

# CITY OF MURRAY

## Security Cameras Installation at the Murray Calloway County Park



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## CONTRACT DOCUMENTS

January 24, 2023

## TABLE OF CONTENTS

SECTION 00020 – ADVERTISEMENT FOR BIDS

SECTION 00100 – INSTRUCTIONS TO BIDDERS

SECTION 00310 – BID

SECTION 00500 – AGREEMENT

SECTION 000601 – PERFORMANCE BOND

SECTION 000602 – PAYMENT BOND

SECTION 00610 – NOTICE OF AWARD

SECTION 00615 – NOTICE TO PROCEED

SECTION 00650 – CONTRACT CHANGE ORDER

SECTION 01000 – GENERAL

SECTION 01120 – GENERAL PROVISIONS

SECTION 02000 – SPECIFICATIONS

SECTION 00020 - ADVERTISEMENT FOR BIDS

**Advertisement for Bids**

Separate sealed BIDS for the installation of security cameras at the park for the City of Murray, will be accepted by the City Clerk of the City of Murray at the City Hall Building, 500 Main Street, Murray, Kentucky 42071 until 2:00 p.m. (Local Time), February 9th, 2023 and then at said building publicly opened and read aloud in the Council Chambers of City Hall.

Award shall be made on the basis of bid price, experience, workload, and ability to meet schedules.

Digital procurement of the CONTRACT DOCUMENTS may be obtained by contacting Marisa Stewart, [Marisa.Stewart@murrayky.gov](mailto:Marisa.Stewart@murrayky.gov) (270) 762-0350 Ext. 1134. Hard copies may be available for \$5 non-refundable deposit.

Bids shall be accompanied by a bid bond or a certified check payable to the City of Murray in the amount equal to five percent (5%) of the bid.

**The OWNER reserves the right to reject any and all BIDS and waive any formalities in the bidding.** No BID shall be withdrawn for a period of thirty (30) days subsequent to the opening of the BIDS without the consent of the OWNER.

Any questions with respect to the CONTRACT DOCUMENTS should be directed towards the Project Manager, Marisa Stewart, at [Marisa.Stewart@murrayky.gov](mailto:Marisa.Stewart@murrayky.gov) or (270) 762-0350 Ext. 1134.

Any questions regarding on SITE VISIT AND CAMERA LOCATIONS should be directed towards the Park Director, Ryan Yates, at [ryan.yates@murrayparks.org](mailto:ryan.yates@murrayparks.org), or 270-762-0325.

END OF SECTION 00020

**CITY OF MURRAY**  
**SECURITY CAMERAS INSTALLATION**  
**INVITATION TO BID/CONTRACT TERMS FOR SERVICE**

**I. INVITATION TO BID**

The City of Murray will accept sealed bids for the allation of security cameras at the park for the City of Murray.

Bids must be signed, sealed and marked “Bid Confidential–Installation of Security Cameras Bid” and delivered to the Customer Service Desk located at: 500 Main Street, Murray, Kentucky 42071 no later than **2:00 PM** local time on **February 9th, 2023.** Bids will be opened promptly at 2:00 PM and read aloud in the City Council Chambers. Specifications are available at the Office of the City Clerk, 500 Main St., Murray, KY between the hours of 8:00 AM and 4:00 PM.

Award of the contract will be based upon consideration of cost, experience with similar projects, workload, and demonstrated ability to meet schedules and service offerings. The City of Murray reserves the right to reject any and all bids, including, but not limited to, the lowest bid, in the event it is determined not to be in the best interest of the City. The City of Murray further reserves the right to waive any formalities, technicalities in the bidding process or to negotiate directly with any Contractor submitting a bid.

Any bid may be withdrawn prior to the above scheduled time for opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within thirty (30) days after the actual date of the opening thereof. Should there be any reason why the bid cannot be awarded within the specified period, the time may be extended by mutual agreement between the City of Murray and all qualified Bidders.

Bidders must meet all requirements set forth in the Instructions to Bidders.

The Mayor and City Council reserve the right to reject any or all bids or to accept such bid as they deem to be in the best interest of the City of Murray.

**II. GENERAL CONTRACTUAL REQUIREMENTS**

The successful bidder (“Contractor”) shall disclose all employees and potential subcontractors that will be performing work under this Agreement. Such subcontractors and employees must be approved by the City. The City may reject individual subcontractors presented and/or any affiliate that may be presented by the Contractor bidding on this work.

Contractor shall indemnify and hold harmless the City of Murray for any and all negligent acts on the part of the Contractor, his agents and assigns, employees, subcontractors, partners or other affiliates.

Contractor shall hold a valid City of Murray business license.

Contractor shall be in full compliance with collecting and submitting the Occupational License taxes required by Ordinance.

Contractor must provide a certificate of insurance as proof of Workers Compensation Insurance coverage.



Contractor shall provide proof of errors and omissions coverage as well as \$250,000 liability insurance coverage and shall name the City of Murray as an additional insured. Such insurance shall be maintained

#### SECTION 00100-2

throughout the term of the Agreement with the City. Contractor shall provide the declaration pages for such coverage to the City.

Contractor shall comply with all federal, state and local laws impacted by the bid, including OSHA safety requirements.

### III. ADDITIONAL BID AND CONTRACT SPECIFICATIONS

Bidder shall provide letters of recommendation as designated upon request of City.

By submitting a bid, Contractor acknowledges and agrees that additional services may be required and the Contract may be amended to reflect such.

By submitting a bid, Contractor acknowledges and agrees that ONLY signed and sealed bids will be accepted upon delivery to the Customer Service Desk located at: 500 Main Street, Murray, Kentucky 42071 by **2:00 PM** local time on **February 9, 2023** and any bid received after the time and date specified or received unsealed or received unsigned shall not be considered. By submitting a bid, Contractor acknowledges and agrees that Bidder shall indemnify and hold the City of Murray and any or all of its employees harmless for negligent acts on the Bidder's behalf, their agent, employer, subcontractors, partners, affiliates and other assigns.

By submitting a bid, Contractor acknowledges and agrees that the successful Bidder's Contract with the City of Murray may be terminated at any time, with or without cause, upon thirty (30) days prior written notice from the City of Murray to the successful Bidder of the termination.

Contractor further acknowledges that the awarded bid shall not be rescinded during its life except for misconduct, nonperformance, and/or non-approved substitution of commodity or other failure to comply on the part of the Contractor. In the event of such action being invoked, the bid and contract shall be null and void thirty (30) days upon receipt of written notice from the City Administrator.

### III. PROPERTY COVERED UNDER THE BID/ AGREEMENT

The bid quotations are to remain in effect for the entire period of the Agreement, with the option for extensions as provided above. Please provide the bid price per each service listed.

END OF SECTION 00100

BID FORM

Name of Bidder: \_\_\_\_\_

Bidder's Address and Telephone Number:

\_\_\_\_\_

Person Preparing Bid: \_\_\_\_\_

Title of Person Preparing Bid: \_\_\_\_\_

Date Bid Prepared: \_\_\_\_\_

**Bid Total (50 Cameras + Computer, etc.):** \_\_\_\_\_

**Unit Price Per Camera + Installation:** \_\_\_\_\_

**Computer, Monitor, and Program:** \_\_\_\_\_

Signature of Individual or Authorized Agent:

\_\_\_\_\_

Signature of an Authorized Agent on behalf of a Company represents and asserts all the information

submitted and all terms and conditions of the bid are verified and accepted by the bidding company.

Signature verifies that he or she is authorized to sign for the Company submitting the bid.

No bid submitted unsigned will be considered.

Approved by City of Murray:

\_\_\_\_\_

Mayor of Murray

Date: \_\_\_\_\_

BIDDER agrees to perform all the work and furnish all materials described in the CONTRACT DOCUMENTS for the following lump sum.

**Note:** BIDS shall include sales tax and all other applicable taxes and fees.

THE CITY OF MURRAY IS AN EQUAL OPPORTUNITY CONTRACTOR.

## SECURITY CAMERAS FOR PARK AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, in the year two thousand and twenty-three, by and between the CITY OF MURRAY, herein called the "City", acting herein through its Mayor or designee, a corporation, and Groves Electrical Services doing business as Groves Electrical Services, County of Hopkins, State of Kentucky, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the owner, the Contractor hereby agrees with the City to commence and complete the construction under the terms as stated in the information for bidders and general conditions and described as follows:

Security Cameras, hereinafter called "The project", for the sum of \_\_\_\_\_.

### 1. PERFORMANCE OF WORK

- A. The Contractor agrees to do all the work and furnish all the materials of every kind, tools and appliances of every nature, necessary or proper for performing and completing the work required by this contract in accordance with the conditions and prices stated in the proposal, the information for bidders and general conditions, the scope of work, plans and/or specifications, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof all of which are made a part hereof and collectively evidence and constitute the contract marked Security Cameras for Park for identification.
- B. The Contractor shall perform and complete the entire work under the direction of, and/or to the satisfaction of, the Project Manager, and the Contractor shall conduct his or her work so as to minimize interference with public and private business and travel. He or she shall, at his or her own expense, whenever necessary or required, provide barricades and shall take such other precautions as may be necessary to protect life, property, buildings, and structures; and shall be liable for all damages occasioned in any way by his or her act of neglect or that of his or her agents, subcontractors, employees, or workers.

### 2. DATES OF BEGINNING AND COMPLETION OF WORK

The Contractor agrees to begin the work on or before a date to be specified in a written "Notice to Proceed" from the City, and to fully complete the work embraced in this contract with speed and diligence so as to complete the Work within 120 consecutive calendar days thereafter. The Contractor agrees to pay, as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter as provided in the General Conditions. The Contractor must submit all required documents to the City before the Notice to Proceed will be issued.

## SECTION 00500-2

### 3. SKILLED WORKERS

The Contractor shall employ only competent workers in the work and all work shall be performed in a workmanlike manner and in compliance with all applicable building codes.

### 4. EMPLOYMENT OF LABOR

The Contractor, in the construction of the work herein contracted for, in the employment of mechanics and laborers, shall give preference to citizens of the City and County of Calloway.

The Contractor agrees that he or she is as fully responsible to the City for the acts and omissions of his subcontractor and of persons either directly or indirectly employed by them as he or she is for the acts and omissions of persons directly employed by him or her.

### 5. INSURANCE

Contractor shall provide and maintain, and shall require subcontractors, if any, to provide and maintain, with forms and insurers acceptable to the City and having a Best Rating of not less than A+ (or another rating acceptable to the city) for the following insurance coverage's:

- (a) Insurance protection for Contractor's employees to the extent required by the Workers' Compensation Law of the states where this work will be performed and where same is not applicable or if necessary to provide a defense to the city, Employers Liability Protection (covering both City and Contractor) for Contractor's employees for no less than \$1,000,000 per employee.
- (b) If applicable, Longshoremen's & Harbor Workers' Compensation Act Insurance Coverage imposed by federal statutes having jurisdiction of Contractor's employees while engaged in the performance of the services. The policy shall have a limit of no less than \$1,000,000.
- (c) Commercial General Liability Insurance, written on an occurrence basis only with a combined single limit of no less than \$1,000,000 per occurrence. This insurance shall include coverage for bodily injury, broad form property damage, (including completed operations), personal injury (including contractual and employee acts), blanket contractual, contractor's protective, and products and completed operations. Further, the insurance shall include coverage for the hazards commonly referred to as XCU (explosion, collapse and underground). This coverage should be obtained if the contract involves blasting, excavating, tunneling or other underground work. Said insurance shall contain a severability of interest's provision. The products and completed operations coverage shall extend for (2) years past acceptance, cancellation, or termination of Services.
- (d) Business Automobile Liability Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence, with respect to all vehicles used in performance of the services, whether owned, non-owned, leased, hired or assigned.
- (e) If applicable, Aircraft Public Liability Insurance, covering fixed wing and rotorcraft aircraft, whether owned, non-owned, leased, hired or assigned with a combined single limit for bodily injury and property damage, including passenger liability coverage of no less than \$5,000,000.
- (f) If applicable, Builders Risk Insurance in the amount of 100 percent of the contract amount of the building or buildings to be constructed. Unless otherwise specified, the Contractor shall provide and maintain a builders risk policy inclusive of fire, extended coverage, vandalism and malicious mischief insurance.

## SECTION 00500-3

The policy will cover the interest of the city and the contractor and a certificate of insurance evidencing such coverage shall be secured and presented to the city prior to the start of construction.

The policies required by this section shall be endorsed to include the City as additional insured's and shall stipulate that the insurance shall be primary insurance and that any insurance carried by the City, its directors, officers, public officials or employees shall not be contributory insurance.

Contractor and its insurers providing the required coverages shall waive all rights of recovery against the City and its directors, officers, public officials, employees and agents.

Prior to commencing any services under this contract, Contractor will furnish the City with certificates of insurance issued by Contractor's insurer(s), as necessary, in a form acceptable to the City, as evidence that the insurance policies, including all applicable endorsements, providing the required coverage's, conditions, and limits required by the section are in full force and effect. City also reserves the right to request and receive certified copies of any and all such Insurance policies and or endorsements. City shall not be obligated however to review such insurance certificates, policies and endorsements, or to advise Contractor of any deficiencies in such documents, and such receipt shall not relieve Contractor from or be deemed a waiver of the City's right to insist on strict fulfillment of Contractor's obligations herein. Contractor's Certificates of Insurance shall provide for no less than thirty days advance notice of cancellation, termination or alteration. All such certificates, endorsements and notices shall be sent directly to the City.

### 6. REQUIRED DOCUMENTS

The Contractor, in addition to the required insurance, must submit proof of a current City business license before beginning the project. The Contractor will also need to complete a Form W-9, Request for Taxpayer Identification Number and Certification. The Contractor will also be responsible for acquiring any permits as needed.

### 7. GUARANTY

The Contractor guarantees, for a period of one year from and after the date of the final payment hereunder, that the work done and materials furnished shall be free from failures, defects, or flaws.

### 8. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the City, its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising from the execution of the work under this contract.

### 9. MATERIALS FURNISHED AND SERVICES RENDERED

The person or corporation entering into this contract will pay for all materials furnished and services rendered in the performance of the work of this contract, and any person or corporation furnishing such materials or rendering such services, may maintain an action

SECTION 00500-4

thereon to recover for the same against the Contractor, as though such person or corporation was named a party of the contract. Prior to payment of all or part of the contract price, Contractor shall execute a statement confirming that there are no unpaid mechanics or material liens.

10. PAYMENT

Final payment will be made within thirty (30) days after the project is completed and approved by the City and an invoice is received unless interim payment schedules have been arranged between the contractor and the City.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first aforesaid.

CONTRACTOR

THE CITY OF MURRAY

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

City Representative

STATE OF KENTUCKY)

) SS

COUNTY OF CALLOWAY)

Subscribed and sworn before me by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2023

My Commission expires \_\_\_\_\_.

\_\_\_\_\_.

Notary Public

STATE OF KENTUCKY)

) SS

COUNTY OF CALLOWAY)

Subscribed and sworn before me by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2023

My Commission expires \_\_\_\_\_.

\_\_\_\_\_.

Notary Public

END OF SECTION 00500

SECTION 000601 - PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1)

\_\_\_\_\_ and (2)

\_\_\_\_\_, hereinafter called "Principal" and (3)

\_\_\_\_\_, hereinafter called the "Surety", are held and firmly bound unto (4)  
, State of Kentucky, hereinafter called Owner, in the penal sum

\_\_\_\_\_.  
(\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the "OWNER", dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023, a copy of which, is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_, the Principal and Surety, jointly and severally bind themselves to the Owner in the above stated sum that the Principal shall well, truly, and faithfully perform all to the undertakings, covenants, terms and conditions, and agreements of said Contract during the term thereof and any extensions approved by the Owner and shall satisfy all claims and demands incurred under such Contract.

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety; and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, FURTHER that the said Surety for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Work to be performed there under or the specifications accompanying the same shall in any ways affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract, or the Work, or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim maybe unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ten (10) counterparts each one of which shall be deemed as original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023

ATTEST:

\_\_\_\_\_

(Principal Secretary)

\_\_\_\_\_

(Principal)

(SEAL)

By: \_\_\_\_\_

Expires: \_\_\_\_\_

\_\_\_\_\_

(Witness to Principal)

\_\_\_\_\_

(Address and Zip Code)

ATTEST:

\_\_\_\_\_

(Surety Secretary)

\_\_\_\_\_

(Surety)



(SEAL)

By: \_\_\_\_\_

\_\_\_\_\_  
(Witness to  
Surety)

Expires: \_\_\_\_\_

\_\_\_\_\_  
(Address and Zip Code)

NOTE: Date of Bond must not be prior to date of Contract.

(1) Correct name of Contractor; (2) A Corporation, a Partnership, or an Individual, as case may be; (3) Correct name of Surety; (4) Correct name of Owner; (5) If Contractor is Partnership, all partners should execute Bond.

END OF SECTION 000601

SECTION 000602 - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

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(Name of Contractor)

---

(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and

(Corporation, Partnership or Individual)

---

(Name of Surety)

hereinafter called Surety, are held and firmly bound unto

---

(Name of Owner)

---

(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars, (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_ 2023, a copy of which is hereto attached and made a part hereof for the construction of:

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SECTION 000602 -2

NOW THEREFORE, if the principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this is the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal Secretary)

SECTION 000602 -3

(SEAL)

By: \_\_\_\_\_

Expires: \_\_\_\_\_

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address and Zip Code)

ATTEST:

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Surety Secretary)

(SEAL)

By: \_\_\_\_\_

Expires: \_\_\_\_\_

\_\_\_\_\_  
(Witness to Surety)

SECTION 000602 -4

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(Address and Zip Code)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

END OF SECTION 000602

SECTION 00610 – NOTICE OF AWARD

Date: \_\_\_\_\_, 2023

To: \_\_\_\_\_  
(Bidder)

Project: City of Murray Security Cameras for Park  
Murray, Kentucky 42071

You are notified that your Bid, dated \_\_\_\_\_, 2023 for the above Contract, has been considered.  
You are the apparent successful bidder and have been awarded a contract for the total work.

One copy of the proposed Contract Documents (except drawings) accompany this Notice of Award. One set of Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within five (5) days of the date of this Notice of Award.

1. You must deliver the OWNER three (3) fully executed counterparts of the Agreement, including all the Contract Documents. Each of the Contract Documents must bear your signature on the cover page.
2. You must deliver, with the executed Agreement, the Contract Security (Bonds) as specified in the Specifications.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within ten (10) days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

CITY OF MURRAY, OWNER

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

SECTION 00610-2

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_  
this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

END OF SECTION 00610

SECTION 00615 – NOTICE TO PROCEED

TO: \_\_\_\_\_

DATE: \_\_\_\_\_

Project: City of Murray **Security Cameras for Park**  
Murray, Kentucky 42071

You are hereby notified to commence WORK in accordance with the AGREEMENT dated \_\_\_\_\_, 2023, on or before \_\_\_\_\_, 2023, and you are to complete the work within \_\_\_\_\_ consecutive calendar days of the dated Notice to Proceed listed above, which date is \_\_\_\_\_, 2023.

CITY OF MURRAY, OWNER

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

END OF SECTION 00615



SECTION 00650 – CONTRACT CHANGE ORDER

CHANGE ORDER NO. \_\_\_\_\_

PROJECT: \_\_\_\_\_

DATE: \_\_\_\_\_

LOCATION: \_\_\_\_\_

TO: \_\_\_\_\_

Contractor

You are hereby requested to comply with the following changes from the Contract Plans and Specifications:

ITEM NO.	DESCRIPTION OF CHANGES - QUANTITIES, UNITS, UNIT PRICES, CHANGES IN COMPLETION SCHEDULE, ETC.	DECREASE IN CONTRACT PRICE	INCREASE IN CONTRACT PRICE
		\$	\$
	TOTAL DECREASE	\$	
	TOTAL INCREASE		\$
	Net (Increase)(Decrease) Contract Price	\$	\$
TOTAL CONTRACT PRICE BEFORE THIS CHANGE			\$
NEW TOTAL CONTRACT PRICE INCLUDING THIS CHANGE			\$

The time provided for completion in the contract is unchanged, increased, decreased, by \_\_\_\_\_ calendar days. The new date for completion of all work will be \_\_\_\_\_, 2023. This document shall become an amendment to the contract and all provisions of the contract will apply thereto.

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
Owner

END OF SECTION 00650

## SECTION 01000 – GENERAL

### 1.0 SCOPE

The Contractor shall furnish all labor, materials, equipment, tools, transportation, services and incidental items necessary to perform the work, all in accordance with the drawings and various sections of these specifications.

### 2.0 PERMITS, CERTIFICATES, LAWS, ORDINANCES, AND CODES

The Contractor shall, at his own expense, procure all permits, certificates and licenses required of him by law for the execution of his work. He shall comply with all federal, state and local laws, ordinances or rules and regulations relating to the performance of the work. In case of difference between building codes, specifications, state laws, local standards and ordinance, industry standards, utility company regulations and the Contract Documents, the most stringent shall govern.

### 3.0 CLEANING UP

The Contractor shall, at all times, keep the construction area, including storage areas used by him, free from accumulations of waste material or rubbish and, prior to completion of the work, remove any rubbish from and about the premises, and remove all tools, equipment, and materials, not the property of the Owner. Upon completion, and prior to final payment, the Contractor shall leave the premises in a neat, clean, and workmanlike condition satisfactory to the Owner and Engineer. All property, both public and private, which has been damaged in the prosecution of the work, shall be restored in an acceptable manner prior to final payment to the Contractor.

### 4.0 ENGINEER'S DECISIONS

All claims of the Owner or the Contractor shall be presented to the Engineer for decision which will be made in writing within a reasonable time. All decisions of the Engineer shall be final except in cases where time and/or financial considerations are involved, which will be subject to arbitration.

### 5.0 PRIVATE PROPERTY

The Contractor shall not enter upon private property outside the easement area for any purpose without obtaining permission, and he shall be responsible for the preservation of all public property, trees, monuments, etc., along and adjacent to the street, right-of-way, easement and/or site, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property markers until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.

## SECTION 01000-2

### 6.0 PRECONSTRUCTION CONFERENCE

Prior to issuance of the Notice to Proceed, a preconstruction conference will be held with representatives of the Contractor, Owner, and Engineer in attendance. Discussion will center around each party's responsibility towards the other, the Contractor's plans for prosecution of the work and subcontracting.

### 7.0 TRAFFIC SIGNS

The Contractor shall comply with the Commonwealth of Kentucky's Department of Transportation Manual on Uniform Traffic Control Devices for Highway Construction and Maintenance, (MUTCD), at all times. No work will be allowed on public right-of-way until the proper warning and construction signs have been erected in accordance with the Manual on Uniform Traffic Control Devices.

### 8.0 PUBLIC SAFETY AND CONVENIENCE

The contractor shall at all times so conduct his work as to minimize interference with school activities and insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Engineer. No road or street shall be closed to the public except with the permission of the Engineer and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches, which shall not be obstructed except as approved by the Engineer.

### 9.0 DAMAGE TO EXISTING FACILITIES, PROPERTY, ETC.

The Contractor shall avoid damage as a result of his operations to existing sidewalks, street, pavement, utilities, adjoining property, the work of other Contractors and the property of the Owner and others, and shall, at his own expense, completely repair any damage thereto caused by operations.

#### Location of Utilities

It shall be the Contractor's responsibility to familiarize himself with the location of all utilities or other obstruction with the specified limits of his construction, and to accurately determine the location of such utilities or obstruction, in order that he may prevent all damage thereto.

#### Claims for Extra Cost

Omission of specific location of utilities or obstruction on drawings provided will not constitute basis of claims for extra cost for damage to said utilities, or to any other property

SECTION 01000-3

or equipment, nor shall this relieve the Contractor of his responsibility to repair all such damage at his own expense.

END OF SECTION 001000

## SECTION 01120 – GENERAL PROVISIONS

### 1.01 DESIGNATION OF PARTIES:

All references in the Specifications, Contract Documents, and Drawings to “OWNER” shall mean  
City of Murray.

### 1.02 ACCESS TO INSPECTION OF WORK:

Representatives of the City of Murray, shall at all times have full access to the project site for inspection of work accomplished under this Contract and for inspection of materials intended for use under this Contract. Authorized representatives of the funding agency have the right to visit the site at intervals to protect the State and Federal interest and determine compliance with State and Federal regulations.

### 1.03 CONSTRUCTION INSPECTION:

The Owner will provide inspection on the project. All work will be required to be approved by the  
Owner’s inspector.

### 1.04 PRE- CONSTRUCTION CONFERENCE:

The Contractor, Engineer, and Owner, or their duly appointed representative, shall meet in a pre- construction conference prior to the initiation of construction to organize, schedule, and determine responsibilities for the work as it pertains to each party of the Contract.

### 1.05 CLEANING:

The Contractor shall at all times keep the construction site and the surrounding area presentable to the public, and clean of rubbish caused by the Contractors operations. Upon completion of the work, the Contractor shall remove all rubbish, all tools, equipment, and surplus materials, from and about the premises, and shall leave the site clean and ready for use.

All waste and excess material shall be disposed of off the project site at no additional cost to the Owner. In no case shall any waste material (any removed concrete, trees, form work, etc.) be buried on site. Burning is not permitted.

Upon completion of the project, the Contractor is responsible for leaving the project site in as good or better condition than the original.

## SECTION 01120-2

### 1.06 SCHEDULES, REPORTS, AND RECORDS:

- A. The CONTRACTOR shall submit to the OWNER such progress schedules, payrolls, reports, estimates, records, and such other data as the OWNER may request concerning WORK performed or to be performed.
- B. Prior to the first partial payment estimate the CONTRACTOR shall submit schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated dates of completion of each part and the dates at which any special detailed drawings will be required.
- C. The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

### 1.07 PERMITS:

- A. Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR. Permits, license, and easements of a permanent nature shall be secured and paid for by the OWNER. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing and any changes shall be adjusted as provided in CHANGES IN THE WORK.

### 1.08 COMPLIANCE WITH SAFETY REGULATIONS:

- A. The CONTRACTOR shall comply with all governing federal and state laws regarding safety, including all current requirements of the Occupational Safety and Health Act (OSHA). CONTRACTOR shall be solely responsible for job safety in accordance with all laws, regulations, and methods of OSHA and the state.

### A.09 CHANGES IN WORK:

- A. The OWNER may at any time, as the need arises, order changes within the Scope of Work without invalidating the AGREEMENT. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for the performance of WORK, an equitable adjustment shall be authorized by CHANGE ORDER.
- B. The ENGINEER, also may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the Work so ordered by the ENGINEER unless the CONTRACTOR believes

## SECTION 01120-3

that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within five (5) days after receipt of the ordered change, and the CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

### 1.10 CHANGES IN CONTRACT PRICE:

- A. The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any work covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:
  - 1. Unit prices previously approved.
  - 2. An agreed lump sum
  - 3. The actual cost for labor, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be an added amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

### 1.11 CORRECTION OF WORK:

- A. The CONTRACTOR shall promptly remove from the site all work rejected by the ENGINEER or OWNER for failure to comply with the CONTRACT DOCUMENTS and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER.
- B. All removal and replacement of the WORK shall be at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of written notice to correct such WORK, The OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

### 1.12 SUPERVISION BY CONTRACTOR:

- A. The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The CONTRACTOR shall employ and maintain a qualified supervisor or superintendent who has been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

SECTION 01120-4

1.13 TERMINATION OF WORK:

- A. The OWNER may, at any time and without cause, terminate the WORK after five (5) days from the delivery of WRITTEN NOTICE to the CONTRACTOR of intent to abandon the PROJECT and terminate the CONTRACT. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

1.14 PAYMENTS TO CONTRACTOR:

- A. At least ten (10) days before each progress payment fall due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER, a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. The ENGINEER will, within ten (10) days receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reason for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain ten percent (10%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS. The CONTRACTOR must pay all SUB-CONTRACTORS (DBE and NON-DBE) no later than 7 days from receipt of payment from OWNER. SUB-CONTRACTOR retainage must be returned within 30 days of satisfactory completion of SUB-CONTRACTOR's work. The CONTRACTOR is required to include, in each sub-contract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
- B. In lieu of A above, the OWNER and CONTRACTOR may mutually agree to terms other than those prescribed above.
- C. Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with concurrence of the CONTRACTOR, may use any completed portions of the WORK. Such use will not constitute an acceptance of such portions of the WORK.
- D. Upon completion and acceptance of the work, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due



SECTION 01120-5

the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.

- E. The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents and the funding agency harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, equipment, tools and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that the obligations of the nature above have been paid, discharged, or waived. In no event shall this provision be construed to impose any obligation upon the OWNER to either the CONTRACTOR, his Surety, or any third party.

1.15 INSURANCE:

- A. The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether by himself or by any SUBCONTRACTOR or by any directly or indirectly employed by any of them.
1. Claims under worker's compensation, disability benefit and other employee benefit acts;
  2. Claims for damages because of bodily injury, sickness or disease, or death of his employees;
  3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
  4. Claims for damages insured by usually personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to employment of such person by the CONTRACTOR, or (2) by any other person; and
  5. Claims for damages because of injury to or the destruction of tangible property, including loss of use resulting therefrom. B. Contractor shall list the City of Murray and MISD as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations and during the Contractor's completed operations.
- C. Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision

SECTION 01120-6

that coverages afforded under the policy will not be cancelled unless at least fifteen (15) days prior to WRITTEN NOTICE has been given to the OWNER.

1.16 GUARANTY:

- A. See SECTION 02000 SPECIAL INSTRUCTIONS AND SPECIFICATIONS. CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any other damage to other parts of the WORK resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The PERFORMANCE BOND shall remain in full force and effect through the guarantee period.

1.17 TAXES:

- A. The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed

1.18 AMERICANS WITH DISABILITIES ACT (ADA):

- A. This project must be in compliance with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) during and after the project.

1.19 CONTRACTOR ASSURANCE:

- A. The CONTRACTOR, sub recipient or SUB-CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this CONTRACT. The CONTRACTOR shall carry out applicable requirements of 49 CFR, part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

END OF SECTION 01120

## SECTION 02000 – SPECIFICATIONS

Bids for the camera system must include equipment that will work with a Ubiquiti NVR, that the City will provide. Must have a thirty (30) day storage capacity for recorded video. Must include wifi and AP's must work with the City provided AP management solution. Pricing should be unit priced per camera plus installation with a total bid for fifty (50) cameras. Must include a computer, program, monitor, and installation for viewing cameras at the Park's main office on Payne Street.

Any questions with respect to the SPECIFICATIONS should be directed towards the Project Manager, Marisa Stewart, at [Marisa.Stewart@murrayky.gov](mailto:Marisa.Stewart@murrayky.gov) or (270) 762-0350 Ext. 1134.

Any questions regarding on SITE VISIT AND CAMERA LOCATIONS should be directed towards the Park Director, Ryan Yates, at [ryan.yates@murrayparks.org](mailto:ryan.yates@murrayparks.org), or 270-762-0325.