

BID DOCUMENTS AND SPECIFICATIONS

FOR

**FIELD #1 LIGHTING PROJECT
BID# 16-1039PK**

**CITY OF WHITE HOUSE
105 COLLEGE ST
WHITE HOUSE, TN 37188**

DATE: DECEMBER 5, 2016

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City of White House

FIELD #1 LIGHTING PROJECT

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CHAPTER 1

SECTION 100 Invitation to Bid

Sealed Bids for the project entitled **FIELD #1 LIGHTING PROJECT** will be received by the **City of White House at 10 a.m. local time, February 6, 2017**, in the Billy S. Hobbs Municipal Center, 105 College Street, White House, TN 37188, and then publicly opened and read aloud.

A non-mandatory pre-bid meeting will be held at the project site at **10 a.m. January 23, 2017**. Pre-bid questions will be received formally in writing via post or email until **COB January 27th** at CSR Engineering, Inc., 1116 Main Street, Pleasant View, TN 37146 (c/o Jason Reynolds) or email at jason.reynolds@csrengineers.com.

The project generally consists of light pole installation, luminaire mounting to pole, wiring to power source and associated miscellaneous work all within the City owned property in the Main City Park (Baseball Quad) in the City of White House, TN.

Copies of the Bid Documents may be obtained at City Hall, Purchasing Coordinator Derek Watson, 105 College Street, White House, TN 37188 at no cost for one transmittal via email. Printing of official bid documents shall be by the bidder. No bids will be received by persons not on the official bid list after obtaining official Bid Documents.

Bid bonds and/or deposits are waived on this project. The successful Bidder shall be required to furnish separate one hundred percent (100%) Performance and Payment Bonds. The Performance Bond shall be in full force and effect for one (1) year after the date of final acceptance of the project by the City of White House.

Each Bidder must be **appropriately licensed** as a Contractor in the State of Tennessee as provided in T.C.A. 62-6-101. **The Bidder's name, license number, expiration date, and that part of the contracting classification applying to the Bid shall appear on the sealed envelope containing the Bid; otherwise, the Bid shall not be opened.**

Attention is called to the fact that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. Each Bidder shall make positive efforts and are encouraged to use small and minority owned business enterprises on this project.

The City of White House reserves the right to reject any or all bids or accept any presented which meet or exceed these specifications, and/or which would be in the best interest of the City and will not necessarily be bound to accept the low bid.

END OF INVITATION TO BID

SECTION 110 SCOPE OF WORK

THE CONTRACTOR'S PRIMARY WORK TO BE PERFORMED FOR THE INSTALLATION OF THIS LIGHTING PROJECT IN WHITE HOUSE, TN IS AS FOLLOWS:

PRIMARY PROJECT SCOPE:

- Receive plans and understand the limits of work on the project and existing conditions
- Install two poles for lighting fixtures
- Fabricate appropriate fixture mounting hardware
- Install lighting mount and associated fixtures
- Install wiring in existing conduit from lighting to power source
- Install any necessary ancillary equipment to make lights functional with existing electrical equipment and in accordance with local codes
- Obtain inspection and approval by regulatory authorities

SECTION 120 INSTRUCTIONS TO BIDDERS

All bidders (also referred to herein as "Contractor") must satisfy themselves by personal examination of the locations of the proposed work, by examination of the Plans and Specifications and requirements of the work and the accuracy of the estimate of the quantities of the work to be done, and shall not at any time after the submission of a bid dispute or complain of such estimate nor assert that there was any misunderstanding in regard to the nature or amount of work to be done. The City shall not be responsible for bidder's errors and misjudgment, nor for any information on local conditions or general laws and regulations.

The Documents and Specifications contain the provisions required for the improvements at the project site. No information obtained from any officer, agent, or employee of the City on any such matters shall in any way affect the risk or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

All bids must be made on the Request for Bid form attached hereto and shall not be detached from the contract documents. Bids shall be submitted in duplicate in a sealed envelope or box. The outside of the envelope must include:

- 1. Name of Project for which Bid is submitted**
- 2. Name of Contractor**
- 3. Tennessee Contractor's License Number**
- 4. License Expiration Date**

5. License Classification Applying to Bid

6. Bid Project Number

Failure of a bidder to comply with the listing requirement voids the bid and the bid may not be opened. Bids that are incomplete, unbalanced, conditional or obscure or which contain additions not called for, erasures, alterations or irregularities of any kind or which do not comply may be rejected. The City reserves the right to reject any and all bids or to accept any bid. The City will review all properly submitted bids and may make an award based on the base bid. The City of White House may cancel this bid at any time. A bidder may withdraw any proposal he has submitted at any time prior to the hour set for the closing of the bids provided the request for withdrawal is signed in a manner identical with the proposal being withdrawn. No withdrawal or modification will be permitted for 60 days after the hour and date designated for opening the bids.

SECTION 130 BID FORM

CITY OF WHITE HOUSE

REQUEST FOR BID
FIELD #1 LIGHTING PROJECT
105 COLLEGE STREET
WHITE HOUSE, TN 37188
PHONE: 615-672-4350
FAX: 615-672-2939

BID NO. 16-1039PK

DATE: December 5, 2016

**BIDS WILL BE RECEIVED
UNTIL 10:00 AM on FEBRUARY
6TH, 2017 AT WHICH TIME
BIDS WILL BE OPENED AND
READ ALOUD.**

BID FORM

Place: City of White House, Tennessee

Date : _____

BID for the City of White House, Tennessee.

TO THE PURCHASING COORDINATOR
CITY OF WHITE HOUSE, TENNESSEE

I/WE _____ Name
of Bidder

Address of Bidder

The undersigned, as Bidder, in compliance with your invitation for bids for the **FIELD #1 LIGHTING PROJECT**, propose to furnish all necessary labor, machinery, tools, apparatus, equipment, service, and other necessary supplies, in strict accordance with the terms and conditions of the Plans and Bid Documents hereto attached and the Specifications referred to herein and do such other work incidental thereto as may be ordered by the Engineer or his/her agent, in writing, within the time set forth therein, and the price stated below.

The Bidder declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Plans, Specifications and Bid Documents for the work, and has read all documents furnished prior to the opening of bids; and that he has satisfied himself relative to the work expected to be performed.

TIME FOR COMPLETION AND LIQUIDATED DAMAGES: Bidder hereby agrees that if he is awarded the contract for this work, he will commence work within 7 days from the date of a Notice to Proceed from the Owner and to fully complete the work within thirty (30) calendar days inclusive of weather delays. As time is of the essence, bidder also agrees to pay **\$200.00/day** as liquidated damages for each consecutive calendar day thereafter and shall include completion of all punch list items. A stop work order may be issued upon request from the contractor in order to account for time associated with receipt of specified materials. This stop work order shall be issued upon receipt of materials ordering documentation and shall be removed by issuance of a start work order as necessary and associated with actual receipt of ordered materials.

PROJECT PROPOSAL: Bidder agrees to perform all of the WORK on said lighting project as described in the bid documents and shown on the plans as estimated and itemized below and to be completed within the project duration limits, as follows:

PROJECT BID ITEMS

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	PRICE
1	LUMP SUM LIGHTING INSTALLATION	LS	1	

and for the **Project Total** of

_____ (\$_____)

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

The above itemized and total prices for the project shall include all labor, materials, shoring, removal, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids, and any combination including or not including add alternatives, and to waive any informality in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids. Upon receipt of written notice of the acceptance of this bid, Bidder will execute a formal Agreement provided by the City and deliver as defined in the attached project schedule below.

The undersigned Bidder does hereby declare and stipulate that this bid is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made in pursuance of and subject to all the terms and conditions of the Bid Documents and Specifications, and the Plans pertaining to the work to be done.

Respectfully submitted:

Prime Contractor Signature

Name: _____

Company: _____

Title: _____

Business Address: _____

Contractor's License No: _____

License Expiration Date: _____

Telephone Number: _____

Email Contact: _____

CITY OF WHITE HOUSE

REQUEST FOR BID **FIELD #1 LIGHTING PROJECT** BID NO: 16-1039PK

GENERAL

- A. It is the intent of these specifications to describe the minimum requirements in sufficient detail to secure bids for the aforementioned.
- B. All bids must be received in the City Purchasing Office on or before the date and hour designated due date. Any bids received after this time will not be considered and will be rejected. **BIDS MAY NOT BE DELIVERED TO ANY OFFICE OR LOCATION OTHER THAN DESCRIBED HEREIN.**
- C. All Quotations must be signed with the firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled. Bid documents that are unsigned will be classed as irresponsible offers and will not receive any consideration.
- D. State brand or make on each item: if quoting on other than make, model or brand specified, the manufacturer's name and catalog number must be given, or descriptive cut and complete technical data covering the item attached to the quotation.
- E. Bid Bonds and/or Performance Bonds are required on all City contracts. Bid Bonds will be considered waived if not specifically called for on the Bid Call.
- F. The CITY OF WHITE HOUSE reserves the right to reject any or all bids or accept any presented which meet or exceed these specifications, and/or which would be in the best interest of the City and will not necessarily be bound to accept the lowest bid.

G. CANCELLATION OF AND CHANGES TO PURCHASE ORDERS

No cancellation of or changes to a **City of White House** purchase order may be made, except in writing, by the Purchasing Division. Orders may be cancelled without the consent of the vendor in case of any default by the vendor.

H. CONTRACT ADMINISTRATOR

Questions or problems arising from bid procedures or subsequent order and delivery procedures should be directed to the CITY OF WHITE HOUSE

Purchasing Division, 105 College Street, White House, TN 37188 to the attention of Derek Watson, Purchasing Coordinator.

Bids shall be submitted to the City Purchasing Office, White House City Hall, 105 College Street, by 10:00 A.M. on February 6th, 2017 in a sealed envelope labeled Bid No. 16-1039PK and include bid due date.

Each bidder is required to list in the proposal and/or bid form the number of calendar days he expects project to be completed (with due consideration for obtaining all materials given and shown) at the destination in terms of time interval following notice to proceed. If time varies on different items, the bidder shall so state the delivery time for each item and present a project timeline using typical scheduling techniques. **Failure to include a specific number of calendar days in the form of a project schedule may be sufficient grounds for rejection of proposals. Submitted timelines in no way remove the contractor from stated liquidated damages and schedule requirements stated herein.**

In comparing the bids and making awards, the City may consider such factors as quality and adaptability of services, the bidder's record of experience and integrity and performance assurance in addition to that of the bid price. The City reserves the right to cancel this order, or any part thereof without penalty. The City recommends, but does not require, the Contractor to submit references for recent similar projects that have been completed by the bidder with contact information provided for the owner or other responsible personnel.

Each bid shall be complete. Incomplete or unresponsive bids may be rejected.

The successful vendor agrees that he shall and does comply with all Tennessee local, state and/or federal laws, statues, rules and regulations including but not limited to the Rehabilitation Act of 1973 and the Americans with Disabilities Act. In the event that any claim should arise with regard to this contract for a violation of any such local, state and/or federal law, statue, rule or regulation, the provider will indemnify and hold the City of White House harmless for any damages, including court costs or attorney fees which might be incurred.

Any contract will be interpreted under the laws and statues of the State of Tennessee.

Payments:

Vendor is to submit properly completed invoice(s) and payment request applications to the address specified on the purchase order. To ensure prompt payment each invoice should cite the purchase order number, bid number, project description, unit and total price, discount terms and include the vendor's name and return remittance address.

Payment will be mailed within thirty (30) days of (a) the receipt and acceptance of the items, including all paper work and materials certifications and (b) receipt of a properly completed invoice.

The City of White House is exempt from Tennessee State Sales Tax. An exemption certificate will be furnished at the request of the successful vendor.

SECTION 140 DRUG POLICY

DRUG AND ALCOHOL TESTING PROGRAM

Bidders must have a testing program for employees in place that is at least as stringent as the drug and alcohol-testing program of the City of White House, which is attached. Bidders must provide a copy of their drug and alcohol-testing program and a signed copy of the attached model affidavit at the time the bid is made.

COMPANY NAME

DATE

REPRESENTATIVE SIGNATURE

TITLE

**CITY OF WHITE HOUSE
105 COLLEGE STREET
WHITE HOUSE, TN 37188
615.672.4350
615.672.2939 FAX**

STATE OF TENNESSEE/CITY OF WHITE HOUSE
COUNTY OF SUMNER/ROBERTSON

DRUG-FREE WORKPLACE AFFIDAVIT OF PRIME BIDDER

NOW COMES AFFIANT, who being duly sworn, deposes and says:

1. He/She is the principal officer for:

Company Name

Address

2. That the bidding entity has submitted a bid to the City of White House for:

Bid Number

Project

3. That the bidding entity employs no less than five (5) employees;
4. That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with 50-9-113, Tennessee Code Annotated.
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.

Affiant

SUBSCRIBED AND SWORN TO before me this _____ day of _____.

Notary Public

My commission expires:_____

Excerpt from:

CITY OF WHITE HOUSE
PERSONNEL MANUAL
Effective January 19, 2006

SECTION VII – MISCELLANEOUS POLICIES

C. DRUG FREE WORKPLACE

1. GENERAL RULES

- a. City employees shall not take or be under the influence of any drug unless prescribed by the employee's licensed physician. Employees who are required to take prescribed or over-the-counter medications should notify the immediate supervisor should the medication produce any adverse effects which might limit the employee's ability to perform their job.
- b. City employees are prohibited from the use, possession and sale of drugs, alcohol, or any other controlled substance on city property or in city vehicles.
- c. All property belonging to the city is subject to inspection at any time without notice, as there is no expectation of privacy.
 1. Property includes, but is not limited to, vehicle, desks, containers, files, and storage lockers.
 2. Employee assigned lockers (that are locked by the employee) are also subject to inspection.
- d. Employees who have reason to believe another employee is using alcohol or illegal drugs while on duty must report the facts and circumstances immediately to their supervisor or Human Resources. Failure to do so may result in disciplinary action.
- e. Failure to comply with the intent or provisions of this general order may be used as grounds for disciplinary action.

2. EMPLOYEE TESTING

Current city employees will be required to undergo drug and alcohol testing after a work-related accident or incident, if there is reasonable suspicion that the employee is under the influence of drugs or alcohol during working hours, and if drawn during random selection.

Supervisors are required to detail in writing the specific facts, symptoms, or observations that formed the basis for their determination that reasonable suspicion existed to warrant the testing of an employee. This documentation shall be forwarded to the appropriate Department Head who shall immediately forward the information to Human Resources.

3. REFUSAL TO CONSENT

An employee who refuses to consent to a drug and alcohol test after a work-related accident or incident, if drawn during random selection, or when reasonable suspicion of drug or alcohol use has been identified will be terminated.

4. CONFIRMATION OF TEST RESULTS

An employee or job applicant, whose drug test yields a positive result indicating the presence of drugs or alcohol, shall be given the opportunity to speak with the Medical Review Officer prior to a final determination. Test results are then forwarded to Human Resources for appropriate action.

5. CONSEQUENCE OF A CONFIRMING POSITIVE TEST RESULT: JOB APPLICANTS

Job applicants will be denied employment with the city if their pre-employment test result has been confirmed positive.

6. CONSEQUENCE OF A CONFIRMING POSITIVE TEST RESULT: CURRENT EMPLOYEES

Upon confirmation of an employee's positive test result where the employee has been employed less than two years, he/she is subject to termination.

Employees testing positive who have been employed with the city longer than two years will be required to attend an Employee Assistance Program provided through the city's healthcare provider. Failure to complete the recommended program constitutes immediate termination. Employees will also be subject to random follow-up testing for a period of up to two years after completion of the program.

7. CONFIDENTIALITY OF TEST RESULTS

To the extent allowed under the Tennessee Open Records Law, all information from an employee's or applicant's drug and alcohol test is confidential and only those individuals with a need to know are to be informed of test results.

SECTION 150 TITLE VI POLICY

**CITY OF WHITE HOUSE
105 COLLEGE STREET
WHITE HOUSE, TN 37188
615.672.4350
615.672.2939 FAX
www.cityofwhitehouse.com**

**CITY OF WHITE HOUSE
NONDISCRIMINATION POLICY**

It is the policy of the City of White House not to discriminate on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. In addition, the City of White House does not discriminate based on race, color, or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d). With regard to all aspects of this contract, the contractor certifies and warrants it will comply with this policy.

COMPANY NAME

DATE

REPRESENTATIVE SIGNATURE

TITLE

SECTION 150

**STATE OF TENNESSEE
IRAN DIVESTMENT ACT AGREEMENT**

By submission of this bid, 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 own 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 Code Annotated § 12-12-106.

Tenn. Code Ann. § 12-12-106 requires the chief procurement officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105.

While inclusion on this list would make a person ineligible to contract with the state of Tennessee, if a person ceases its engagement in investment activities in Iran, it may be removed from the list.

If you feel as though you have been erroneously included on this list please contact the Central Procurement Office at CPO.Website@tn.gov.

COMPANY NAME

DATE

REPRESENTATIVE

TITLE

SECTION 170

FIELD #1 LIGHTING PROJECT SCHEDULE

January 23 – Pre-Bid Meeting (On Site 10:00 am)

January 27 – Pre-Bid Questions due (by COB)

January 30 – Response to Pre-Bid Questions

February 6 – Bid opening (10:00 am)

February 16 – BMA Request for Award Approval

February 20 – Notice of Award to Contractor

March 2 – NLT Date for Contract Agreement Signed; Certificate of Liability Insurance naming City as Additional Insured Received

March 6 – Notice to Proceed (start within 7 days)

March 13 – Work Commencement (Completion within 60 days)

April 12 – NLT Work Completion (+ Stop Work Time for Materials receipt)

Note: Any change to the dates shown above shall cause the schedule to be adjusted with the following due dates revised according to the same duration between nodes.

CONSTRUCTION CONTRACT

CITY OF WHITE HOUSE

PROJECT IDENTIFICATION:

Construction of Field #1 Lighting Project in the Main City Park and as in plans and bid documents in White House, Tennessee (Robertson County).

ENGINEER

The Project has been designed by

CSR Engineering, Inc., 1116 Main St., Pleasant View, TN 37146

This agreement is made and executed in two (2) originals, between the **CITY OF WHITE HOUSE**, and _____ hereinafter referred to as the "Contractor."

WITNESSETH

The **CITY OF WHITE HOUSE** did advertise for, receive and accept a bid from the Contractor for work on the above, identified contract.

In consideration of the **agreements** herein contained, to be performed by the parties hereto and of the payments hereafter agreed to be made, it is mutually agreed by both parties that:

1. The contract between the parties consists of the following "Contract Documents" all of which constitute one instrument:

- (a) the Instructions to Bidders
- (b) the Proposal
- (c) all conditions and terms of this Contract form
- (d) the Contract Payment & Performance Bond and/or Letter of Credit, where applicable
- (e) the most current version of the applicable local, state and federal codes
- (f) Supplemental Specifications
- (g) Revisions and Additions
- (h) Special Provisions
- (j) Addenda
- (k) The Contract Plans,
- (l) The Work Order
- (m) Construction Changes
- (n) Supplemental Agreements
- (o) Supplemental Conditions of Construction Contract.

All of the provisions contained in the listed Contract Documents are incorporated herein by reference with the same force and effect as though set out in full.

2. The Contract Documents are intended to be complementary and to describe and provide for a complete work. Requirements in one of these are as binding as if occurring in all

of them. In case of discrepancy, Supplemental Specifications will govern over the TDOT Standard Specifications; the TDOT Standard Specifications will govern over the local government standard specifications; the Contract Plans will govern over both Supplemental and Standard Specifications, and Special Provisions will govern over both Plans and Specifications. In interpreting Plans, calculated dimensions will govern over scaled dimensions. Contract Plans, typical cross sections and approved working drawings will govern over Standard Drawings.

3. The Contractor agrees to furnish all materials, equipment, machinery, tools and labor and to perform the work required to complete the project in a thorough and workmanlike manner, to the satisfaction of the appropriate official of the CITY OF WHITE HOUSE.

4. The CITY OF WHITE HOUSE agrees to pay to the Contractor such unit prices for the work actually done as are set out in the accompanying proposal, in the manner provided for in the TDOT Standard Specifications, Supplemental Specifications and applicable Special Provisions.

5. The Contractor shall, at all times, observe and comply with all applicable federal, state and local laws, ordinances and regulations and shall indemnify and hold harmless the CITY OF WHITE HOUSE and all of its officers, agents and servants against any claim of liability or assessment of fines or penalties arising from or based upon the Contractor's and/or its employees' violations of any such law ordinance or regulation. The Contractor shall maintain documentation for all charges against the CITY OF WHITE HOUSE under this Contract. The books, records and documents of the Contractor insofar as they relate to the work performed or money received under this contract shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the CITY OF WHITE HOUSE, the State, the Comptroller of the Treasury or their duly appointed representatives.

6. The Contractor shall be responsible for any and all injury or damage to persons or to property arising from the prosecution of the work and due to any act, omission, neglect or misconduct in its manner or method of prosecuting the work or due to its non-execution of the work or due to defective work or materials. The Contractor shall provide proof of adequate and appropriate insurance as indicated in the Supplemental Conditions of the Construction Contract, naming the CITY OF WHITE HOUSE as additional insured.

7. The Contractor shall indemnify and hold harmless the CITY OF WHITE HOUSE and all of its officers, agents and employees from all suits, actions or claims of any character arising from the Contractor's acts or omissions in the prosecution of the work, use of unacceptable materials in constructing the work, infringement of patent, trade mark or copyright, or claims for Workers' Compensation. If any such suit, action or claim is filed, the CITY OF WHITE HOUSE may retain from the monies due to the Contractor under this Contract a sum deemed sufficient by the CITY OF WHITE HOUSE to protect the CITY OF WHITE HOUSE from loss there from. Upon resolution of the suit, action or claim, any remaining retained funds will be released.

8. All time limits for Milestones, Substantial Completion, and completion and readiness for final payment are of the essence of the Contract. Therefore Contractor agrees to abide by the following contract times:

Substantial Completion shall be defined as "the time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended". The work associated with this item shall be complete within 30 calendar days after

the date when the Contract Times commence to run, and complete and ready for final payment within 30 calendar days after the date when the Contract Time commences to run.

9. Contractor recognizes that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof allowed. The parties 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 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 \$ 200.00 for each day that expires after the time specified for Substantial Completion and until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$200.00 for each day that expires after the time specified for completion and readiness for final payment until the Work is completed and ready for final payment.

10. Payment Applications, submitted by Contractor, shall not be processed by City or Engineer until work associated with milestones is substantially complete.

11. Contractor shall pay Owner for cost related to additional project management if Contractor fails to meet milestones as listed above.

12. Upon execution of this Contract, the Contractor shall be prepared to begin the work to be performed under the Contract, but will not proceed until it has received official "Notice to Proceed". This official notice will stipulate the date upon which it is expected that the Contractor will begin his work, and from which date the working days tabulated against its time limit will begin. All other requirements in regard to the beginning of construction set forth in the Proposal and Special Provisions will date from the official notice.

IN WITNESS WHEREOF, the parties hereto have cause this Contract to be signed and executed by their respective authorized agents or officials.

_____	_____
Contractor 1	Contractor 2*
By: _____	By: _____
Printed Name and Title	Printed Name and Title
_____	_____
Date	Date

CITY OF WHITE HOUSE

This Contract is accepted this _____ day of _____, _____,
and is effective on the _____ day of _____, _____.

CITY OF WHITE HOUSE Official

Approved: _____
CITY OF WHITE HOUSE Attorney

***NOTE: The signature and information for Contractor 2 is to be provided when there is a joint venture.**

CONTRACT PAYMENT AND PERFORMANCE BOND

Be it known that _____, as Principal, and _____, as Surety(ies), all authorized to do business in the State of Tennessee, hereby bind themselves to the **CITY OF WHITE HOUSE**, and other potential claimants, for all obligations incurred by the Principal under its contract with **CITY OF WHITE HOUSE** for the construction of the above, identified contract; in the full contract amount of

_____ (\$_____).

The obligations of the Principal and Surety(ies) under these payment and performance bonds shall continue in full force and effect until all materials, equipment and labor have been provided AND all requirements contained in the contract, plans and specifications have been completed in a timely, thorough and workmanlike manner. The parties agree that these bonds are statutory in nature and are governed by the provisions contained in Title 12, chapter 4 and Title 54, chapter 5 of the Tennessee Code Annotated relating to bonds required of contractors and that those provisions constitute a part of this bond.

By this instrument, the Principal and Surety(ies) specifically bind themselves, their heirs, successors, and assigns, *in solido*, under the following bonds:

Payment Bond. To the **CITY OF WHITE HOUSE** and all "Claimants," as contemplated by T.C.A. Title 54, chapter 5, in the full contract amount of

_____ (\$_____), in order to secure the payment in full of all timely claims under the project.

Performance Bond. To the **CITY OF WHITE HOUSE** in the full contract amount of

_____ (\$_____), in order to secure the full and faithful performance and timely completion of the project according to its plans and specifications, inclusive of overpayments to the contractor and liquidated damages as assessed.

Upon receipt of notice that the Principal is in default under the contract, the Surety(ies) shall undertake to complete performance, without regard to cost. If the Surety(ies) fail or refuse to complete performance of the contract, the **CITY OF WHITE HOUSE** may then proceed with the work in any lawful manner that it may elect until it is finally completed. When the work is thus finally completed, the total cost of the same will be computed. All costs and charges incurred by the **CITY OF WHITE HOUSE** in completing the Work will be deducted from any monies due or which may become due to the Principal. If the total costs of completion exceeds the sum which

would have been payable under the Contract, then the Principal and the Surety(ies), *in solido*, shall be liable for and shall pay to the **CITY OF WHITE HOUSE** the amount of such excess.

In witness whereof we have signed this instrument as dated.

Principal/Contractor 1 _____

By: _____
Printed Name and Title

Date _____

(For Joint Venture) Principal/Contractor 2 _____

By: _____
Printed Name and Title

Date _____

Surety 1 _____

Surety 2 _____

By: _____
Attorney-in-Fact

By: _____
Attorney-in-Fact

Printed Name

Printed Name

Agency Name

Agency Name

Street Address

Street Address

City/State/Zip

City/State/Zip

(Seal)

(Seal)

Subsequent correspondence/communication from **CITY OF WHITE HOUSE** with respect to monthly progress reports and/or the contract bonds should be directed to:

For Surety 1:

For Surety 2:

Printed Name

Printed Name

Address

Address

City/State/Zip

City/State/Zip

Phone Number

Phone Number

Fax Number

Fax Number

SUPPLEMENTAL CONDITIONS OF THE CONTRACT

1. **Contractor's Percentage of Work.** The CONTRACTOR shall perform a minimum of **30%** of the Work on the project. Compliance with this provision shall be based on the cost of work completed by the Contractor as compared to the Total Project Cost. This provision does not prohibit the use of subcontractors to complete the work; however, it limits the amount of work completed by subcontractors to **70%** of the Work on the project.

2. **Contractor's and/or Subcontractor's Insurance.** The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved.
 - A. The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
 - i. Workers Compensation, and related coverages:

a. State:	Statutory
b. Applicable Federal:	Statutory
c. Employers Liability	
Ea. Accident	\$100,000
Disease – Policy Limit	\$500,000
Disease – Ea. Employee	\$100,000

 - ii. CONTRACTOR'S General Liability which shall include completed operations and product liability coverages and eliminates the exclusion with respect to property under the care, custody and control of the CONTRACTOR:

a. General Aggregate	\$1,000,000
b. Products – Completed Operations Agg .	\$1,000,000
c. Personal and Advertising Injury	\$1,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
e. Fire Damage (any one fire)	\$100,000
f. Medical Expense (any one expense)	\$5,000
g. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable	
h. Excess or Umbrella Liability	
General Aggregate	\$2,000,000
Each Occurrence	\$2,000,000

 - iii. Automobile Liability

a. Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
b. Property Damage	
Each Accident	\$1,000,000
c. Combined Single Limit of	\$1,000,000

iv. The Contractual Liability coverage required shall provide coverage for not less than the following amounts:

a. Bodily Injury	
Each Accident	\$1,000,000
Annual Aggregate	\$1,000,000
b. Property Damage	
Each Accident	\$1,000,000
Annual Aggregate	\$1,000,000

v. The following shall be included as additional insured parties on CONTRACTOR'S liability policies:

a. CITY OF WHITE HOUSE – OWNER

3. **Coordination with Other Contractors.** It shall be the responsibility of the Contractor to coordinate other contractors working in the area, and any construction activities whereby access must be provided to the proposed construction.

A. Should CONTRACTOR cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of the CONTRACTOR's performance of the Work at the Site be made by any separate contractor against CONTRACTOR, OWNER, ENGINEER, ENGINEER's Consultants, or the construction coordinator, CONTRACTOR shall promptly attempt to settle with such separate contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.

B. CONTRACTOR shall to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, ENGINEER, or ENGINEER's consultants, and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees, and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequently out of any action, legal or equitable, brought by an separate contractor against OWNER, ENGINEER, ENGINEER's Consultants, or the extent said claim is based on or arises out of the CONTRACTOR's performance of the Work. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of work by any contractor at the Site give rise to any other Claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, or ENGINEER's Consultants, or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on to recover damages from OWNER, ENGINEER or ENGINEER's Consultants on account of any such damage or Claim.

C. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor, and OWNER and CONTRACTOR are unable to agree to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR, may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be CONTRACTOR's exclusive remedy with respect to OWNER, ENGINEER, or

ENGINEER's Consultants, for any delay, disruption, interference, or hindrance caused by any separate contractor. This paragraph does not prevent recovery from OWNER, ENGINEER, or ENGINEER's Consultant, for activities that are their respective responsibilities.

4. Dispute Resolution

- A. In the event a dispute arises between OWNER and CONTRACTOR relating to any obligation undertaken in this agreement, they agree to utilize the following procedure to resolve any such dispute.
 - B. OWNER and CONTRACTOR will attempt to resolve all disputes by first engaging in good faith negotiations between them as soon as possible after the dispute arises.
5. **Mediation** – If negotiations are not successful, OWNER and CONTRACTOR will submit their dispute to a mutually acceptable mediator for non-binding mediation.

6. Legal Process

- A. If mediation is not successful, OWNER and CONTRACTOR will seek a resolution of their dispute through the normal legal process in a court of competent jurisdiction in Rhea County, Tennessee.
 - B. If a dispute is resolved through legal process, the prevailing party shall be entitled to recover from the other all court costs.
7. **Authority of Inspectors.** The inspectors employed by and working under the direction of the Engineer or the Owner shall have full authority to reject any defective material or workmanship. Inspectors will not be authorized to revoke, alter, enlarge, or relax the provisions of the plans and specifications, or to issue any instructions contrary thereto.

8. Waste Material Disposal

- A. Waste material, including trees, stumps, logs, brush, roots, grass, vegetation, humus, rubbish, demolition materials, over-excavated rock (including cap rock and boulders > 2' in any axis) from mass grading, structures or trenches deemed objectionable by the Owner, and other matter deemed objectionable by the Owner, shall be removed from the site and disposed of in a manner not to damage the Owner or other persons. Disposal should be in accordance with all applicable governing regulations and requirements.
- B. Contractor to obtain, at his expense, any permits required for the disposal of waste material.
- C. No extra payment shall be received for disposal of waste material.

9. Grassing and Planting

- A. The Contractor shall be responsible for ground cover as indicated in the Specifications. All areas of vegetation which are scarified or disturbed by any mechanism during the construction activities will require grassing and planting to provide vegetative cover. Any area that fails to develop a successful stand

following seeding will be re-seeded at the Contractor's expense for a period of one year after placement.

10. Weather and neglect of utility owner or other contractors shall not be deemed a consideration for the extension of the contract time.

SECTION 200 GENERAL CONDITIONS

PART 1: GENERAL

SUMMARY OF WORK

The project generally consists of a new lighting on Baseball Field #1 in the Main City Park to be performed as new construction.

PROSECUTION OF WORK

The Contractor shall continually and diligently execute the work in such order and manner, and with an ample force of men, materials purchasing, planning, safety measures and equipment scheduling that will accomplish the work on time and in a safe and workmanlike manner.

CONTRACTOR'S OBLIGATION

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as otherwise expressly specified herein necessary or proper, and complete all the work required by this contract in a timely manner in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings of the work covered by this agreement and any/and all supplemental plans and drawings, and in accordance with the directions of the City Engineer as given from time to time during the progress of the work.

PROJECT PAYMENTS AND RETAINAGE

A. The Owner may retain a portion of the amount otherwise due the Contractor. Except as provided elsewhere, the amount retained by the Owner shall be limited to the following:

1. Withholding of not more than ten percent (10%) of the payment claimed until work is substantially complete.
2. When the work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below ten percent (10%) to only that amount necessary to ensure completion.
3. The Owner may accept securities negotiable without recourse, conditions, or restrictions, a release of retainage bond or an irrevocable letter of credit provided by the Contractor in lieu of all or part of the cash retainage.

DRAWINGS AND SPECIFICATIONS

1. The proposed construction shall be constructed in accordance with the attached plan drawings and most current version of the **applicable local, state and federal codes**. All questions related to the Contract Proposal, Plans, Specifications or Special Provisions shall be directed to the Engineer. Information received from other persons or offices shall be strictly advisory.
2. 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 and

specifications, or lack of details of work which is customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of work. Such details of work shall be performed as if they were fully and correctly indicated and described in the drawings and specifications and scope of work.

3. The Contractor shall check all drawings furnished herewith immediately upon receipt of the drawings and shall promptly notify the Engineer of any discrepancies. The Contractor shall compare all drawings and verify the figures before laying out the work, ordering and/or fabricating any materials, and shall be responsible for any errors which might have been avoided thereby.

PART 2: EXECUTION

SPECIAL REQUIREMENTS

SITE CONDITIONS

1. The Contractor shall maintain the work and project grounds free from rubbish, debris, and waste materials during all phases of the work. Worksite debris and trash shall be picked up on a daily basis.

2. Immediately upon completion of the work and prior to final acceptance, the Contractor shall remove all rubbish, debris, temporary structures, equipment, and excess or waste materials and shall leave the work and project grounds in a neat and orderly condition that is satisfactory to the Engineer and Owner and as found prior to project initiation.

RIGHT OF ENTRY

The Engineer and his representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

CONTROL OF EROSION, SILTATION, AND POLLUTION

1. The Contractor shall take ALL measures necessary to minimize soil erosion and siltation, water pollution, and air pollution caused by his operations. The Contractor shall also comply with the applicable regulations of all legally constituted authorities relating to pollution prevention and control. The Contractor shall keep himself fully informed of all such regulations that in any way affect the conduct of the work, and shall at all times observe and comply with all such regulations. In the event of conflict between such regulations and the requirements of the Specifications, the more restrictive requirements shall apply.

2. The Engineer shall have the authority to limit the area over which clearing and grubbing, excavation, borrow, and embankment operations are performed whenever the Contractor's operations do not make effective use of construction practices and temporary measures that will minimize erosion, or whenever construction operations

have not been coordinated to effectively minimize erosion, or whenever permanent erosion control features are not being completed as soon as permitted by construction operations.

DISPOSAL OF MATERIALS

Debris and waste materials, including all combustibles, shall be removed by the Contractor from the construction area unless otherwise approved in writing by the Owner or his Representative.

UTILITY COORDINATION

The Contractor shall make all necessary arrangements with private and public utility companies to avoid any possible damage to or interruption of utility equipment or service. The Contractor shall be responsible for all inquiries concerning locations of utility lines. Repair of any damage to public or private utilities resulting from this work shall be the responsibility of the Contractor.

SAFETY AND HEALTH REGULATIONS

1. The Contractor shall comply with all Federal, State, and Local Safety and Health Regulations, including the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (P.L. 91 - 596) and under Section 107 of the Contract Work Hours and Safety Standards Act (P.L. 91-54).

2. The Contractor shall provide continuous, safe access to all properties, both public and private, along the project in all cases where such access will be provided by the completed facility and shall conduct his operations in such a manner that inconvenience to the property Owners will be held to a minimum.

DISTURBED AREAS

All areas disturbed as a result of the work of the Contractor shall be restored to the original or better condition. Reasonable care shall be taken during construction to avoid damage to the Owner's property or that of any adjacent property owner(s).

TREE AND PLANT PROTECTION

No trees or shrubs except those specifically indicated shall be removed or trimmed without prior approval from the Engineer. All trees and shrubs within the construction limits to be retained by the Owner shall be properly protected by fencing, posts, or other means approved by the Engineer. Where any trees or shrubs are damaged or where limbs are required to be trimmed or removed because of operations under this Contract, Contractor shall consult a qualified horticulturist and perform the trimming in the proper manner. Any landscape plantings severely damaged or that die as a result of the Contractor's operations shall be replaced at no additional cost to the Owner.

TEMPORARY SANITARY FACILITIES

The Contractor shall be solely responsible for furnishing and maintaining temporary sanitary facilities during the construction period. Such facilities shall include, but not be

limited to, potable water supply and toilet facilities. Such facilities shall be in compliance with all applicable State and Local laws, codes, and ordinances and shall be placed convenient to work stations and secluded from public observation. Once the project is completed, all temporary sanitary facilities shall be removed by the Contractor.

TRAFFIC MANAGEMENT

1. The Contractor shall provide, erect, and maintain all necessary barricades and suitable and sufficient warning lights, danger signals, and signs for all affected transportation modes; shall provide a sufficient number of flagmen to direct the traffic; and shall take all necessary precautions for the protection of the work and the safety of the public.

2. All barricades and obstructions or hazardous conditions shall be illuminated as necessary to provide for safe traffic conditions.

3. Warning and caution signs shall be posted throughout the length of any portion of the project where traffic flow is restricted.

CHARACTER OF WORKERS AND EQUIPMENT

1. The Contractor shall comply with all federal, state and local laws, regulations and ordinances governing the employment of labor and the payment of wages thereto for work performed under this Contract. It shall be the Contractor's responsibility to insure that all persons employed under a contract with the City of White House, whether directly or by subcontractor, are legal residents of the United States of America or be authorized to work in the United States of America.

2. All workers shall have sufficient skill and experience to properly perform the work assigned to them. On any special or skilled work or in any trade, only qualified careful and efficient skilled laborer shall be used.

3. The Contractor shall furnish such equipment as is considered necessary for the execution of the work in an acceptable manner and at a satisfactory rate of progress.

END OF SECTION

SECTION 210 SPECIAL CONDITIONS

Insurance

Satisfactory certificates of insurance shall be filed with the Owner prior to starting any construction work on this contract. The Owner will be named as an additional insured on all policies of insurance and all certificates shall contain a 30-day Notice of Cancellation. In connection with the provisions set forth in the General Conditions, the Notice to Proceed will not be issued until satisfactory certificates of insurance are filed. Failure of Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver or Contractor's obligation to maintain such insurance.

1. Worker's Compensation and Employer's Liability

This insurance shall protect the Contractor and Owner against all claims under applicable state workmen's compensation laws. The Contractor and Owner shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" endorsement.

The liability limits shall be not less than:

Worker's Compensation	Statutory
Employer's Liability	\$500,000 each occurrence

2. Comprehensive Automobile Liability

This insurance shall be written in comprehensive form and shall protect the Contractor and Owner against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall be not less than:

Bodily Injury.....	\$1,000,000 per occurrence
Property Damage.....	\$1,000,000 per occurrence

3. Comprehensive General Liability

This insurance shall be written in comprehensive form and shall protect the Contractor and Owner against all claims arising from injuries to persons other than his employees or damage to property of the Owner or others arising out of any act or omission of Contractor or his agents, employees, or Subcontractors. The policy shall also include protection against claims insured by usual personal injury liability coverage and shall include a "protective liability" endorsement to insure the contractual liability assumed by the Contractor under the indemnification provisions in the General Conditions, and "Completed Operations and Products Liability" coverage (to remain in force during the correction period).

General Aggregate..... \$2,000,000
Bodily Injury.....\$1,000,000 per occurrence
Property Damage.....\$1,000,000 per occurrence

4. Umbrella Liability Policy

This insurance shall protect the Contractor against all claims in excess of the limits provided under the workmen's compensation and employer's liability, comprehensive automobile liability, and general liability policies.

The liability limits of the umbrella liability policy shall not be less than \$1,000,000.

Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insureds shall be excess insurance.

Contractual Indemnity

In addition to the requirements to procure and maintain insurance, the Contractor, also, to the fullest extent permitted by law, hereby specifically and distinctly agrees to indemnify, defend, and hold harmless the City and/or any of its employees, officers or agents, and the City Engineer as he may act under the Agreement, from all suits, actions, legal proceedings, claims, demands, costs, expenses, and attorney's fees (each a "Claim") and, from all expense in defending Claims, including without limitation court cost, attorney's fees, the amount of any judgments recovered, and any other expenses resulting from Claims for bodily injury, sickness or disease, including death resulting therefrom, sustained by any person and/or resulting from Claims for injury to or destruction of property, including loss or use thereof, caused by arising from, incident to, connected with or growing out of the performance of the contract, including without limitations, the act(s) or omission(s) of the Contractor and his agents, servants, or employees, and/or by any subcontractor and his agents, servants or employees.

SECTION 300 TECHNICAL SPECIFICATIONS & DRAWINGS

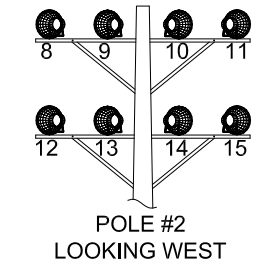
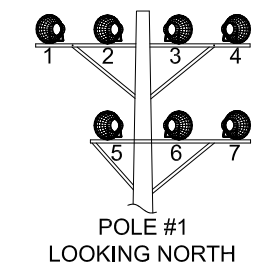
Construction Plans
(attached and dated October 31st, 2016)



Luminaire Schedule		
Symbol	Qty	Label
☉	15	SPL-800-5000K-15x15-120-277V-VR

Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Max/Min
Infield	Illuminance	Fc	34.66	51.3	21.0	2.44
Outfield	Illuminance	Fc	22.50	34.5	11.7	2.95

Luminaire Location Summary			
LumNo	MH (Feet)	Orient (Deg)	Tilt (Deg)
POLE #1			
1	60	150	55
2	60	110	68
3	60	100	65
4	60	70	55
5	57	125	60
6	57	85	60
7	57	40	45
POLE #2			
8	60	155	70
9	60	135	70
10	60	125	67
11	60	110	60
12	57	215	55
13	57	200	55
14	57	185	57
15	57	120	65



NOTES:

EXISTING CONDUIT, PULL BOXES, LOAD CENTER, AND CONTROLLER WHERE INSTALLED PREVIOUSLY, LOCATION AND DIMENSIONS SHOWN ARE APPROXIMATE AND SHALL BE VERIFIED BY THE CONTRACTOR.

EXISTING CONTROLLER REQUIRES ADDITIONAL CONTACTS TO BE INSTALLED AT THE PREDETERMINED LOCATIONS AND WIRED TO THE EXISTING LOAD CENTER USING CONDUIT PREVIOUSLY INSTALLED.

POLES SHALL BE 70' O.A.L. BALDWIN PRESTRESSED CONCRETE DODECAGON WITH THE SAME MANUFACTURING SPECIFICATIONS AS THE EXISTING POLES. REFERENCE BALDWIN JOB #26009

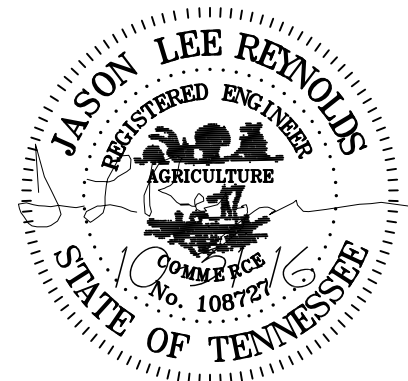
CONTRACTOR SHALL VERIFY POLE LOCATION AND ANY UNDERGROUND UTILITIES IN THE VICINITY PRIOR TO INSTALLATION.

CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF LUMINAIRE MOUNT FOR ENGINEER'S APPROVAL.

ALTERNATIVE DESIGNS MAY BE CONSIDERED, PROVIDED THE MANUFACTURER'S DESIGN MEETS OR EXCEEDS THE VALUES SHOWN IN THE CALCULATION SUMMARY.

PROJECT QUANTITIES

- 15 - 800W SPECGRADE LED LUMINAIRES
- 2 - POLES
- 4 - MOUNTING BRACKETS
- 1 - PULL BOX
- 2 - POLE MOUNTED JUNCTION BOXES
- 200 - L.F. WIRE FROM CONTROL ROOM TO JUNCTION BOXES
- 900 - L.F WIRE FROM LUMINAIRES TO JUNCTION BOXES



FIELD #1 LIGHTING LAYOUT
 WHITE HOUSE CITY PARK
 FOR THE
 CITY OF WHITE HOUSE
 WHITE HOUSE, TENNESSEE

REVISIONS	
NO.	DESCRIPTION

DESIGNER: PLC
 REVIEWER: JLR

PROJECT: 16-077

DATE: 10-31-16

SHEET: 1