

BID DOCUMENTS
FOR
CITY HALL ROOF



CITY OF LAKELAND, TN
AUGUST 2016

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STANDARD
ADVERTISEMENT FOR BIDS
FOR
CITY HALL ROOF
FOR
CITY OF LAKELAND
LAKELAND, TENNESSEE

Notice is hereby given, pursuant to Tennessee Statute Section 16-19-104, the City of Lakeland, Tennessee, will receive sealed bids until 2:00 p.m., Local Time, August 30, 2016, for the following:
CITY HALL ROOF

Bids must be in one sealed envelope with statement thereon "BID ENCLOSED, CITY HALL ROOF" and be submitted to the receptionist at the City of Lakeland, Tennessee 10001 U.S. Highway 70, at or before the above stated time. Bids will be opened publicly, read aloud, and tabulated by the City Manager, or his Designee, at the above stated time and place, unless an alternative site is designated in writing prior to the time of Bid Opening. No bid may be withdrawn for a period of thirty (30) days after the date set for opening thereof. The City of Lakeland, Tennessee reserves the right to reject any or all bids and to waive any informalities or technicalities in the bidding; provided, however, that any bid received after the time specified will not be considered.

Bidding Documents, including specifications, are available on the City of Lakeland website www.lakelandtn.gov or at Lakeland City Hall, 10001 U.S. Highway 70, Lakeland, Tennessee 38002.

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

A Pre-Bid Conference will be held at 1:00 p.m., Local Time, August 24, 2016, at Lakeland City Hall. A site tour may be held to review the Project following this conference. Attendance in the Pre-Bid Conference is not mandatory for Contractors who wish to be considered qualified and/or responsible. Contact for this Project is Emily Harrell, P.E. at (901) 867-2717.

Jim Atkinson
City Manager

Publish: August 16, 2016
August 23, 2016

STANDARD
INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS.

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

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

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

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

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

2. COPIES OF BIDDING DOCUMENTS.

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

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

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

3. QUALIFICATIONS OF BIDDERS.

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

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

4. PRE-BID CONFERENCE.

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

5. EXAMINATION OF CONTRACT DOCUMENTS AND SITE.

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

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

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

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

6. AVAILABILITY OF LANDS.

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

7. INTERPRETATIONS.

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

9. CONTRACT TIME.

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

10. LIQUIDATED DAMAGES.

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

11. MATERIAL AND EQUIPMENT.

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

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

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

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

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

12. SUBCONTRACTORS, ETC.

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

13. BID FORM

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

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

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

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

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

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

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

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

14. SUBMISSION OF BIDS.

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

15. MODIFICATION AND WITHDRAWAL OF BIDS.

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

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

16. OPENING OF BIDS.

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

17. BIDS TO REMAIN EFFECTIVE.

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

18. AWARD OF CONTRACT.

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

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

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

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

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

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

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

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

19. INSURANCE CERTIFICATES.

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

20. SIGNING OF AGREEMENT.

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

EXHIBIT "A"
STANDARD
BID FORM

PROJECT IDENTIFICATION: City of Lakeland, Tennessee
Project Description: City Hall Roof

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 October 28, 2016, and completed and ready for final payment not later than November 4,, 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. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement, submit insurance certificates 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.
- D. Each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Statute 12-12-106

5. Bidder will complete the Work for lump sum as stated below:

TOTAL BASE BID, IN NUMERALS: \$ _____

TOTAL BASE BID, IN WORDS: _____

_____ DOLLARS.

ADD ALTERNATE #1, IN NUMERALS: \$ _____

ADD ALTERNATE #1, IN WORDS: _____

_____ DOLLARS

- 7. Bidder agrees that the work for the City will be as provided above.
- 8. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
- 9. Communications concerning this Bid shall be addressed to:

Address of Bidder: _____

Submitted on _____, 2016.

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

IF BIDDER IS:

AN INDIVIDUAL

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

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

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

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

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

(State of Incorporation or Organization)

By: _____ (seal)

(Title)

(Seal)

Attest: _____

Business Address: _____

Phone Number: _____

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

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 a new roof on 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 City Hall Roof, Lakeland, Tennessee.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Lakeland Engineering Office, 10001 U.S. Highway 70, Lakeland, Tennessee, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract documents in connection with completion of the Work in accordance with the Contract documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by October 28, 2016, and completed and ready for final payment by November 4, 2016.
- 3.2 Liquidated Damages. If the Contractor fails to perform the work in the manner specified by this Agreement, the City may, at its option, assess the Contractor for each day that the work is not performed. Before assessing liquidated damages, the City will notify the Contractor of the problem and allow the Contractor twenty-four (24) hours to take corrective action. The assessment shall be one hundred dollars (\$100) per day. The total assessment will not exceed the amount of the performance bond. If, after further written notice, the Contractor fails to take corrective action the City may terminate this Agreement and enter into an agreement with another Contractor, or may perform the work itself. The cost of performing the work will be deducted from any amount due the Contractor per the bid sheet.

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 _____ Dollars (\$ _____), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 -- BS-1) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

The Owner shall pay the Contractor the bid price for work completed and approved as provided for in the Bid Form. Invoices shall be submitted monthly and shall be itemized by location and/or service performed. The City retains the right to alter areas serviced and has the option of increasing or decreasing the service level (regularity of mowing) depending on the seasonal necessity.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS.

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

- 6.1 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.
- 6.2 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 7. CONTRACT DOCUMENTS.

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

- 7.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 7.2 Joint Account Agreement or Letter of Forfeiture waiving same (if applicable)
- 7.3 Exhibit "A" - Bid Form
- 7.4 Affidavit of Drug Free Work Program
- 7.5 Addenda

- 7.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 7.8 General Requirements
- 7.9 Technical Specifications
- 7.10 Notice of Award.
- 7.11 Notice to Proceed.
- 7.12 Minutes of the Pre-Bid Conference, if any.
- 7.13 Any modifications, amendments, and supplements on or after the effective date of this Agreement.

ARTICLE 9. MISCELLANEOUS PROVISIONS.

9.1 The Contractor hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

ARTICLE 10. TERMINATION OF CONTRACT

10.1 The Owner or Contractor may terminate this Contract anytime by providing sixty (60) days written notice to Owner or Contractor of intent to terminate said Contract. In such event, all finished work completed by the Contractor under this Contract shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

10.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner through damages sustained to the Owner, by virtue of termination of the Contract by Contractor or any breach of the Contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Owner from the Contractor are determined.

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: City Hall Roof)

DATED this _____ day of _____, 2016.

ATTEST:

By: _____

Title: _____

ATTEST:

By: _____

Jessica Millspaugh

Title: City Recorder

CONTRACTOR:

By: _____

Title: _____

OWNER:

CITY OF LAKELAND, TENNESSEE

A Municipal Corporation

By: _____

Wyatt Bunker

Title: Mayor

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

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

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

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

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

Notary Public

My commission expires: _____

SECTION 01010

SUMMARY OF WORK

A. Project Identification:

City Hall Roof

B. Project Summary:

This project consists of improvements to the roof on Lakeland City Hall located at 10001 Highway 70, Lakeland TN. The shingled roof on the Main and East buildings shall be replaced. The flat roof and EDPM on west wing shall be recoated. The remaining shingled roof on the west and south wings shall be included as Add Alternate #1.

- The existing shingled roof, underlayment, flashing and pipe boots shall be removed and disposed of.
- The new asphalt shingles shall be Malarkey Highlander Series or approved equal. Color will be selected by owner.
- All materials (underlayment, pipe boots, flashing, ice and water shields) shall be per manufacturer's specifications to ensure warranty.
- EDPM/Westernmost flat roof shall be coated with Gaco S-2000 Silicone or approved equal.
- Power vent over Main Building (Board Room) shall be replaced.
- All construction material shall be removed and properly disposed of in accordance with State and local regulations within the time limits of the project.

C. Particular project requirements.

1. Apply for, obtain, and pay for permits when required to perform the work.
2. The Contract Documents are intended to provide the basis for proper completion of the work suitable for the intended use of the Owner. Anything not expressly set forth but which is reasonably implied or necessary for proper performance of the project shall be included.
3. The Provisions are written in the imperative mode. Except where specifically intended otherwise, the subject of all imperative statements is the Contractor. For example, "furnish..." means "Contractor shall furnish..."

END OF SECTION

SECTION 1100

GENERAL REQUIREMENTS

A. HOURS OF WORK

1. The Contractor may perform the work between the hours of 7:00 AM and 7:00 PM Monday through Friday. No work shall be done on Sundays.

B. EQUIPMENT AND MATERIALS

1. The Contractor shall be responsible for furnishing all necessary labor, tools, fuel, maintenance, equipment, etc. for the complete performance of all work under this contract.
2. All equipment must be maintained and in a safe operating condition.

C. DAMAGE/PERSONAL INJURY

1. The Contractor shall conduct operations in such a manner that he does not damage the existing ground areas, trees, shrubs, utilities, buildings, vehicles, or other structures.
2. In the event damage occurs by reason of roofing operations, the Contractor shall replace or repair same, at his own expense, in like kind, and as directed by City Manager or designee. If damaged property resulting from the Contractor's operations has to be repaired or replaced by the City, the cost of such work shall be deducted from monies due the Contractor
3. The Contractor shall report to the City any and all accidents involving property damage or personal injury immediately following said accident or discovery of damage.
4. The Contractor shall be responsible for handling all claims made for damages by private citizens in a timely manner. The City is to be notified of all claims and corrective actions taken within five (5) working days.
5. The City shall be indemnified and held harmless for any and all accidents and/or damage.

D. INSURANCE

1. The Contractor shall furnish and maintain in full force and effect, during the entire period of this Agreement, policies of insurance including Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Indemnity.

2. The Contractor shall carry the following types of insurance with the minimum limits specified below:

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

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

E. SUPERVISION AND SAFETY

1. The Contractor shall be responsible for the supervision and direction of the work performed by his employees and shall, at all times, provide a full time manager or crew leader on the premises to carry out that responsibility.
2. The Contractor shall exercise precaution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed. The City Manager or his authorized representative may require the Contractor to discontinue hazardous work practices upon written notice.

F. UNINTERRUPTED SERVICE

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

G. OBSERVANCE OF LAWS AND ORDINANCES

1. The Contractor shall secure all permits, insurance, and licenses imposed by law and ordinance, pay all charges and fees, and give all notices necessary and incidental to the

due and lawful prosecution of the work regarding the obstruction of streets and driveways, maintaining signals and open passageways, and protecting the same where exposed. The contractor shall follow all special regulations included in the City of Lakeland Tree Management Ordinance and Lakeland Stormwater Ordinance.

H. MISCELLANEOUS CONDITIONS

1. Attorney Fees and Litigation: In the event that there is a court action filed to interpret, enforce or in any way challenge the terms and conditions of this Contract, Contractor expressly agrees to fully and completely indemnify, reimburse and fully compensate the City of Lakeland for any and all attorney fees and costs of such litigation incurred.
2. Interpretation and Severability: If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provisions shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid or unenforceable provision was not a part of this contract. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid.
3. Waivers and Modifications: This Contract sets forth all of the terms and understandings between the parties with reference to the subject matter set forth herein and may not be waived, changed, discharged or terminated orally or by any course of dealing between the parties, but only an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought. The failure of the City to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Contract, or to exercise any right herein conferred, in any one or more instances, shall not be construed as a waiver of the same or any other term, condition, undertaking or right.
4. No Challenge to Validity of Agreement: The parties agree that this Contract shall forever be binding and none of the parties shall bring a proceeding to challenge the validity of this Contract.
5. Choice of Law: This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles of conflicts of law) of the State of Tennessee shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof.
6. Authority to Execute: City and Contractor each warrant and represent that the party signing this Contract on behalf of each has authority to enter into this Contract and to bind the City and Contractor, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing such authority, including a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.

7. Notices: All notices hereunder shall be (i) delivered by hand, (ii) sent by first-class mail, postage prepaid, return receipt requested, or (iii) delivered by overnight commercial courier, to the following address of the party to whom such notice is to be made, or to such other address as such party may designate in the same manner provided herein: