

Project Manual
For
Lakeland City Hall
Security Improvements



The City of Lakeland, Tennessee
June 2016

TABLE OF CONTENTS

SECTION	PAGE
Advertisement for Bids	3
Instructions to Bidders	5
Bid Form	14
Standard Bid Bond	18
Standard Agreement Between Owner and Contractor	20
Standard Performance Bond	25
Drug-Free Workplace Affidavit	29
General Conditions of Contract	30
Project Specifications	47
Project Drawing	APPENDIX A

STANDARD
INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS.

1.1 Terms used in these Instructions to Bidders have the meanings assigned to them in the Standard General Conditions, as modified by the Supplementary Conditions unless otherwise stated herein.

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

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

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

C. Bid Documents: Prior to award of the contract, all documents in the Bid Package are considered "Bid Documents." This includes the Advertisement for Bid, Instructions to Bidders, Bid Forms, Bond Forms, Sample Agreement, Standard General Conditions, Supplementary Conditions, 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, Bid Bond and the Instructions to Bidders; the executed performance and payment bonds; 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, Bid Bond, 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 5 below.

3.2 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.

3.3 Bidding Preferences: Pursuant to T.S. 12-4-802 whenever the lowest responsible and responsive bidder on a public construction project in this state is a resident of another state which is contiguous to Tennessee and which allows a preference to a resident contractor of that state, a like reciprocal preference is allowed to the lowest responsible and responsive bidder on such project who is either a resident of this state or is a resident of another state which does not allow for a preference to a resident contractor of that state.

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.

A Pre-bid Conference will be held at the time and place stated in the "Advertisement for Bid." Attendance at the Pre-bid Conference is not mandatory.

The purpose of the Conference is to review project requirements and provide bidders an opportunity to visit the project site to make their own determination of existing conditions.

Minutes will be taken of the Pre-bid Conference, and thereafter consulted as a bidding document.

5. EXAMINATION OF CONTRACT DOCUMENTS AND SITE.

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

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

5.2 Reference is made to the Supplementary Conditions, for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which has/have been relied upon by Engineer in preparing the Drawings and Specifications. The City will provide copies of such reports for review to any Bidder requesting them (if applicable). These reports are not guaranteed as to accuracy or completeness. Before submitting a Bid each Bidder will, at its own expense, make such additional investigations and tests as the Bidder may deem necessary to determine the time, price, and other terms and conditions of the Contract Documents.

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

5.4 The lands upon which the work is to be performed, right-of-way for access thereto and other lands designated for use by Contractor in performing the work are identified in the Supplementary Conditions, Special Provisions, and/or Drawings.

5.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that: Bidder has read and understands the Bidding Documents and the Bid is made in accordance therewith; Bidder has visited the site and become familiar with the local conditions under which the work is to be performed; Bidder assumes responsibility for estimating properly the difficulties and costs of successfully performing the work; Bidder has complied with every requirement of these instructions; and that the Bidding Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for performance of the Work.

6. AVAILABILITY OF LANDS.

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

7. INTERPRETATIONS.

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

8. BID GUARANTY.

8.1 A Bid Guaranty in the form of a properly executed Bid Bond payable to the City in the amount of not less than 5% of the total base bid amount must accompany each bid. Pursuant to T.S. 12-4-201, in lieu of a Bid Bond, the following securities or cash may be substituted at the percentage rate required for such bond: United States treasury bond or general obligation bond or certificates of deposit irrevocably pledged from a state or national bank having its principle office in Tennessee or a state or federal saving and loan association having its principal office in Tennessee, or any state or national banks or state or federal savings and loans associations that has its principal office located outside of Tennessee and that maintains a branch in this state, or a letter of credit or cash. The successful Bidder will be required to execute an Agreement with the City, in the form supplied in the bidding documents, within thirty (30) days after Notice of Award is issued. The Notice of Award shall serve as notice that the Agreement is ready for execution. The Bid Guaranty shall be forfeited as liquidated damages if the Bidder fails to execute the Agreement within thirty (30) days after such Notice is issued, or fails to provide proper Bond or other form of Guaranty, as approved. The Bid Guaranty, if a Bid Bond, shall be executed by a surety or guarantee company authorized to do business in Tennessee. The Attorney-in-Fact who executes the Bond on behalf of the surety shall affix a certified and current copy of its Power of Attorney from the surety. No other type of Bid Guaranty will be accepted. The City may proceed against a Bid Guaranty unless either: a) the Agreement has been executed by Contractor and Performance, and Labor and Material Payment Bonds have been furnished, as required; or, b) the specified time has elapsed so that Bids may be withdrawn; or, c) the Bid has been rejected. .

8.2 The Bid Guaranty of the Successful Bidder will not be released unless and until such Bidder has executed the Agreement and furnished the required contract Bond(s). If the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Bonds within thirty (30) days of the Notice of Award, or fails to proceed with the performance of the Contract, the City may annul the Notice of Award and the Bid Guaranty of that Bidder will be forfeited as liquidated damages, it being agreed that exact damages are difficult or impossible to calculate, and the Bid Guaranty amount is the best estimate.

9. CONTRACT TIME.

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

10. LIQUIDATED DAMAGES.

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

11. MATERIAL AND EQUIPMENT.

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

11.2 Materials containing asbestos will not be accepted.

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

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

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

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

12. SUBCONTRACTORS, ETC.

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

13. BID FORM

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

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

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

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

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

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

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

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

14. SUBMISSION OF BIDS.

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

14.2 *Contractors' Licenses, Bids* Contractors and electrical, plumbing, and HVAC subcontractors who do jobs costing \$25,000 or more must be licensed by the state (T.C.A. § 62-6-102, T.C.A. § 62-6-111). Officials issuing a permit or work order to an unlicensed contractor are guilty of a Class A misdemeanor (T.C.A. § 62-6-120). The name, license number, license expiration date, and classification of contractors applying to bid on jobs must appear on the bid envelope when the bid is more than \$25,000. If the bid is less than \$25,000, only the name of the contractor must appear on the outside of the envelope. Upon opening the envelope, if the bid exceeds \$25,000, the bid is automatically disqualified (T.C.A. § 62-6-119(b)). The name of a prime contractor who does electrical, plumbing, heating, ventilation and air conditioning must appear on the outside of the envelope. Failure of a bidder to comply voids the bid, and it may not be opened. It is a Class A misdemeanor for any person to disregard the above requirements. Municipalities may not impose additional licensing requirements on state-licensed contractors (T.C.A. § 62-6-111(i)(2)(c)). T.C.A. § 62-6-137, however, allows municipalities to require a permit bond for contractors to ensure that the contractor complies with applicable laws and ordinances. Approving the permit bond program requires a two-thirds vote of the governing body.

15. MODIFICATION AND WITHDRAWAL OF BIDS.

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

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

16. OPENING OF BIDS.

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

17. BIDS TO REMAIN EFFECTIVE.

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

18. AWARD OF CONTRACT.

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

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

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

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

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

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

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

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

19. PERFORMANCE AND PAYMENT BONDS AND INSURANCE CERTIFICATES.

The General and Supplementary Conditions set forth the City's requirements as to Performance and Payment 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).

19.1 Pursuant to T.S. 12-4-201, no contract shall be let for any public work in this state, by any city, county or state authority, until the contractor shall have first executed a good and solvent bond to the effect that the contractor will pay for all the labors and materials used by the contractor, or any immediate or remote subcontractor under the contractor, in such contract, in lawful money of the United States. The bond to be so given shall be for twenty-five (25%) of the contract price on all contracts in excess of one hundred thousand dollars (\$100,000). Where advertisement is made, the condition of the bond shall be stated in advertisement; provided that T.S. 12-4-201 shall not apply to contracts of one hundred thousand dollars (\$100,000) or less.

20. SIGNING OF AGREEMENT.

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

END OF SECTION

BID FORM

PROJECT IDENTIFICATION: City of Lakeland, Tennessee
Project Description: Lakeland City Hall
Security Improvements

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 by September 30, 2016 and completed and ready for final payment not later than October 7, 2016 in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. 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 materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ _____

TOTAL BASE BID, IN WORDS: _____
_____ DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. 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.
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.
 - B. Itemized Bid Schedule.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: _____

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Bidding Documents.

Submitted on _____, 2016.

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

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

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.)

STANDARD
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as Principal, and _____ as Surety, are hereby held and firmly bound, unto the City of Lakeland, Tennessee a Municipal Corporation as OWNER, in the penal sum of _____ Dollar(s) (\$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns, which represents five percent (5%) of the Principal's Total Base Bid.

The Condition of the above obligation is such that whereas the Principal has submitted to the City of Lakeland, Tennessee a certain BID, whereby it has offered to enter into an Agreement in writing with OWNER, for the Lakeland City Hall Security Improvements.

NOW, THEREFORE,

A. If said BID shall be rejected; or,

B. If said BID shall be accepted and the Principal shall execute and deliver the Agreement to OWNER within thirty (30) days after Notice of Award (which shall constitute presentation of the Agreement to the Principal for the purpose of execution) and shall furnish Guarantors as provided in the Bidding Documents for this Project for Principal's faithful performance of said Agreement and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall otherwise proceed with the performance of said Agreement, then this obligation shall be void, otherwise the same shall remain in full force and effect and OWNER may proceed against the BOND. It is expressly understood and agreed, however, that the liability of Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by an extension of the time within which the OWNER may accept such BID, to a maximum of ninety (90) days after its submission to OWNER; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, this ____ day of _____, 2016.

**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 security improvements to Lakeland City Hall; 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 Lakeland City Hall Security Improvements project, Lakeland, Tennessee.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Lakeland Engineering Office, 10001 U.S. Highway 70, Lakeland, Tennessee. The City of Lakeland 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 Work will be substantially completed by September 30, 2016 and completed and ready for final payment in accordance with Paragraph 25 of the General Conditions by October 7, 2016.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Paragraph 35 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner one Hundred Dollars (\$100.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner One Hundred Dollars (\$100.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

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 a not-to-exceed total contract price of _____, subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the Total Base Bid contained in the Bid Form and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Paragraph 26 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 26 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

5.1.1 During the course of the Contract progress payments will be made in an amount equal to 95% of the Work completed, less in each case the aggregate of payments previously made.

5.1.2 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to 95% of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 25 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City in accordance with Tennessee Statutes 54-5-122. Before final acceptance of the project as having been finally completed, the contractor shall furnish evidence of payment in full for materials and labor to the City in accordance with Tennessee 54-5-122. When this is done, full settlement may be made with the contractor, but not until thirty (30) days' notice is some newspaper published in the county where the work is done, if there is a newspaper there, and if not, in a newspaper in an adjoining county that settlement is about to be made and notifying all claimants to file notice of their claims with the officials and the period for filing shall not be less than thirty (30) days after the last published notice. In the event claims are filed, the officials shall withhold a sufficient sum to pay the claims in the same way and manner as is provided for claimants making claims against contractors dealing with the Department of Transportation in accordance with Statutes 54-5-123, and claimants may bring suits against contractors in the way and manner provided in 54-5-124, as suits are brought against contractors dealing with the department. Where claims are allowed by the Courts, Statutes 54-5-125 and 54-5-127 shall be applicable.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Tennessee Statutes Section 66-11-104 et seq., withheld percentages for Contracts exceeding \$500,000.00 will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in

a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Tennessee Statutes Section 66-11-104. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Tennessee Statutes Section 66-11-104 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. 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 8. 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 Bid Form
- 8.4 Affidavit of Drug Free Work Program
- 8.5 Addenda No. _____
- 8.6 Performance Bond
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.

- 8.8 General Conditions of the Construction Contract (16 Pages).
- 8.11 Project Specifications (11 Pages)
- 8.12 Notice of Award.
- 8.13 Notice to Proceed.
- 8.14 Minutes of the Pre-Bid Conference, if any.
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 27 and 28 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

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.

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 _____, 2016.

ATTEST:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:
CITY OF LAKELAND, TENNESSEE
A Municipal Corporation

By: _____
 Jessica Millspaugh
Title: City Recorder _____

By: _____
 Wyatt Bunker
Title: Mayor _____

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)*: Lakeland City Hall Security Improvements

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

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

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

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

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: _____

STANDARD GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

- A. “Addendum” or “addenda” means any changes, revisions, or clarifications of the contract documents, which have been agreed to by the parties to the contract, including any changes, revisions, or clarifications of the contract documents by the owner prior to the time of receiving bids.
- B. The “City” shall mean the City of Lakeland acting through its authorized representative(s).
- C. The “contract documents” shall consist of advertisement for bids, instructions to bidders, form of bid or proposal, the signed agreement, bonds and insurance, the general conditions of contract, the drawings and the specifications including all modifications thereof, incorporated in any of the documents before the execution of the agreement.
- D. The “contract time” is the period of time allotted in the contract documents for completion of the work.
- E. “Day” shall mean a calendar day of twenty-four (24) hours measured from midnight to the next midnight unless otherwise stated.
- F. “Dispute” shall mean lack of agreement between any parties that have any obligations, duties, or responsibilities under the terms of the contract, drawings, or specifications.
- G. “Engineer” shall mean the architect, consulting engineer, City Engineer, or other representative, as designated by the owner.
- H. “Extra Work” shall mean such additional labor, materials, equipment, and other incidentals as are required to complete the contract for the purposes for which it is intended, but is not shown on the drawings or called for in the specifications, or is desired by the owner in addition to that work called for in the drawings and specifications.
- I. The “Owner” shall mean the City of Lakeland acting through its authorized representative(s).
- J. “Subcontractor” shall mean anyone (other than the contractor) who furnished at the site, labor, materials and/or equipment under an agreement with the contractor, but shall not include any person who furnishes services of a personal nature.
- K. “Work” shall mean the furnishing of all labor, material and/or equipment under an agreement with the contractor, but shall not include any person who furnishes

services of a personal nature.

- L. “Written notice” shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm, or corporation, or if delivered at, or sent by registered mail to, the last known business address.

2. EXECUTION AND CORRELATION OF DOCUMENTS

The agreement shall be signed in duplicate by the owner and the contractor.

The contract documents are intended to be complimentary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; plans will govern over special conditions; special conditions will govern over general conditions; general conditions will govern over specifications. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards. Measurements as calculated by the engineer shall govern in all cases.

3. ROLE OF ENGINEER

The relationship of the engineer, as defined in this contract, is that of the owner’s agent or representative. In that capacity, he shall be responsible for the general superintendence of the project.

4. DESIGN, DRAWINGS AND INSTRUCTIONS

It is agreed that the owner will be responsible for the adequacy and efficiency of drawings and specifications. The owner, or the engineer as the owner’s representative, shall furnish drawings and specifications which adequately represent the requirements of the work to be performed under the contract. All such drawings and specifications shall be consistent with the contract documents and shall be true developments thereof. The owner may, during the life of the contract, issue additional instructions by means of drawings or other media necessary to illustrate change in the work.

Unless otherwise provided in the contract documents, the owner will furnish to the contractor free of charge all copies of drawing and specifications reasonably necessary for the execution of the work. The plans and specifications are intended to cover the complete installations and any minor details not shown or described, but necessary for the successful working of the installations, must be furnished by the contractor without additional cost.

5. MATERIALS

Unless otherwise stipulated, the contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new, and both workmanship and materials shall be of good quality. The contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

6. SURVEYS

Unless otherwise specified, the owner shall furnish all surveys, and establish all base lines for locating the principal component parts of the work, together with a suitable number of bench marks adjacent to the work. The owner shall develop and make all detailed surveys needed for construction, such as slope stakes, batter boards, stakes for pile locations and/or other working points, lines and elevations, with the assistance of the contractor to insure the contractor's familiarity with these details.

The contractor shall carefully preserve bench marks, reference points and stakes; and in the case of willful or careless destruction, he shall be charged with the resulting expense, and shall be responsible for any mistake that may be caused by the unnecessary loss or disturbance.

7. PERMITS, LICENSES, AND REGULATIONS

Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the contractor. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the owner, unless otherwise specified. The contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the contractor observes that the drawings and specifications are at variance therewith, Contractor shall promptly notify the engineer in writing of any necessary changes in the work.

8. OMISSIONS

Omissions from the drawings or specifications, or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings or specifications, or which are customarily performed, shall not relieve the contractor from performing such omission or misdescribed details of work, but they shall be performed as if fully and clearly set forth and described in the drawings and specifications. Such obvious omissions supplied by the contractor shall be without cost to the owner, but any change in drawings or specifications directed by the owner shall be made in accordance with general contract conditions.

If the contractor, in the course of the work, finds any discrepancies between the drawings and the physical conditions of the locality, or any errors or omissions in drawings, or in the layout as given by survey points and instructions, Contractor shall immediately inform the owner in writing and the owner shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the contractor's risk.

9. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts or neglect on the part of the contractor, any other contractor or any subcontractor shall suffer loss or damage on the work, the contractor shall settle with such other contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the owner on account of any damage alleged to have been so sustained, the owner will notify the contractor, who shall defend at Contractor's own expense, any suit based upon such claim, and, if any judgment or claims against the owner shall be allowed, partial payment due the contractor shall be withheld until the contractor pays or satisfies such judgment or claim, and pays all costs and expenses in connection therewith.

10. PROTECTIONS OF THE PUBLIC AND OF WORK AND PROPERTY

The contractor shall provide and maintain all necessary watchmen, barricades, warning lights, and signs, and take all necessary precautions for the protection and safety of the public. It shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the owner's property from injury or loss arising in connection with this contract. Contractor shall be responsible for any damages, injury, or loss to his work, and to the property of the owner resulting from lack of reasonable protective precautions, except such as may be due to errors in the contract documents or caused by agents or employees of the owner. Contractor shall adequately protect adjacent private and public property as provided by law and the contract documents.

In an emergency affecting the safety of life or property, the contractor is, without special instructions or authorization from the engineer, hereby permitted to act at Contractor's discretion within the law, to prevent such threatened loss or injury, and shall assume sole responsibility for such acts. Contractor shall also act, without appeal, if so authorized or instructed by the engineer.

11. CERTIFICATES OF INSURANCE

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

- B. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- C. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

12. CONTRACTORS INSURANCE

A. 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:

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

General Contractor:

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

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

Contractor:

- a. General Aggregate: \$2,000,000
- b. Products-Completed
Operations Aggregate: \$2,000,000
- c. Personal and
Advertising Injury: \$2,000,000
- d. Each Occurrence: \$2,000,000
- e. Fire Damage (any one fire): 1,000,000
- f. Medical Expense

(any one person): \$5,000

4. Automobile Liability:

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

5. Independent Contractors: \$1,000,000

6. Other Insurance:

- a. Coverage General Contractor Only –
Umbrella/Excess Policy Amount: \$2,000,000
- b. 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.
- c. All policies must contain a minimum 30-day notice of cancellation to the Owner.
- d. All policies referenced herein shall name the Owner, its agents and executive officers as additional insured.
- e. 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.

- B. The comprehensive general liability insurance shall include completed operations insurance.
- C. 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.
- D. All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work. In addition, Contractor shall maintain such completed operations insurance for at least two (2) years after final payment and furnish owner with evidence of continuation of such insurance upon final payment and one (1) year thereafter. 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.

- E. 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.

12. OWNERS LIABILITY INSURANCE

- A. 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.

13. PROPERTY INSURANCE

- A. Contractor shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof. This insurance shall:
 - 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 - 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 - 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. 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."
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 12 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 12.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 12 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, 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.

14. RECIEPT AND APPLICATION OF INSURANCE PROCEEDS

Any insured loss under the policies of insurance required by Paragraphs 13.A and 13.B will be adjusted with Contractor and Owner and the proceeds made payable to Contractor and Owner. Such proceeds shall be held by Owner and Owner shall serve as trustee for the insured's, as their interests may appear. Owner shall distribute the proceeds in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the monies so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

12. HOLD HARMLESS

The contractor shall indemnify and hold harmless the owner against any and all damages to property or injuries to, or death of any person or persons, including property and employees or agents of the owner, and shall defend, indemnify, and hold harmless the owner from any and all claims, demands, suits, actions, or proceedings of any kind or nature including workman's compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection therewith, including operations of subcontractors. Insurance coverage specified herein and, in the special conditions, constitutes the minimum requirements, and said requirements shall in no way lessen or limit the liability of the contractor under the terms of the contract. The contractor shall procure and maintain, at Contractor's own cost and expense, any additional kinds and amounts of insurance which, in Contractor's own judgment, may be necessary for Contractor's proper protection in the prosecution of the work.

13. SUPERINTENDENCE

The contractor shall keep on the work during Contractor's progress a competent superintendent and any necessary assistants. The superintendent shall represent the contractor, and all directions given to the superintendent shall be binding as if given to the contractor. Important decisions shall immediately be confirmed in writing to the contractor. Other directions shall be so confirmed on written requests in each case. The contractor shall give efficient superintendence to the work using his best skill and attention.

14. CORRECTION OF WORK

The contractor shall promptly remove from the premises all materials and work condemned by the owner as failing to meet contract requirements, whether incorporated in the work or not. The contractor shall promptly replace and execute Contractor's own work in accordance with the contract, and without expense to the owner, and shall be at the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the contractor does not take action to remove such condemned materials and work within ten (10) working days after written notice, the owner may remove them and may store the material at the expense of the contractor. If the contractor does not pay the expense of such removal and storage within ten (10) working days thereafter, the owner may, upon ten (10) working days' written notice, sell such materials at auction or at private sale, and shall pay to the contractor any net proceeds thereof, after deducting all costs and expenses that should have been borne by the contractor.

15. SUSPENSION OF WORK

The owner will have the authority to suspend the work in writing, wholly or in part, because of the failure of the contractor to correct conditions unsafe for the workmen or the general public, for failure to carry out provisions of the contract, for failure to carry

out orders, for such periods as Owner may deem necessary because of suitable weather, for conditions considered unsuitable for the prosecution of the work, or for other conditions or reasons deemed necessary and in the public interest.

The contractor may voluntarily suspend his operations because of seasonal or other conditions unsuitable for construction work. In the latter case, an order to suspend the work may or may not be required or issued.

Prior to suspension due to any cause, the contractor shall take necessary precautions to protect the work during the period of suspension. Repair or damage incurred during the suspension period shall be the responsibility of the contractor as follows:

- A. If the suspension of the work is due to seasonal conditions, the contractor shall take the necessary precautions to protect the work from any factors that would contribute to its deterioration.
- B. During the suspension of the work as ordered by the owner, due to the contractor's failure to correct conditions which are unsafe for the workmen or the general public, or to carry out orders given, or to perform any provisions of this contract, or if the Contractor voluntarily suspends the work when weather or other conditions are not prohibitive to the accomplishment of the work, the contractor shall be solely responsible for all maintenance of the work during the suspension period.

16. THE OWNER'S RIGHT TO TERMINATE CONTRACT

If the contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed as a result of Contractor's insolvency, or if Contractor should persistently or repeatedly refuse or shall fail, except for cases in which extension of time is provided, to provide skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors for labor or materials, or should persistently disregard laws, ordinances, or other instructions of the owner, or if Contractor should otherwise substantially violate the terms and provisions of the contract, the contractor shall be deemed to be in default, then the owner may, without prejudice to any other right or remedy, and after giving the contractor and the surety of Contractor's bond seven (7) days' written notice, terminate the employment of the contractor, and take the possession of the premises and finish the work by whatever method Owner may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess will be paid to the contractor. If such expenses shall exceed such unpaid balance, the contractor shall pay the difference to the owner. The expense incurred by the owner as herein provided and any damage incurred through the contractor's default shall be documented by the owner.

17. REMOVAL OF EQUIPMENT

In the case of termination of this contract before completion from any cause whatsoever, the contractor, if given written notice to do so by the owner, shall promptly remove all of Contractor's equipment and supplies from the property of the owner. If the contractor fails to do such, the owner shall have the right to remove and arrange for storage of such equipment and supplies at the expense of the contractor.

18. CLEANUP

The contractor shall remove, at Contractor's own expense, from the owner's property and from all public and private property, all temporary structures, rubbish and waste materials resulting from Contractor's operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such disposal granted to the contractor by the owner thereof.

19. SUBCONTRACTORS

The contractor shall, as soon as practicable after signing the contract, notify the owner in writing of the names of subcontractors proposed for the work.

The contractor agrees that contractor is as fully responsible to the owners for the acts, omissions, and work product of his subcontractor, and of persons either directly or indirectly employed by subcontractor, as contractor is for the acts and omissions of persons directly employed by contractor.

Nothing contained in the contract documents shall create any contractual relation between the subcontractor and the owner.

20. RIGHTS OF VARIOUS INTERESTS

Whenever work being done by the owner's or by the contractor's forces is contiguous to work covered by this contract, the respective rights of the various interests involved shall be established by the owner to secure the completion of the various portions of the work in general harmony. The owner reserves the right to let other contracts or authorize other work in connection with this project. The contractor shall afford utility companies and other contractor's reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate contractor's work with theirs.

21. CONSTRUCTION AND COST SCHEDULES.

Immediately after execution and delivery of the contract, and before the first partial payment is made, the contractor shall deliver to the owner an estimated construction progress schedule in a form satisfactory to the owner, showing proposed dates of commencement and completion of each of the various subdivisions of the work, and the

anticipated amount of each monthly payment that will become due to the contractor in accordance with the contract schedule. This schedule will be subject to revision by the contractor, at the request of the owner, should significant variations occur between estimated and actual billing amounts. Prior to submittal of any partial payment request, the contractor shall also furnish on forms to be supplied by the owner (a) a detailed estimate giving a complete breakdown of the contract price; and, (b) periodic itemized estimates of the work done for the purpose of making partial payments thereon.

The costs employed in making up any of these schedules will not be considered as fixing a basis for additions to, or deductions from, the contract price.

22. DECISIONS OF ENGINEER.

All disagreements, disputes, or controversies of any kind, between parties hereto, relative to the proper performance of this contract, including the materials used or the manner or methods of performance, shall be submitted for decisions, to the engineer, whose judgment, when rendered, shall be conclusive between parties.

23. CONTRACTOR'S RESPONSIBILITY FOR WORK

Until final written acceptance of the project by the engineer, the contractor shall have charge of the project and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause whether rising from the execution, or from the non-execution of the work. The contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance, and shall bear the expense thereof except damage to the work due to unforeseen causes beyond the control of, without the fault, or negligence of the contractor including, but not restricted to, acts of God, of the public enemy, or of governmental authority.

24. ASSIGNABILITY

The contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the owner: provided, however, that claims for money due or to become due the contractor from the owner under this contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the owner.

25. ACCEPTANCE AND FINAL PAYMENT

A. Upon due notice from the contractor of presumptive completion of the entire project, the owner will make an inspection. If all work provided for and contemplated by the contract is found to be completed to Owner's satisfaction, that inspection shall constitute the final inspection; and the owner will make the

final acceptance and notify the contractor in writing of this acceptance as of the date of final inspection.

If however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the owner will give the contractor the necessary instruction for correction of the same, and the contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the owner will make the final acceptance and notify the contractor in writing of the final acceptance as of the date of final inspection.

After the contractor has submitted and executed forms required by the contract, the project will be considered complete and the contractor will be entitled to the entire sum due after deducting all previous payments and all amounts to be retained or deducted under the provisions of the contract subject to Section 26.B.

- B. Final payment shall be in accordance with Tennessee Statutes which publication will commence after the date of issuance of the Certificate of Substantial Completion, provided the work is then fully completed, any claims or bills are satisfied, and the contract has been fully performed.

26. PARTIAL PAYMENT

Based upon applications for payment submitted to the owner by the contractor, and upon approval by the owner, the owner shall make partial payments on the contract sum to the contractor as provided in the conditions of the contract as follows:

- A. On or about the 25th of the month, there shall be paid an amount of money equal to ninety-five percent (95%) of the amount of material and labor satisfactorily incorporated and placed in the subject project or on the premises or at some other location agreed upon in writing, provided any such payment request is submitted to the owner by the 5th of the month.
- B. The contractor shall submit with each requisition for money, bills covering all material installed or delivered to the job, if requested by the owner. Such bills shall be delivered to the owner on the billhead of the person or firm supplying the materials and shall show that these materials have been furnished to the job. Such bills will be receipted by the owner.
- C. Request for payment will not be honored unless they are accompanied by the above mentioned receipted bills when requested by the owner.
- D. All necessary documents, including but not limited to, the contractor's bond, construction and cost schedules, payment request forms, and evidence of compliance with any State, local, or Federal requirements associated with this

project, must be received by the owner prior to approval of any payment request. The contractor will be informed of the necessary submittals at the time of the preconstruction conference.

27. CHANGES IN THE WORK

The owner may make changes in the drawings and specifications or scheduling of the contract within the general scope and at any time by written order. If such changes add to or deduct from the contractor's cost of the work, the contract shall be adjusted accordingly. All such work shall be executed under the conditions of the original contract, except that any claim for extension of time caused thereby shall be adjusted at the time, and as part of ordering such change.

In giving instructions, the owner shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purposes of work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order by the owner, and no claim for an addition to the contract sum shall be valid unless the additional work was so ordered.

28. EXTRA WORK - CHANGE ORDERS

Changes in the work which require a deduction or addition to the contract price will be handled as follows:

- A. If unit prices are established in the agreement, the unit prices shall govern. The value of such increased or decreased work will be determined by actual measurement of the quantities involved. No limit will be fixed for such increased or decreased quantities, nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase nor decrease the original contract price by more than twenty-five percent (25%).
- B. If unit prices are not established in the agreement, the Contractor shall prepare an itemized proposal, detailing the material and labor costs and associated markups necessary for the completion of the work.
 - 1. If the proposal is acceptable, a change order for a firm price will be prepared and signed by the owner and contractor.
 - 2. If the proposal is not acceptable and agreement cannot be reached, the owner may order the contractor to proceed on a time and material basis. A time and material basis is defined as the net cost of the contractor's labor, material and insurance plus fifteen percent (15%) of said cost to cover overhead and profit; the total amount not to exceed a specified amount. Itemized statements of such costs shall be made available to the owner in a form satisfactory to the owner.

29. DEDUCTIONS FOR UNCORRECTED WORK

If the engineer deems it inexpedient to correct work that has been damaged or that was not done in accordance with the contract, an equitable deduction from the contract price shall be made therefore unless the contractor elects to correct the work.

30. PAYMENT WITHHELD PRIOR TO FINAL ACCEPTANCE OF THE WORK

The owner, as a result of subsequently discovered evidence, may withhold or nullify the whole or part of any payment certificate to such extent as may be necessary to protect owner from loss caused by:

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicating probable filing of claims by other parties against the contractor.
- C. Failure of the contractor to make payments properly to subcontractors, or for material or labor.
- D. Damage to another contractor.

31. WARRANTY

The contractor shall warrant, for a period of one (1) year from the date final payment is received by the contractor, all materials and work performed under this contract against any defects, and shall promptly remedy any such defects and pay for all damages resulting therefrom. The owner shall give notice of such defects with reasonable promptness. This warranty shall survive final acceptance, advertising and final payment and completion of the work.

32. TIME FOR PERFORMANCE

The contractor shall commence performance of work under this contract within ten (10) days after being notified in writing by the City to commence work, and the contractor shall fully complete the work by October 7, 2016, plus such extension or extensions of time as may be granted by the City in accordance with the general conditions.

33. DETERMINATION AND EXTENSION OF CONTRACT TIME

The date on which the work included in the contract is to be completed will be known as the contract completion date. The contract completion date is a fixed calendar date, and it shall be the date on which all work on the project shall be completed. The contract completion date may be extended for extra work required for delays or other conditions beyond the control and without the fault of the contractor or for increased quantities of

work. The contractor's plea that insufficient time was specified is not a valid reason for extension of time. Request for extension of the contract completion date due to delays shall be made to the engineer in writing by the contractor within ten (10) days after the time of occurrence of the delay. Such request shall set forth the reason Contractor believes will justify the granting of his request. The engineer will consider such request and, if justified, will issue a supplemental agreement for approval. Upon approval, a new contract completion date will be established and shall then be in full force and effect the same as though it were the original date for completion. Any time required to complete the work beyond the contract time (either original time or amended time) will be assessed liquidated damages in accordance with provisions of the contract. The extension of time for completion shall also be allowed for any delays in the progress of work caused by any act (except as provided elsewhere in these general conditions) or negligence, of the owner or owner's employees, or by any delays in the furnishing of drawings and necessary information by the owner, or by any other cause which, in the opinion of the owner, entitled the contract to an extension of time including, but not restricted to, acts of the public enemy, acts of any government in either its solvent or equitable contractual capacity, fires, floods, or labor disputes.

34. RIGHTS OF OWNER

The owner reserves the right to enter upon the site of this project for the purpose of inspections or such other business as the owner deems necessary. The contractor shall supply the owner with a list of persons on the job site and in the contractor's office to contact when and if needed pursuant to this contract.

35. LIQUIDATED DAMAGES FOR DELAY

The owner is authorized to deduct out of money due or to become due to contractor under the contract, as damages for noncompletion of work within time stated for its completion. The \$100.00 per day for each and every day employed on said work which may exceed time stated in agreement for completion. The \$100.00 per day, are hereby, in view of the difficulties of estimating damages to owner for delay, agreed on as the liquidated damages that the owner will suffer by reason of such default and not by way of penalty.

36. GOVERNING LAW

This agreement has been executed by the parties hereto on the day and year first above written, and shall be governed by the laws of the State of Tennessee. The contractor shall also comply with all applicable laws, ordinances and codes of local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this agreement.

37. GOVERNMENTAL CLAIMS ACT

The City does not waive any right or rights it may have pursuant to the Tennessee Governmental Claims Act and the City specifically reserves the right to assert any and all

rights, immunities, and defenses it may have pursuant to the Tennessee Governmental Claims Act.

END OF SECTION

PROJECT SPECIFICATIONS

1. GENERAL

1.1 GENERAL PROJECT CONDITIONS:

- A. These specifications state the minimum acceptable characteristics for materials and equipment and define, in general terms, the operation of the Access Control system to be installed and made fully operational by the selected Security System Contractor for the Lakeland City Hall Security Improvements Project. Except as noted, the selected Security System Contractor shall have total “turn-key” responsibility for ensuring the system is installed consistent with the manufacturer's specifications and that all applicable fire, electrical, and building codes and standards are met. All devices shall be ADA compliant and installed in an ADA compliant manner.
- B. It is the intent of the City to purchase all security system devices and software from a single Security System Contractor. The Security System Contractor shall have sole responsibility for ensuring all components and software are installed and fully functional and integrated in accordance with these specifications.
- C. During the course of planning and installation, the Security System Contractor shall identify a “Project Manager” specifically to deal with the security installation, who will be responsible for the implementation and supervision of this project and either be on site daily during the installation phase or be available by wireless phone. The Project Manager shall also attend scheduled job and project construction meetings to report on progress and resolve installation problems. All work shall be coordinated with the City.
- D. All components of this system shall be installed in a workmanlike manner in strict adherence to the manufacturer's specifications and applicable codes. The Security System Contractor shall be responsible for all costs associated with installation of this equipment.
- E. The Security System Contractor will be responsible for the system wire, connectors, wire support devices, installation, project management, and engineering.

1.2 PROJECT SCHEDULE:

- A. The project shall have specific milestones for construction and installation. Project infrastructure will need to be substantially complete by September 30, 2016 and complete and ready for final payment by October 7, 2016.

- B. In order to clarify any issues or questions during the proposal development process questions should be in writing and faxed or e-mailed (preferred) to Emily Harrell, PE, eharrell@lakelandtn.org or (901) 867-5418.

After review, the questions and answers will be e-mailed in an addendum to all parties who are known to be developing responses. Questions will be received until June 24, 2016, 4:30 pm., with a final response by June 27, 2016, 4:30 pm.

1.3 QUALIFICATION OF SECURITY SYSTEM CONTRACTORS:

- A. The System Contractor preparing responses for this project shall submit a statement describing their company and provide examples and five references of the successful completion of jobs of similar size and scope. This Security System Contractor must have a minimum of five years of design and installation experience working with similar Security System integration projects.
- B. The Security System Contractor will identify all Subcontractors (electrical, door hardware, etc.) they intend to utilize on the job and the qualifications of these Subcontractors. Security System Contractor and Subcontractors must be able to demonstrate their ability to place sufficient factory trained and qualified personnel on the job to complete the project, within the proposed schedule, with a list of references of similar size projects.
- C. Prior to the commencement of work, the Security System Contractor shall provide documentation that they employ trained staff with experience in deploying such systems. These employees must work out of a local office within 50 miles of the project site.

1.4 DRAWINGS AND SPECIFICATIONS:

- A. The Security System Contractor shall carefully study the Drawings and Specifications, and shall at once report any error, unforeseen circumstances, inconsistency or omission he may discover.
- B. The intent of the Project Drawings and Specifications are to include all items necessary for the proper execution and completion of the Work.
- C. The Project Drawings and Specifications are complementary, and what is required by any one shall be as binding as if required by both.

1.5 SECURITY SYSTEM CONTRACTOR PROPOSAL:

- A. The Project Drawings and specifications represent the level of system design to be provided by the Security System Contractor. The Security System Contractor shall provide within their bid package, the following elements:
 - 1. Complete Bill of Material outlining device model numbers, counts, individual cost, etc.
 - 2. City of Lakeland Bid form, completed.
 - 3. Product cut sheets, samples, etc., for each device.
- B. The Security System Contractor's design work is subject to review and approval by the Security Design Consultant.
- C. The Security System Contractor shall submit their proposed payment terms as part of the bid package. The City reserves the right to negotiate these terms with the Security System Contractor after award of the project.

1.6 SUMMARY OF REQUIRED DOCUMENTATION IN BID PACKAGE:

- A. Documentation to be provided by the Security System Contractor in response to this bid shall include:
 - 1. Bid Form and Bid Bond.
 - 2. Qualification Statement and References.
 - 3. Project Team Bio's and Résumés
 - 4. Other information as noted in Section 1.5

1.7 SUBMITTALS:

- A. Within 15 days from receipt of the Notice of Award, the Security System Contractor shall provide a submittal package to the Security Design Consultant for approval. No on-site work shall begin until the City and their Security Consultant approve the Initial submittals. A minimum of three complete copies of each item is required to make a complete submittal and shall include:
 - 1. Manufacturer's product data sheets that may have not been submitted with the bid proposal.
 - 2. Point to point wiring diagram indicating wire type and device connectivity.
 - 3. Equipment mounting details as necessary.

4. Shop drawings as necessary.

5. Installation schedule.

1.8 DOCUMENTATION TO BE PROVIDED BY THE SECURITY SYSTEM CONTRACTOR AT PROJECT COMPLETION:

- A. A complete set of as-built drawings, electronically in AutoCAD 2007 or above, and at least three (3) hard copies of the drawings will be provided in a size not less than ANSI C 22"x17" within 30 days after system acceptance. As-built drawings shall show all wire runs, devices, device wiring, data panel layout and wiring, system interfaces, and mounting details.
- B. Two (2) printed user's manuals and one electronic copy on disk delineating all aspects of the Installed Systems.
- C. Manuals and data sheets for all associated hardware and software. Each manual shall be within a hardbound, loose-leaf binder containing a table of contents with chapter section tabs.
- D. Original software with manufacturers' label, license and warranty information.

1.9 ACCEPTANCE AND TESTING:

- A. Prior to the final acceptance of this system by the City, the Security System Contractor shall complete a comprehensive test to ensure that all components of the system are fully functional. The Security System Contractor will forward a written report of the test results to the City and/or their consultant.
 - 1. Following completion of the initial testing and correction of any noted deficiencies, conduct a five-day burn-in test. The intent of such test shall be to prove the Security System by placing it in near real operating conditions. During this period the Security System shall be fully functional and programmed such that all points, interfaces, controls, reports, messages, prompts, etc. can be exercised and validated. Record and correct any system anomaly, deficiency, or failure noted during this period. Scheduling of the final acceptance test shall be based on a review of the results of this burn-in test.
 - 2. Deliver a report describing the results of functional tests, burn-in test diagnostics, calibrations, corrections, and repairs, including written certification to the City that the installed Security Systems have been calibrated, tested, and are fully functional as specified herein.

3. Upon written notification from the Security System Contractor that the Security Systems are completely installed, integrated and operational, and the burn-in testing completed, the City and their consultant will conduct a final acceptance test of the entire system.
 4. Prior to the final acceptance test, coordinate the City for security related construction clean up and patch work requirements.
 5. All equipment shall be on and fully operational during any and all testing procedures. Provide all personnel, equipment, and supplies necessary to perform all site testing.
- B. Upon written notification of successful testing, the City and their consultant may conduct a final acceptance test. This test may include but is not limited to:
1. A physical examination of each system component to ensure proper installation of newly purchased equipment and materials.
 2. A physical test of each system component to verify proper operation.
 3. A thorough testing of all interfaces as indicated in these specifications.
 4. A physical inspection of all wire and cable runs and connections.
 5. A physical inspection that all wire is run tied and bundled with a high level of workmanship and quality.
 6. A review of all manuals and system documentation for completeness.
 7. Review that training is completed.
- C. A punch list will be established for all nonconforming tests and will be forwarded to the Security System Contractor. The Security System Contractor will provide in written form within two (2) working days of receipt of the report their plan to address all nonconforming items and time frame for completion.
- D. Once all work is found to be acceptable and in compliance with the Project Drawings and Specifications, the Security System Contractor will issue a letter of "Beneficial Use" indicating start date of system warranty.
- E. The Security System shall not be considered as accepted by the City until all punch list items from the acceptance testing have been removed.

1.10 WARRANTY:

- A. The Security System Contractor shall provide a complete parts and labor warranty on all purchased system components, associated with this purchase for a period of one year following system/subsystem acceptance. Manufacturer's warranties of more than one year shall be honored. The warranty period shall commence upon official acceptance of all parts of the system by the City and/or the Security Consultant. The system shall be accepted as a whole and not as individual subsystems. Security System components include all hardware, software, firmware, devices, and other materials and labor unless specifically excluded in this document. This warranty shall also include a manufacturer's software maintenance agreement and shall be all inclusive of the cost and installation of software updates, revisions, and patches for a period of two years after system acceptance. Upon project completion, the most recent commercially available software version shall be installed. The exception shall be new version releases (1.x).
 - 1. Warranty services shall be next business day by a factory-trained technician properly equipped to handle service if Security System Contractor is notified before 12:00 noon
 - 2. A service office staffed with technicians or residential service personnel specifically trained in the operation and maintenance of the proposed system shall be within a 50-mile radius of Lakeland, TN.

1.11 DISCLOSURE OF NONCONFORMING OPERATION OR EQUIPMENT:

- A. The City desires to make an informed decision regarding the Security System being purchased and installed for this facility.
- B. The Security System Contractor shall disclose any other requirements within these specifications, which they are not able to perform and/or which fall outside the scope of their quotation. The form of this disclosure shall be by letter clearly identifying these noncompliant items and describing how the Security System Contractor intends to address these issues. Absent such disclosure, the Security System Contractor shall be responsible for ensuring that their systems will fully operate as outlined in these specifications without additional cost to the Project or other parties.
- C. The Security System Contractor may elect to provide a modified or re-engineered approach to meet the criteria set forth within these specifications or may be able to identify a cost saving solution based on the use of available technologies. This shall be clearly identified within the Security System Contractor's proposal and is subject to rejection should it be discovered that the proposed solution does not meet the intent of these specifications taking into consideration future growth and capacity needs for this project.

- D. Security System Contractors are requested to review each part of this written specification and indicate in writing that they 1) Comply or 2) Do Not Comply. For non-compliant items, the Security System Contractor shall provide their recommended alternative.

1.12 TRAINING:

- A. The Security System Contractor shall provide, at no additional cost, a 2 hour on-site training session for the City Administrative and Contract IT staff in the proper operation and management of systems.
- B. Training, provided at times convenient to the City, shall include a comprehensive review of the system's operation and specific training in all operator and system management functions. Training will include a walk-through of the system and device locations.
- C. Informal training sessions may occur during project implementation and installation to assure the owner has adequate knowledge for basic system operations before formal training. This training will not be counted against the 2 hours.

1.13 SECURITY SYSTEM WIRE:

- A. The Security System Contractor shall provide all wire in support of each security device and to each door or portal controlled or monitored, communications, etc. All wire shall be plenum rated and ran above finished ceiling or concealed in walls in public areas, or protected in conduit or wire mold, and meet the systems manufacturers recommended specifications.
- B. All wire shall be Plenum Rated, UL listed and shall meet all national, state and local code requirements.
 - 1. Wire installation shall be certified and run continuous from device location to the termination point with no splices.
 - 2. Wire run to field devices and system data panels shall be neatly installed with wire ties as appropriate, pulled tight with slack removed, and routed in such a way to allow for free access to the equipment located within the device enclosure.
 - 3. All wire shall be marked at both ends using marker or other permanent methods such as cable marking tape. Spare cables shall be marked appropriately and neatly bundled out of the way.
 - 4. No exposed wire is permitted in public areas.

5. Wire may run open once inside secured data closets or the security equipment room, however, shall be bundled and run through wire guides, harnesses, or other cable management devices.

1.14 WIRE PATHWAYS

- A. Exterior mounted junction boxes should be made weather tight.

1.15 ACCESS CONTROL DOORS

- A. Access control door rough-in is the responsibility of the Security System Contractor. The Security System Contractor will be providing a complete access control system and shall be responsible for the complete connection of the electrified door locking devices to the system. The Security System Contractor shall be responsible to provide appropriate hardware for specific electrified door locking applications, including but not limited to electronic door strike, door hardware power supply, armored door cord, and a custom desktop door control console; software; controllers; proxy readers; and switch.

- B. Equipment List:

City Hall

- 6 – Ethernet Integrated Door Controllers
- 6- Proxy Readers
- 4 – Door Strikes
- 1 – 24 port POE Switch
- 1 – Access Control Software (minimum 100 doors)
- 6 - Cat6 Cable Drops

IH Clubhouse/Sr. Center

- 3 – Ethernet Integrated Door Controllers
- 3- Proxy Readers
- 1 - Door Strikes
- 1 - 5 port POE Switch
- 3 - Cat6 Cable Drops

Owner will provide network access, IP addresses for door controllers and POE switch, and server space for software.

1.16 SYSTEMS PROGRAMMING:

- A. All Security Systems shall be completely programmed before being turned over to the City.
- B. Security System Contractor will work with a City designee to program IP addresses, user names and pass-codes, authority levels, etc.

END OF SECTION