

PROJECT MANUAL
FOR
OAKWOOD DRAINAGE IMPROVEMENTS



CITY OF LAKE LAND, TN
APRIL 2017

STANDARD
ADVERTISEMENT FOR BIDS
FOR
OAKWOOD DRAINAGE IMPROVEMENTS
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, May 4, 2017, for the following:

OAKWOOD DRAINAGE IMPROVEMENTS

Bids must be in one sealed envelope with statement thereon "BID ENCLOSED, OAKWOOD DRAINAGE IMPROVEMENTS" and be submitted to the receptionist at the City of Lakeland, Tennessee 10001 U.S. Highway 70, at or before the above stated time. Bids will be opened publicly, read aloud, and tabulated by the City Manager, or his or her Designee, at the above stated time and place, unless an alternative site is designated in writing prior to the time of Bid Opening. No bid may be withdrawn for a period of thirty (30) days after the date set for opening thereof. The City of Lakeland, Tennessee reserves the right to reject any or all bids and to waive any informalities or technicalities in the bidding; provided, however, that any bid received after the time specified or without accompanying Bid Guaranty, as stated below, will not be considered.

Bidding Documents, including specifications, are currently available from the City of Lakeland Tennessee, 10001 U.S. Highway No. 70, Lakeland Tennessee or www.lakelandtn.gov.

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

Guaranty will be accepted. The City may proceed against a Bid Guaranty unless either: a) the Agreement has been executed by Contractor and Performance, and Labor and Material Payment Bonds have been furnished, as required; or, b) the specified time has elapsed so that Bids may be withdrawn; or, c) the Bid has been rejected.

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

A Pre-Bid Conference will be held at 2:00 p.m., Local Time, April 27, 2017, at Lakeland City Hall. A site tour may be held to review the Project following this conference. Contact for this Project is Emily Harrell, P.E. at (901) 867-2718.

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

Jim Atkinson
City Manager

Publish: April 20, 2017
 April 26, 2017

STANDARD
INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS.

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

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

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

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

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

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

2. COPIES OF BIDDING DOCUMENTS.

2.1 Complete sets of Bidding Documents, which include the Advertisement for Bids, these Instructions to Bidders, Bid Form, Bid Bond, Contract Documents, and Addenda, may be obtained from the City of Lakeland, Engineering Office, 10001, U.S. Highway 70, Lakeland, Tennessee 38002.

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

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

3. QUALIFICATIONS OF BIDDERS.

3.1 Pre-qualification Requirements: Attendance at the Pre-Bid Conference may be considered by the City in determining a Bidder's qualifications. Consult Section 5 below.

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

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

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

4. PRE-BID CONFERENCE.

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

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

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

5. EXAMINATION OF CONTRACT DOCUMENTS AND SITE.

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

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

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

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

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

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

6. AVAILABILITY OF LANDS.

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

7. INTERPRETATIONS.

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

8. BID GUARANTY.

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

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

9. CONTRACT TIME.

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

10. LIQUIDATED DAMAGES.

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

11. MATERIAL AND EQUIPMENT.

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

11.2 Materials containing asbestos will not be accepted.

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

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

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

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

12. SUBCONTRACTORS, ETC.

12.1 If required by the City, the identity of certain Subcontractors and other persons and organizations shall be submitted to the City in advance of the Notice of Award. The apparent Successful Bidder, and any other Bidder so requested by the City, will within seven (7) days after the day of the Bid opening, submit to the City a list of names and addresses of all Subcontractors and

other persons and organizations whom Bidder proposes will furnish material and/or equipment for the Work. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each Subcontractor, person, and organization if requested by the City. If the City or Engineer after due investigation has reasonable objection to any proposed Subcontractor, or other person, or organization, the City may, before giving the Notice of Award, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution and the Agreement is not awarded to such Bidder for that reason, the Bidder's refusal will not constitute grounds for forfeiting the Bid Guaranty. Any Subcontractor, other person, or organization so listed and to whom the City or Engineer does not make written objections prior to giving of the Notice of Award will be deemed acceptable to the Owner and Engineer.

13. BID FORM

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

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

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

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

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

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

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

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

14. SUBMISSION OF BIDS.

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

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

15. MODIFICATION AND WITHDRAWAL OF BIDS.

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

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

16. OPENING OF BIDS.

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

17. BIDS TO REMAIN EFFECTIVE.

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

18. AWARD OF CONTRACT.

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

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

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

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

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

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

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

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

19. PERFORMANCE AND PAYMENT BONDS AND INSURANCE CERTIFICATES.

The General and Supplementary Conditions set forth the City's requirements as to Performance and Payment Bonds and Insurance Certificate(s). When the Successful Bidder delivers the executed Agreement to the Owner, it shall be accompanied by the required Bonds and Insurance Certificate(s).

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

20. SIGNING OF AGREEMENT.

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

Notes:

Revised 10.11.09 paragraph 14.1 and 14.2

EXHIBIT "A"
STANDARD
BID FORM

PROJECT IDENTIFICATION: City of Lakeland, Tennessee
Project Description: Oakwood Drainage Improvements

THIS BID SUBMITTED TO: City of Lakeland, Tennessee
10001 U.S. Highway 70
Lakeland, Tennessee 38002

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by August 25, 2017, and completed and ready for final payment not later than September 1, 2017, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Tennessee Statutes is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
 - 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 is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ _____

TOTAL BASE BID, IN WORDS: _____ DOLLARS.

- 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. The following documents are attached to and made a condition of this Bid:
 - A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
 - B. Itemized Bid Schedule.
- 10. Communications concerning this Bid shall be addressed to:

Address of Bidder: _____

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

Submitted on _____, 2017.

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

IF BIDDER IS:

AN INDIVIDUAL

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

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

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

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

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

(State of Incorporation or Organization)

By: _____ (seal)

(Title)

(Seal)

Attest: _____

Business Address: _____

Phone Number: _____

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

Bid Schedule Oakwood Drainage Improvements

BID DATE: _____
 COMPANY NAME: _____
 ADDRESS: _____

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

LS = Lump Sum R&R = Remove and Replace LF = Linear Feet F&I = Furnish and Install SYI = Square Yard Inch
 SY = Square Yard FA = Force Account CY = Cubic Yard EA = Each Ton = Ton

Schedule A –

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1		
2	Construction Testing	LS	1		
3	Construction Staking	LS	1		
4	Site Demolition	LS	1		
5	R&R Concrete Driveway (Lot 21)	LS	1		
6	R&R Concrete Sidewalk	LF	225		
7	R&R Wooden Fence	LF	50		
8	R&R Rod Iron Fence	LF	10		
9	F&I 12" HP Storm Pipe	LF	288		
10	F&I 15" HP Storm Pipe	LF	557		
11	F&I 3070 Inlet	EA	8		
12	F&I Type D Headwall	EA	1		
13	F&I Silt Fence	LF	1700		
14	F&I Tree Protection Fencing	LF	760		
15	F&I Inlet Siltation Control	EA	8		
16	F&I Construction Exit	EA	2		
17	F&I Class C Rip Rap	Tons	61		
18	F&I Bermuda Sod	SY	800		
19	F&I Zoysia Sod	SY	2000		
Total Bid Schedule A					

Total Base Bid : _____
 _____ Dollars (\$ _____).

Add Alternate

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
9A	F&I 12" Reinforced Concrete Pipe	LF	288		
10A	F&I 15" Reinforced Concrete Pipe	LF	557		
Total Add Alternate					

STANDARD
BID BOND

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

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

NOW, THEREFORE,

A. If said BID shall be rejected; or,

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

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, this ____ day of _____, 2017.

Attest:

Principal (Corporation, Partnership, Individual)

Secretary or Authorized Witness

(Seal)

By
(Authorized Representative)

(Print or Type Name)

Address

State of _____)
)ss.
County of _____)

The foregoing Bid Bond was executed before me by _____,
on behalf of _____, this ____ day of _____, 2017.

My Commission Expires: _____

Notary Public

Surety

BY: _____
Attorney-in-Fact for Surety

Address

State of _____)
) ss.
County of _____)

The foregoing Bid Bond was executed before me by _____, who
represented that he/she was the Attorney-in-Fact for the above named Surety, this ____ day of
_____, 2017.

My Commission Expires: _____

Notary Public

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 drainage improvements in Oakwood Subdivision; 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 Oakwood Drainage Improvements, 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 August 25, 2017, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by September 1, 2017.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 15 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner one Hundred Dollars (\$100.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1

for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner One Hundred Dollars (\$100.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of _____ (\$ _____), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the 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.

Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 15 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
 - 5.1.1 During the course of the Contract progress payments will be made in an amount equal to 95% of the Work completed, less in each case the aggregate of payments previously made.
 - 5.1.2 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to 95% of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City in accordance with Tennessee Statutes 54-5-122. Before final acceptance of the project as having been finally completed, the contractor shall furnish evidence of payment in full for materials and labor to the City in accordance with Tennessee 54-5-122. When this is done, full settlement may be made with the contractor, but not until thirty (30) day's notice is some newspaper published in the county where the work is done, if there is a newspaper there, and if not, in a newspaper in an adjoining county that settlement is about to be

made and notifying all claimants to file notice of their claims with the officials and the period for filing shall not be less than thirty (30) days after the last published notice. In the event claims are filed, the officials shall withhold a sufficient sum to pay the claims in the same way and manner as is provided for claimants making claims against contractors dealing with the Department of Transportation in accordance with Statutes 54-5-123, and claimants may bring suits against contractors in the way and manner provided in 54-5-124, as suits are brought against contractors dealing with the department. Where claims are allowed by the Courts, Statutes 54-5-125 and 54-5-127 shall be applicable.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Tennessee Statutes Section 66-11-104 et seq., withheld percentages for Contracts exceeding \$500,000.00 will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Tennessee Statutes Section 66-11-104. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Tennessee Statutes Section 66-11-104 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract price, within the Contract Time, and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract documents.

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same (if applicable)
- 8.3 Exhibit "A" - Bid Form and Bid Schedule.
- 8.4 Affidavit of Drug Free Work Program
- 8.5 No Addenda
- 8.6 Performance Bond
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 2013 Standard General Conditions of the Construction Contract (Pages i to 62, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections
- 8.10 Special Provisions (Section 01810)
- 8.11 Technical Specifications consisting of seven (7) sections
- 8.12 Notice of Award.
- 8.13 Notice to Proceed.
- 8.14 Minutes of the Pre-Bid Conference, if any.
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Article 11 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

ARTICLE 9. MISCELLANEOUS PROVISIONS.

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

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year first above written.

APPROVED AS TO FORM:

(PROJECT: _____)

DATED this _____ day of _____, 2017

ATTEST:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:
CITY OF LAKE LAND, TENNESSEE
A Municipal Corporation

By: _____
 Jessica Millspaugh
Title: City Recorder

By: _____
 Wyatt Bunker
Title: Mayor

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Business*):

OWNER (*Name and Address*):

City of Lakeland
10001 Highway 70, Lakeland TN 38002

CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*): Oakwood Drainage Improvements

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By:

Signature

Print Name

Title

Attest:

Signature

Title

By:

Signature (Attach Power of Attorney)

Print Name

Title

Attest:

Signature

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (Name, Address, and Telephone)

Surety Agency or Broker:

Owner's Representative (Engineer or other):

PERFORMANCE BOND

CONTRACTOR (name and address):

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

OWNER (name and address):

City of Lakeland
10001 Highway 70
Lakeland, TN 38002

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: \$

Description (name and location): Oakwood Drainage Improvements

BOND

Bond Number:

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

Amount:

Modifications to this Bond Form: None See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (seal)

Surety's Name and Corporate Seal (seal)

By: _____
Signature

By: _____
Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

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

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

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

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

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

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

14. Definitions

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

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

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

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

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

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

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

16. Modifications to this Bond are as follows:

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

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

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

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

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

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

Notary Public

My commission expires: _____

SECTION 01010

SUMMARY OF WORK

A. Project Identification:

Oakwood Drainage Improvements

B. Project Summary:

This project consists of drainage improvements within Oakwood Subdivision. Work includes the installation of 3070 inlets and corresponding pipe as indicated on the Construction Plans.

The contractor is responsible for all utility locates in the area of work and for those that may be affected by the construction. Coordination with utility company will be required. The location and depth of all utilities shown on the Construction Plans is estimated. Contractor should use caution when excavating in these areas.

Temporary traffic control measures shall be used during all phases of construction. All attempts shall be made to keep at least one lane of roadway open. In the event of a road closure, the Owner shall be notified within 48 hours in order to inform the residents of the impeding work. Access to private residences shall be provided throughout the project.

All construction material shall be removed and properly disposed of in accordance with State and local regulations within the time limits of the project. Removal and hauling away of all construction debris including unsuitable soils shall be the responsibility of the Contractor.

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

- Furnish and install 288 linear feet of 12 inch pipe and 557 linear feet of 15 inch pipe. Base bid includes HP Storm Pipe (or approved equal). Reinforced concrete pipe is included as an add alternate.
- Furnish and install 8 - 3070 inlets and 1 – Type D Headwall as shown on the plans. All structures shall be precast concrete according to City of Lakeland Specifications.
- Grade areas as shown on plans to ensure proper drainage toward newly installed inlets.
- Erosion control measures shall be installed and approved prior to commencing construction. Silt fence shall be used along clearing limits.
- Remove and replace concrete sidewalk damaged during construction. Sidewalk shall be replaced in full sections.
- Remove and replace the concrete driveway located at 4434 Mt. Gillespie.
- All disturbed areas shall be graded and stabilized with sod upon completion of construction. These areas shall be returned to a condition equal to that prior to construction.

C. Particular project requirements.

1. Apply for, obtain, and pay for permits when required to perform the work.
2. Field-verify dimensions indicated on drawings (when applicable) before fabricating or ordering materials. Do not scale drawings.
3. Notify Owner of existing conditions differing from those indicated on the drawings. Verify the existence and location of underground utilities along the route of proposed work. Omission from, or inclusion of, locations on the drawings, is not to be considered as the nonexistence of, or the definite location of, existing underground utilities. Do not remove or alter existing utilities without prior written approval.
6. 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.
7. 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