged in any way, or if any defects not readily detected by inspection develop before the final acceptance of the whole work, unless hereinafter otherwise specified, the Contractor shall correct such damage or defect without additional compensation. If the Contractor shall fail to reconstruct any defective or damaged work after reasonable notice, the

WTRBA Engineer may cause such work to be reconstructed and the expense thereof shall be deducted from the amount to be paid to the Contractor.

If upon any work that is defective or damaged, the imperfection, in the opinion of the Engineer, is not sufficiently important to require reconstruction, the State shall have the right to make such deductions as the WTRBA Engineer may determine to be just and reasonable, from the amounts due or to become due the Contractor instead of requiring the imperfect part to be reconstructed.

10. Time and Order of Completion

Determination as to whether the required rate of progress is being maintained may be made at any time after the work has started, by comparing the value at the contract price of the amount of work done, with the value at the Contract price of the amount of work necessary to have been accomplished during such period in order to have maintained the prescribed rate of progress. In determining progress; the work shall be assumed to have begun at the date of the Purchase Order, and proper consideration shall be given to any extensions of time that may have been granted. Any failure to maintain the required rate of progress, after taking into consideration extensions of time that have been granted, shall be a breach of contract, just as would be a failure to complete the entire work within the specified time.

Contract term is for fiscal and payment purposes only and does not alter stated time for completion.

Contract term may be extended for final inspection and fiscal reasons without comment, but extension of contract term to alter completion times must be requested in writing to the **West Tennessee River Basin Authority** and a copy of this request signed by the director and forwarded to the state contract administrator.

Assessment of damages shall be the sole responsibility of the engineer and the Director of the Authority.

11. Extension of Time

Delays due to causes beyond the control of the Contractor, other than those that, in the opinion of the WTRBA Engineer, reasonably would be expected to occur in connection with the performance of the work, may entitle the Contractor, to an extension of time for completing the work sufficient to compensate for such delay. No extension of time shall be granted, however,

unless the Contractor shall, within fifteen (15) days from the beginning of the delay, notify the WTRBA Engineer in writing of such delay, and of the time of beginning and the cause of the same. After work is resumed, the WTRBA Engineer will determine the extension of time, if any, that shall be allowed the Contractor, and his decision shall be binding and conclusive on both parties.

12. Hindrances and Delays

The Contractor shall bear all loss or damage for hindrances or delays, from any cause, during the progress of any part of the work under the Contract and also all loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen conditions encountered in connection with the work, or from any other cause whatever. No charge other than that included in the Contract price for the work shall be made by the Contractor against the State for such loss or damage.

13. Payment Determinations

During the progress of the work, and about once a month, the WTRBA Engineer will make an estimate of the amount and value of the work done and materials incorporated into the work by the Contractor. The WTRBA Engineer may, at his discretion, defer a current estimate until the value of the work done and materials incorporated into the work since the preceding estimate is in excess of \$500.

As soon as practicable after a current estimate is made by the WTRBA Engineer, the State shall pay the Contractor 100 percent of the value, at the unit price or prices stipulated in the Contract, of the work done and the materials incorporated into the work since the preceding estimate.

14. Final Payment

As soon as practicable after the work covered by the Contract has been completed in a manner satisfactory to the WTRBA Engineer and the State, the WTRBA Engineer will prepare a final determination showing the total amount of work done under the Contract and value thereof and the amount due the Contractor under such final determination. Final payment will be made at that time by the State. All prior estimates and payments shall be superseded by and shall be subject to correction in the final determination. Final payment will be held by the State until the

Contractor furnishes the State with an affidavit as to payment of labor and material bills furnished and used on this Contract, and acceptance and approval of payment has been received by the State from the Bonding Company or Surety. Thereupon the State shall release the Contractor's bond and any contractual responsibilities attached thereto. Final acceptance of the work, and release of the Contractor's bond, shall also be a release to the State from all claims against the State on account of this Contract.

15. Conduct of Work

The work to be performed under these Specifications consists of procuring the services of a Commercial Tractor with Rotary Cutter and operator to be employed in Flood Control maintenance activities in West Tennessee. The work shall be carried out in conformance with permits issued to the West Tennessee River Basin Authority (WTRBA) for construction of stream restoration projects. It is desired that all work be carried on in such a manner as to interfere to as small a degree as possible with the adjacent wetlands. The Contractor shall be required to carry on work in a manner to accomplish the desired end. The Contractor assumes full liability for any damage to persons, land, crops or property caused by his failure to carry out the work as herein required.

16. Contractor's Representative and Workman

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

Detailed Specifications

1 --- Description of Work

The work to be performed under these Specifications consists of procuring the services of a Commercial Tractor with Rotary Cutter and operator to be employed in flood control maintenance activities in West Tennessee. This contract consists of procuring the services (including skilled operators) of a commercial tractor with rotary cutter for the purpose of Flood Control Structure Maintenance. Maintenance includes mowing WTRBA easement areas on Flood Control Structures across West Tennessee as shown in TABLE 1. It is desired that all work be carried on in such a manner as to interfere to as small a degree as possible with adjacent wetlands and other natural resources. The Contractor shall be required to carry on work in a manner to accomplish the desired end. The Contractor assumes full liability for any damage to persons, land, crops or property caused by his failure to carry out the work as herein required.

2 --- Quality Control

The Contractor shall establish and maintain quality control for the work specified in this section to assure compliance with contract requirements and maintain records of his quality control for all construction. A copy of these records and tests, as well as the records of corrective action taken, shall be furnished to the WTRBA Engineer.

3 --- Right-of-Way

3.1 General

The lands, easements, and rights-of-way for work under the Contract will be provided without cost to the Contractor. However, the Contractor shall make his own arrangements with the appropriate owners or organizations for transporting his equipment across, over or under, highways, bridges, private property, and utility lines and shall provide at his own expense any additional rights-of-way or easements required to effect such crossings, including insurance requirements of owners.

3.2 Utility Lines in Right-of-Way

The Contractor shall make his own arrangements with the owners of utility lines if located within the right-of-way for re-routing or altering of power and communication lines as may be necessary to provide clearance for the construction of the work adjacent thereto. No separate payment, as such, will be made for the alternation of these utility lines and the costs in connection therewith will be considered as an incidental expense to the Contractor. The Contractor shall exercise special care in working in the vicinity of the utility lines to prevent damage thereto or injury to the Contractor's employees or others. Any damage to the utility lines or interruption of service occasioned by the Contractor's operations shall be repaired and the service restored promptly at his expense.

Special Specifications

All the work covered under this contract shall be performed as specified in the following standard specifications; unless ordered different by the WTRBA Engineer.

Payment for all work covered under this contract shall be made under three (3) bid items: Commercial Tractor with Rotary Cutter, Site to Site Mobilization Rate, and Coordination Hourly Rate. Payment, at the contract unit price, for these items shall constitute full compensation for furnishing all equipment (including operators) and performing all labor for the performance of the work specified herein.

Commercial Tractor with Rotary Cutter Hourly Rate

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

Site to Site Mobilization Rate

Shall be paid to the contractor as compensation for movement of equipment from site to site. Mobilization can be by driving the tractor with rotary cutter from site to site or mobilization using heavy equipment transport. The method of moving from site to site will be at the discretion of the contractor and will be paid on a lump sum basis.

Coordination Hourly Rate

Shall be paid to the contractor as compensation for inspection, coordination, and any other personnel time that is required of the contractor, on-site, towards execution of the contract outside the duties of maintenance work and office administration. This line item is for a single representative of the contractor and multiple personnel will not qualify for additional hourly rates.

The Contractor shall commence work within 30 days of written Notice to Proceed and shall continue to work at a reasonable rate of progress as determined by the WTRBA Engineer. The Contractor shall keep detailed records of hours worked, along with starting and stopping time, “downtime” for maintenance or weather and the nature of such “downtime”, and the progress made in relation to maintained Flood Control Structures each day. Copies of these records shall be submitted along with requests for payment. Maintenance, fueling, repairs and lunch breaks are not considered normal production hours, and will not be paid as such.

Construction Specifications

A- Stream Construction

A-1 General

All work be carried on in such a manner as to interfere to as small a degree as possible with the adjacent wetlands and other natural resources. The Contractor shall be required to carry on work in a manner to accomplish the desired end. The Contractor assumes full liability for any damage to persons, land, crops or property caused by his failure to carry out the work as herein required. Said provider shall perform operations for a stipulated hourly rate.

A-2 Commercial Tractor with Rotary Cutter

- a. A tractor of 120HP or greater with dual rear wheels and front counterweights to ensure safe operation of slopes up to 35%. Other features; Front Wheel Assist, Cab Roll-over Protection w/ Seatbelts, Driveshaft guard to prevent entanglement of vines and debris.
- b. The rotary cutter shall be a minimum of 15-feet in cutting width with a maximum of 20-feet.
- c. The Contractor shall provide a skilled operator compensated as a minimum "Class C" according to State of Tennessee Wage Rates.

A-3 Maintenance/Repairs

The contractor shall be responsible for all maintenance, repairs and servicing of the particular piece of equipment. The contractor shall maintain all necessary equipment. Maintenance, fueling, and repairs, are not considered normal production hours, and will not be paid as such.

A-4 Rental with Necessary Personnel

It shall be understood that the contractor, by offering an hourly unit-price for, "*Commercial Tractor with Rotary Cutter*" shall be obligated to provide all equipment, support personnel, and any and all expertise as needed, during the course of the contract, to perform the contract work, as described previously herein.

A-5 Work Area

The equipment with operator and all necessary support personnel may be required to work anywhere west of the Tennessee River, within the state of Tennessee.

A-6 Contract Duration

The Contract will cover a period of 2 years.

A-9 Vendor Liability

The vendor/contractor shall assume all responsibility for the operation and risk associated with the execution of the project, as outlined in the specifications, or as directed by the WTRBA and/or its duly appointed agent(s).

A-10 Method of Payment

Payment shall be made at the contract unit prices. Such payments will constitute full compensation for all labor, materials, equipment, including, operation, maintenance, fuel costs, all personnel costs, including per diem, mobilization, and all miscellaneous, and incidental costs necessary for the completion of the work specified.

A-11 Working Conditions

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