

MEMORANDUM

TO: MAYOR AND CITY COMMISSION

FROM: CITY ATTORNEY'S OFFICE

DATE: December 18, 2023

RE: **Agreement with Dormakaba USA, Inc. for the Purchase of Terminal Exit Lane Breach Control Technology**

Attached hereto for your consideration is a proposed Agreement with Dormakaba USA, Inc. (Dormakaba) for the purchase of terminal exit lane breach control technology. With the commencement of commercial air service in Lakeland, the Airport needs to install exit lane technology in the terminal to enhance security measures and mitigate the risk of unauthorized access to critical areas. This technology is designed to monitor and prevent breaches in exit lanes where departing passengers leave the secure areas of the Airport. The technology includes sensors, surveillance cameras, and automated systems, including sequenced automated doors and barriers, which can detect and restrict unauthorized attempts to access the secured area of the Airport.

The City's Purchasing Department approved Dormakaba in accordance with The Interlocal Purchasing System (TIPS), a governmental entity and national purchasing cooperative, TIPS Contract 230202 Security Systems Products and Services. The term of this Agreement, effective upon City Commission approval, will continue until Airport's acceptance of the installation of equipment, which is scheduled to be completed March 31, 2024. The purchase with Dormakaba will be governed by the terms and conditions set forth in Dormakaba's proposal. The total cost of equipment, freight, and installation is \$95,350.00. This purchase will be funded from the City's internal loan proceeds in FY24.

It is recommended that the City Commission approve this Agreement with Dormakaba for the purchase of terminal exit lane breach control technology and authorize the appropriate City officials to execute all corresponding documents on behalf of the City.

Attachment

dormakaba Americas, Airport Solutions AS, 6161 E. 75th Street, Indianapolis, IN 46250

William (Bill) Seibert
T: +1 704 774 7368

Amy Campbell
Lakeland Linder International Airport
3900 Don Emerson Drive, Suite 210
Lakeland, FL 33811

bill.seibert@dormakaba.com

Page 1 / 2

Classification: Public

Indianapolis, IN, 06 October 2023

Lakeland Linder Exit Lanes

Revised - 2a Single 11/2/23

Dear Amy,

On behalf of dormakaba USA Inc., we express our appreciation for the opportunity to supply the following proposal for the exit lane breach control technology for Lakeland Linder International Airport. It is our intention to provide you with a smooth and expeditious process and a quality product delivered on time and complete. We expect to install and commission our system to your expectations , without concern; leaving you free to manage the total project and have no worries that the dormakaba scope of work is under control.

The following outlines:

- A. Project Description
- B. Scope of Work
- C. Project Specific Terms and Conditions
- D. Exceptions
- E. Product Description
- F. Product Drawing
- G. Pricing
- H. Dormakaba General Terms and Conditions of Sale

Please contact me directly with any questions and/or concerns. Thank you once again for your interest in the dormakaba products and services, we look forward to working with you.

Best Regards,

Bill Seibert
dormakaba USA Inc

Business Development Manager
Airport Solutions AS

A. Project Description

1. Dormakaba will furnish and install one (1) PIL-M02 16 Single Exit Lane Breach Control (ELBC) corridors for delivery and installation at Lakeland Linder International Airport.
2. The system proposed is a configuration consisting of (2) full height automatic doors, two (2) half-height swing gate per each lane; with camera sensor technology for intruder and object detection. The similar configuration has been tested and accepted for use without a guard under an amended Airport Security Program (ASP).
3. Product quoted is the manufacturers standard product, terms and conditions.

B. Scope of Work

1. Dormakaba shall be responsible for:
 - a. Generating shop drawings upon receipt of a purchase order or contract.
 - b. Coordinating shipping by specific method, air or sea freight.
 - c. Provide factory authorized installers and/or an installation supervisor.
 - d. Unpacking all crates delivered to the install area to begin installation.
 - e. Provide support to security and fire integrators for I/O integration
 - f. Assembling all unit components in preparation for operational testing.
 - g. Testing to ensure the units are operable to the specific location
 - h. Provide operations training to owner designated personnel (4 hours).
 - i. Provide PM training to owner designated personnel (4 hours).
2. The buyer, contractor or owner shall be responsible for:
 - a. Approving factory supplied shop drawings when applicable.
 - b. All power, data cabling, and cable connectors to point of installed units.
 - c. All cabling from the airport command center to ELBC unit(s) and I/O points.
 - d. All integration to the airports existing surveillance and fire detection systems.
 - e. Enduring the floor conditions are smooth, level and free from expansion joints.
 - f. Verifying the slab contains no tension, data or electrical cables or plumbing.
 - g. Receipt, off-loading and storing of the shipment upon receipt at the job site.
 - h. Transporting any crates or crate contents to the installation area.
 - i. Removal of all crates and scrap metals from installation area.
 - j. Any work required to prepare and finish out opening
 - k. Sponsoring unescorted badge applications for technicians with clearance.
 - l. Ensuring there is an approved alternate means of egress in the event of an emergency

Project Specific Terms and Conditions

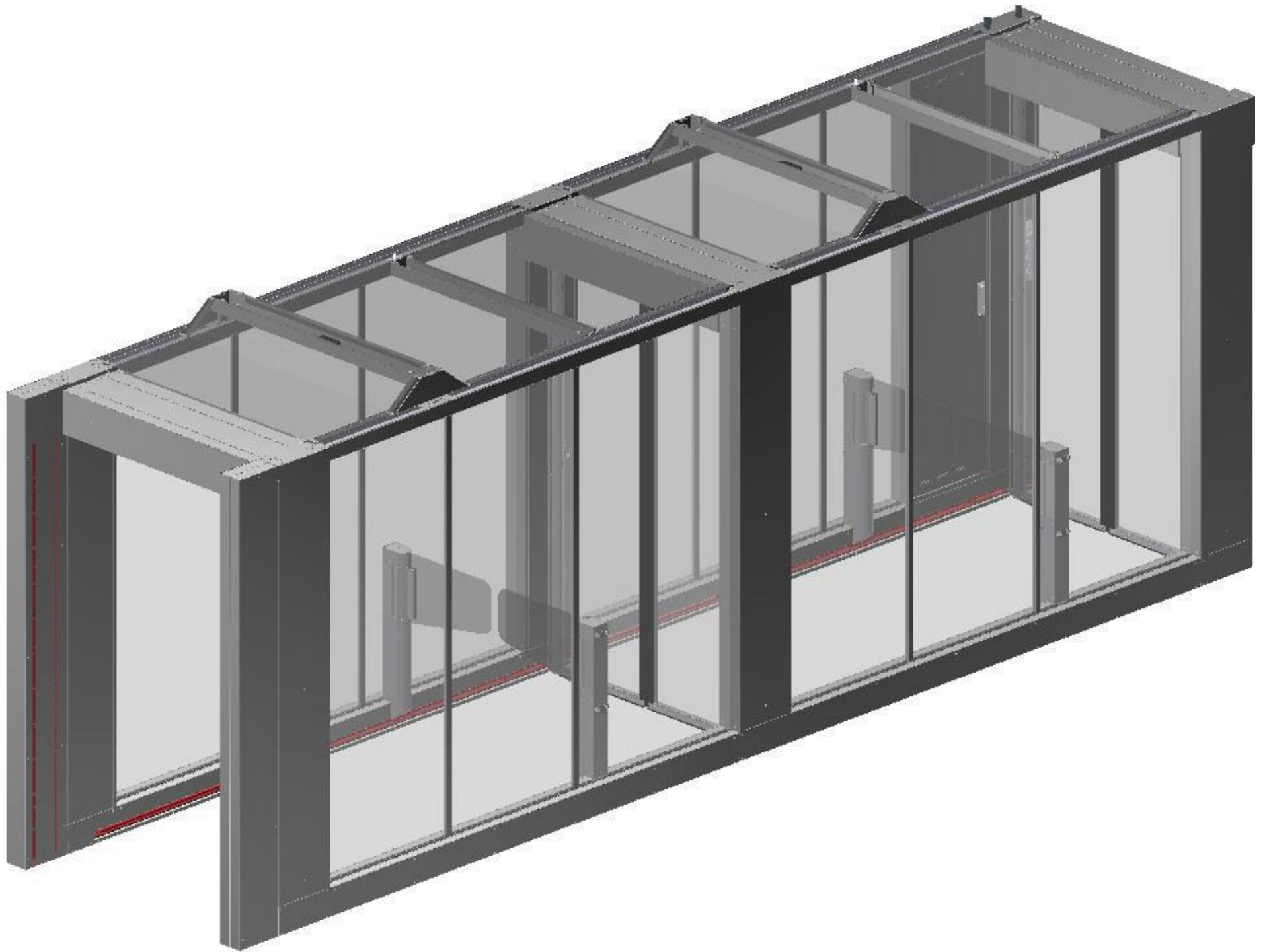
1. Validity of Quote: 90 days from date of quotation
2. Delivery: ExWorks to jobsite via sea transportation. All Freight quoted are estimates. Actual charges may vary from the provided freight quote due to things like fuel surcharges, a change in rates, or unknown site-specific delivery requirements.
3. Term of Agreement: This agreement will become effective on the date it is signed and approved by the City of Lakeland's authorized representative ("Effective Date") and will terminate upon the customer's acceptance and payment in full of the purchase price. The lead time for the equipment is 45 working days after order, technical clarification, and drawing approval. The shipping time is approximately 4-5 weeks for sea freight and up to 5 business days for freight to clear customs. The installation of equipment will begin within 15 days upon receipt.
4. Sales Tax: Unless otherwise noted, state and local sales tax are excluded. Please add applicable sales tax or provide a resale certificate issued from the state of destination.
5. Payment Terms: Net 45 days from receipt of a valid invoice in accordance with Florida Statute §218.74, the Local Government Prompt Payment Act.
6. Warranty: Warranty is 12 months from installation of product. dormakaba's sole obligation shall be to repair or replace any parts found to be defective during the said guaranteed period.
7. Limitation of Liability: The total liability of dormakaba for all claims of any kind, whether in contract, liability or otherwise, arising out of, connected with or resulting from dormakaba's performance of breach of this Agreement or services furnished hereunder shall in no event exceed the commercial general liability insurance of \$2,000,000. Neither party shall not under any circumstances be held liable for loss or profits or revenues, loss of use of product or any other product software, system, or facility, loss of data or information, lack or loss of productivity, interest charges, or cost of capital, cost of substitute product, software, systems or services, cost of purchases or replacement power, downtime costs. Incidental, special, consequential damages are excluded from coverage under this warranty.

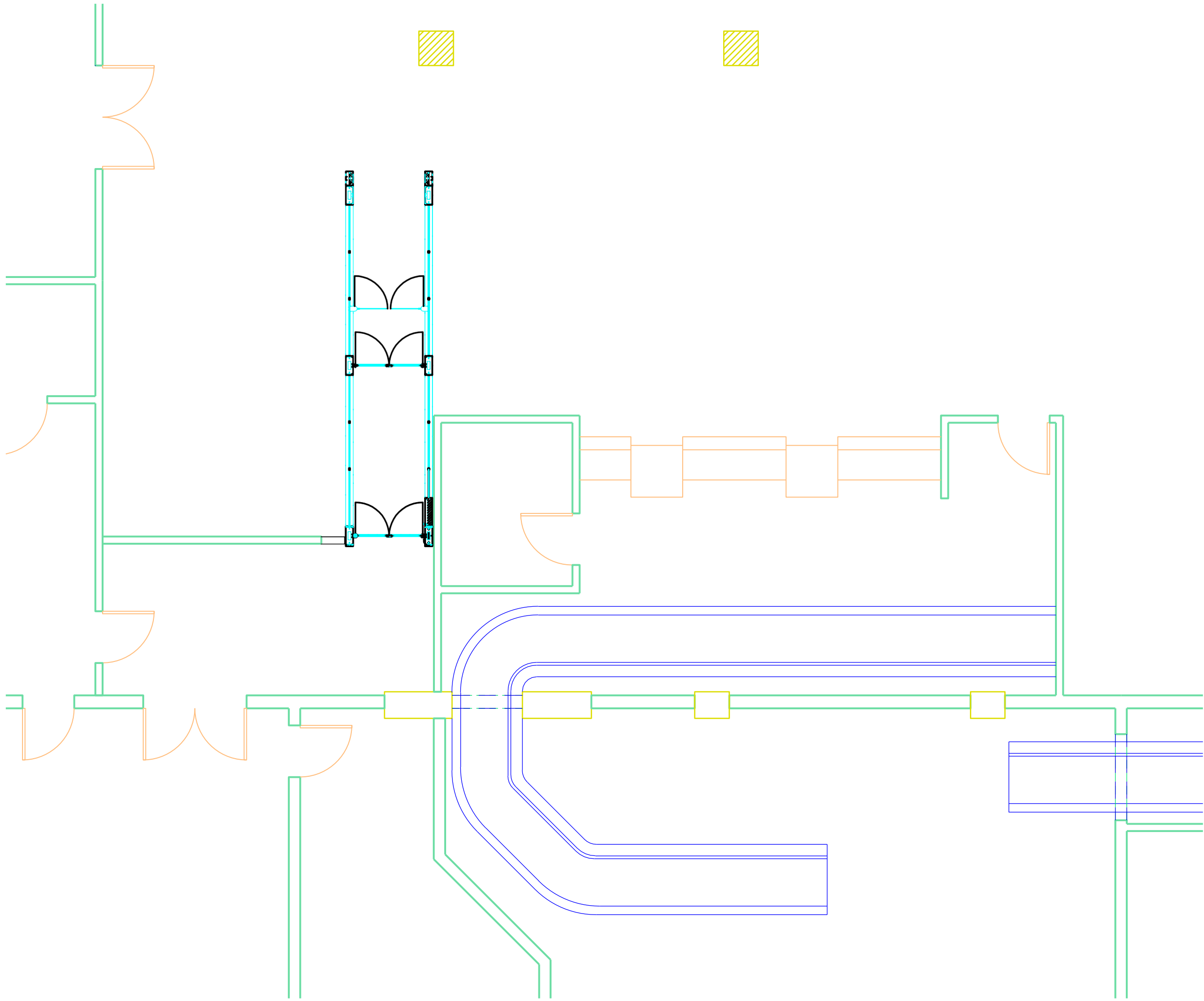
Exceptions:

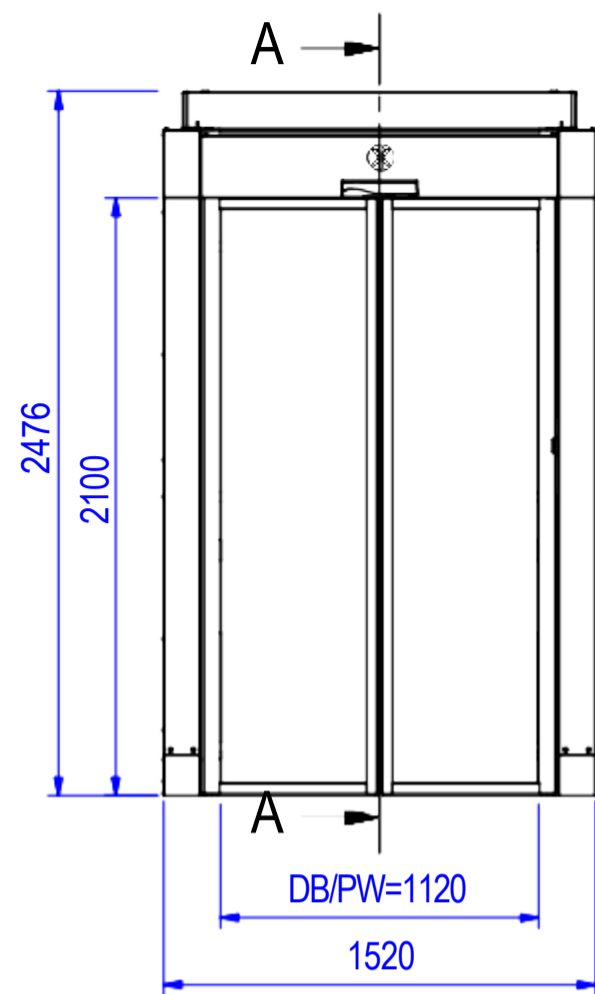
dormakaba USA Inc. is acting as an equipment supplier to the selected contractor awarded the contract for the entire scope. dormakaba's Scope of Work excludes any requirements for permits, licenses, bonds or other fees.

We are submitting this bid subject to our being able to work out a mutually satisfactory definitive agreement as to the parties obligations under the Specifications. Our submission of the bid is based upon the assumption that is we are the successful bidder, then such a mutually satisfactory, definitive agreement between the parties will be entered into. Subject to the terms and conditions contained in the bid documents and in accordance with our company policy, we would like to include the following:

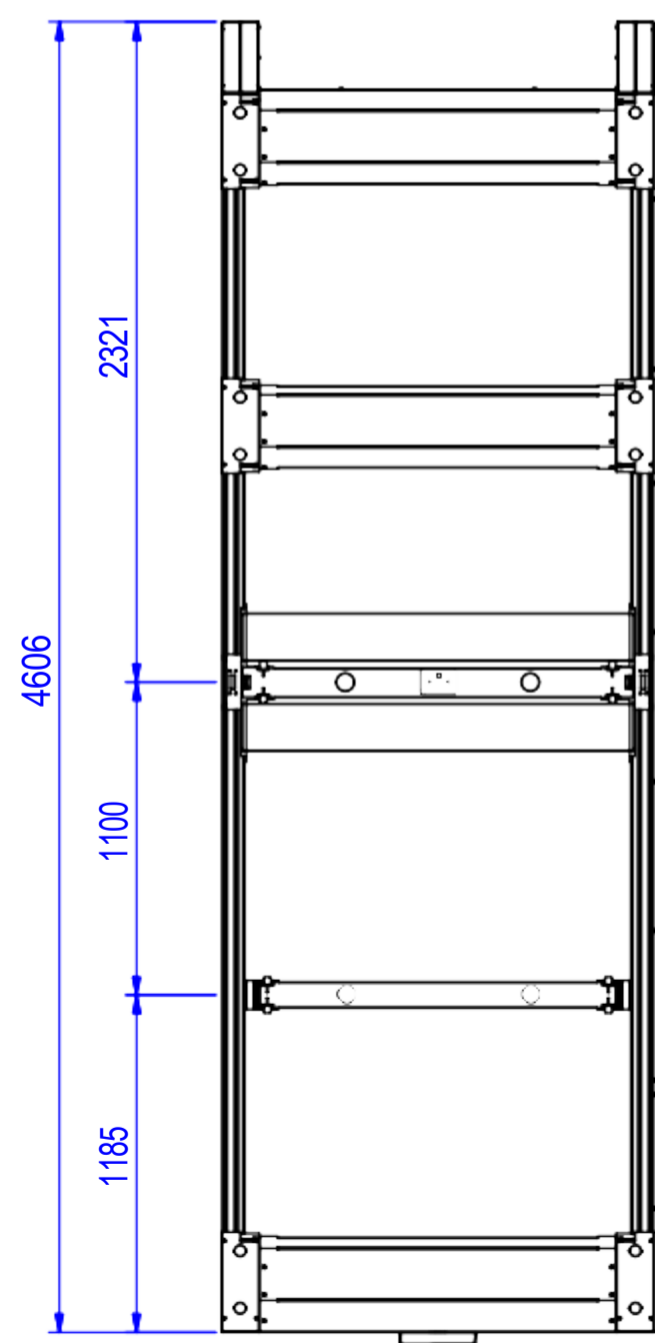
Except for any (a) damages that the Owner is entitled to recover against Contractor under the [Owner Contract] in proportion to the Subcontractor's share of the responsibility for the delay due to Subcontractor's work, and (b) losses covered by insurance required by this [Subcontract]. Contractor and the Subcontractor mutually waive all claims against each other for consequential damages, including damages for loss of business, loss of financing related to the project, loss of profits not related to this project, loss of bonding capacity, loss of reputation, or insolvency. Notwithstanding anything contained herein and with the exception of gross negligence or willful, wanton, or intentional misconduct, Subcontractor's obligation to indemnify the indemnified parties shall be limited to the amount of (the subcontract value) or (\$2,000,000.00) whichever is greater, which amount the parties agree is an amount with a reasonable commercial relationship to this [Subcontract], provided, however, that the parties agree that this limitation of liability is applicable to uninsured claims only.





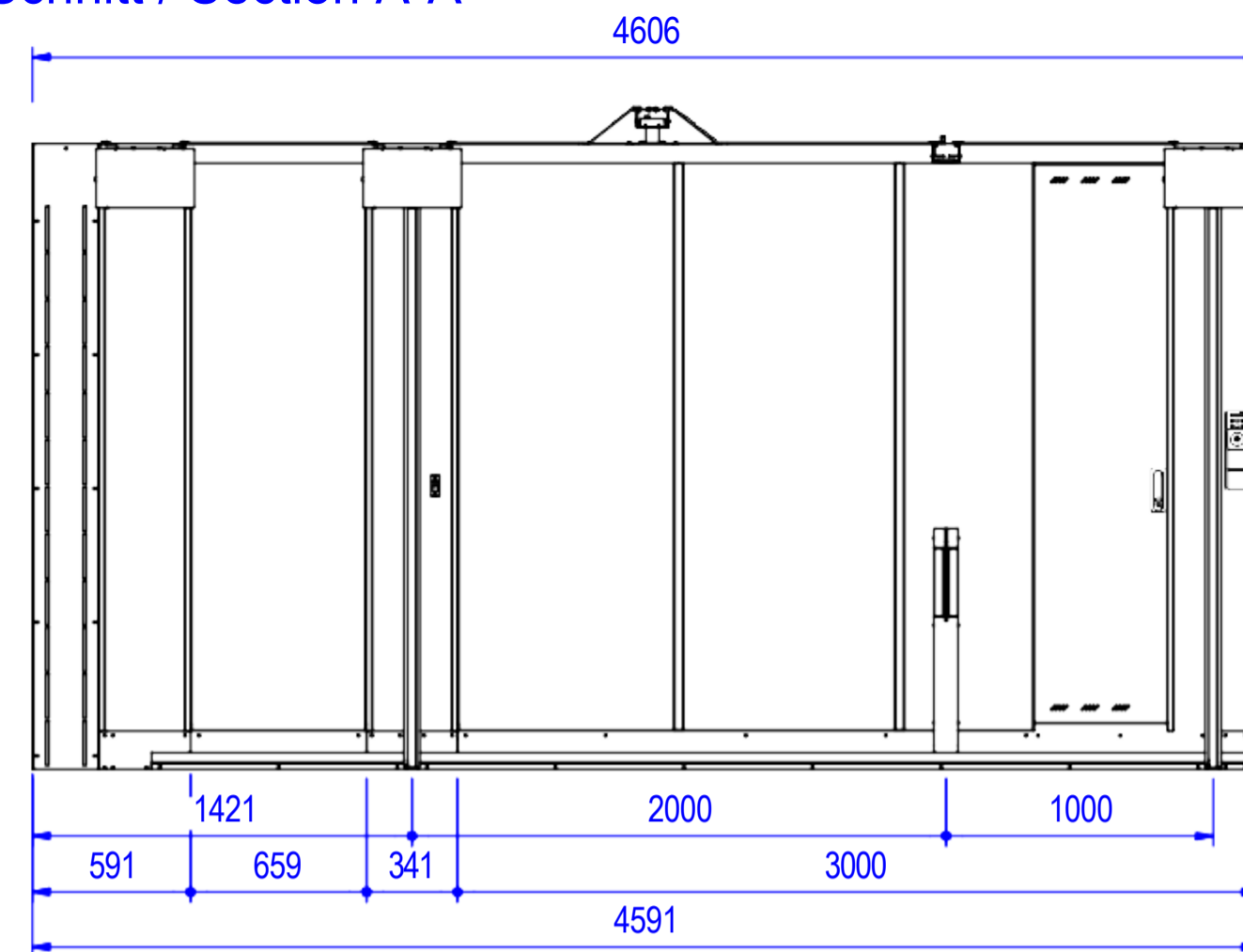


Landseite / Landside



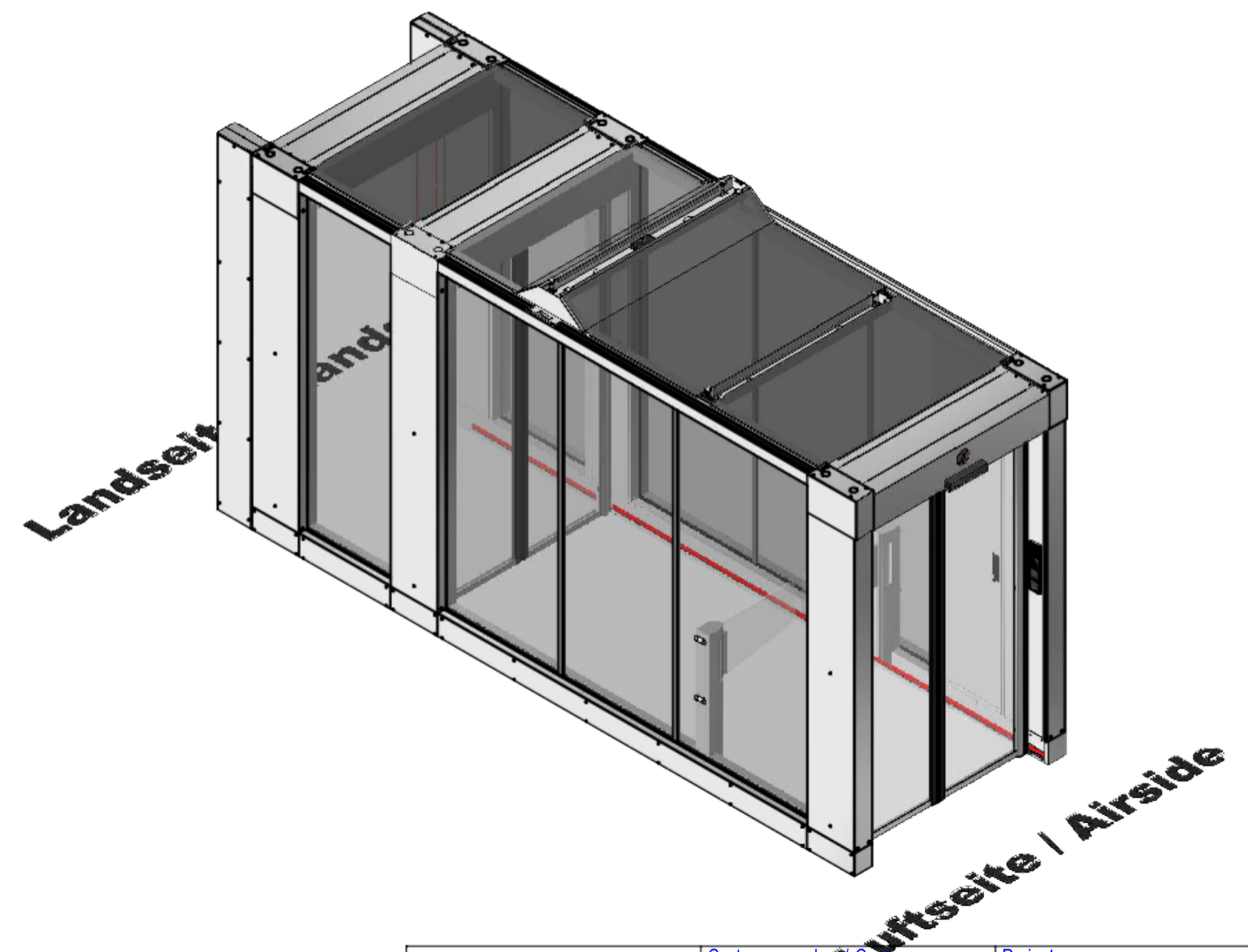
Luftseite / Airside

Schnitt / Section A-A



Landseite / Landside


Luftseite / Airside



dormakaba dormakaba Deutschland GmbH		Customer number / Customer name 217890 dormakaba USA, Inc. Indianapolis	Project name dormakaba USA, Inc. Indianapolis
Scale 1 : 25 DIN A2	Product number / Product name 19082392 PIL-M02	Quotation number / Item number 20026977 / 10	
Observe protection according to DIN ISO 16016! Simplified 3D-model. Permissible deviations for dimensions without tolerances: DIN ISO 2768-cL		Date 06.10.2023	Customer purchase order number lakeland 2

Airport Solutions Quote

Account #	
Customer	Lakeland Linder International
Job Name	Exit Lane Technology
PO or Quote #	AS1001323LL
Ship Date	TBD
Ordered By	Amy Campbell
Today's Date	13-Oct-23
Ship To	
Lakeland Linder International Airport	



dormakaba USA Inc.
6161 E. 75th Street
Indianapolis, IN 46250
Bill Seibert
704-774-7368
Email: bill.seibert@dormakaba.com

3900 Don Emerson Drive		
Lakeland, FL 33811	Architect:	
	Sea Freight	Air Freight

[illegible]

<div style="border: 1px solid black; padding: 5px; text-align: center;"> <u>TIPS Contract #230202</u> </div>	Sub-Total	\$95,350.00
	Taxes	TBD
	Total Amount	\$95,350.00

Special Instructions

[illegible]

Supply chain disruptions:

Global trade is experiencing delays at all factories and brands at this time. All brands are subject to short notice price increases and long lead times. This is beyond our control and therefore dormakaba and its manufacturing partners are not responsible for any delays or back charges due to project delays caused by the global shipping crisis, and raw materials shortage. Regardless of any Force Majeure or liquidated damages provisions, lead times at this time are estimated and not guaranteed. Should you have questions or concerns, please contact your local sales representative.

These Terms and Conditions, including all writings attached hereto and writings incorporated herein by reference, if any, is intended by Buyer and dormakaba as the final, complete and exclusive statement of all of the terms of their agreement respecting the services provided under the Contract.

1. **Conditions of Services.**

- a. All lead times will begin after receiving complete approvals of submittals, shop drawings, affecting change orders, and from approved credit application or receipt of agreed upon deposit amount.
- b. Please read proposal carefully as we will only perform work and/or provide materials contained therein.
- c. No provisions have been made for Union or Davis Bacon/Prevailing wages unless explicitly noted.
- d. All existing equipment removed by dormakaba shall be exclusive property of dormakaba.
- e. dormakaba will be responsible for scope housekeeping only. Composite clean-up crews will not be provided.
- f. We do not assume responsibility for faulty installation or broken glass by others.
- g. Clerical errors subject to correction.

2. **Compensation.**

- a. **Payment:** Full payment is due upon completion unless credit is pre-established. For any work requiring materials purchase or scheduling, a 50% deposit is due at time of proposal acceptance. Twenty percent (20%) of the Contract value may be billed after job award. Joint check agreements may be requested at the discretion of dormakaba. If payment is outstanding for any one account, work may be stopped and outstanding orders cancelled until account is restored. Should dormakaba require the use of collection, attorney's fees, or fees for insufficient funds, Buyer agrees that these funds will be repaid to dormakaba. Buyer agrees to pay a service charge of one percent (1%) per month, commencing thirty (30) days following invoice if delinquent.
- b. **Price & Tax:** Quoted price is valid for 90 days. Please validate pricing after this period of time. dormakaba reserves the right to revise quotations after 90 days. Tax is excluded unless specifically stated on proposal. This price is firm for dormakaba dimensional & design standards only. Buyer shall submit a certificate of exemption for sales and use tax.
- c. **Back-Charges:** Under no circumstances will dormakaba approve back-charges unless granted in writing by an authorized party of the company.

3. **Cancellation:** In the event an order is cancelled, it will be subject to standard 20% restocking fees, cancellation fees, engineering fees, materials & freight costs incurred, and administrative fees. Standard cancellation is 20% of order as long as no materials have been ordered. Should Buyer release material orders, Buyer will be liable for that portion of the job and 20% of the remaining amount of work unperformed/unordered.

4. **Performance & Delivery:** dormakaba shall not be liable for delays in schedule, liquidated damage, or additional costs incurred due to issues beyond dormakaba's reasonable control. Buyer shall accept a mutually acceptable secondary plan of expedited costs, substitutions, or materials purchased at additional expense subject to prior written notice. dormakaba assumes no responsibility for materials replacement if materials were previously received, inspected, and accepted by Buyer.

5. **Freight:** Lead times are based on standard requirements by factory to provide materials proposed. Ship dates will be provided as estimate only once order is placed with the factory. Adequate packaging will be provided for any normal shipping circumstance such that materials will be protected and labeled as required. Special packaging may be provided for an additional expense. Shipping will be cost effective unless expedited fees are accepted by Buyer. If materials are to be provided to job site or Buyer location, dormakaba will make an informed decision as to the best instruction to provide the shipping company. If materials are not required to have direct delivery, materials will be brought to branch for pickup by Buyer. All freight terms shall be FOB Buyer's Destination. Any claims for damage in transit or lost freight, receiving, and inspection of materials is the responsibility of dormakaba. It is a requirement of Buyer to inspect and review all materials prior to accepting delivery.

6. **Site Requirements for Installation:** Our quotation is contingent upon all work being performed during normal business hours unless otherwise negotiated and a mutually agreeable schedule. This quotation is calculated on one continuous installation engagement based on acceptable site conditions where other dependent scopes have completed preparation for proposed materials (i.e. electrical work, floor work, adjacent construction). When Buyer has given authorization for work to begin, no other scopes may impede our ability to complete installation in agreed upon area. dormakaba reserves the right to invoice for costs that are incurred due to unacceptable site conditions or delays by others resulting in additional installation visits.

7. **Storage:** dormakaba reserves the right to implement a storage fee if delivery is delayed after agreed upon date. Should project timeline require storage of materials, dormakaba reserves the right to bill for those materials at the time they have been received at a dormakaba location, Buyer location, or at job site. Certificate of insurance for stored materials can be provided to buyer upon request.

8. **Submittals:** Signed acceptance by Buyer of shop drawings and/or submittals shall be interpreted as acceptance that proposed scope is the correct interpretation of construction documents. Any field verification and/or work required by others as detailed in the submittal will be provided and coordinated by Buyer.

9. **Timelines & Commencement of Work:** Work shall not begin nor shall orders be placed for any projects until all shop drawings and submittals have been approved in writing by Buyer. Prerequisite to commencement of work is the approval of any cost changes and related scope

information which have affected scheduling of work or ordering of materials. Approved credit application or receipt of agreed upon deposit amount must be received prior to commencement of work or ordering of materials. Prices are subject to undetermined escalation costs after ninety (90) days. Ship dates are approximate and subject to change.

10. **Warranty:** dormakaba will provide one (1) year warranty on materials to be free from manufacturer defects and on installation labor performed. Extended warranties are available for an additional cost. Neither party is responsible for defects or damages caused by wear and tear, consumable materials, vandalism, fires, storms, floods, acts of God, misuse, abuse or alteration by any company. No credit will be provided for any work completed by others during warranty term. dormakaba reserves the right to withhold the performance of warranty work if Buyer payments have become past due. Warranty work will be performed during normal business hours with our standard response times. Any warranty work taking place beyond normal business hours or with expedited response time may be billable. In the event that Buyer, its agents, employees, successors, and/or assigns tampers with, misuses, removes any parts, or adds any parts or equipment, Buyer agrees, to the extent permitted by law and subject to the monetary limitations set forth in Florida Statute §768.28, to indemnify, save and hold harmless dormakaba, its agents, employees, successors, and/or assigns, from any and all liability, damages, or losses, including reasonable attorney's fees, arising out of, or incidental to, the aforementioned conduct. dormakaba warrants that all goods manufactured by dormakaba and all services provided by dormakaba hereunder will be free from defects in workmanship and materials for twelve (12) months from the date of Delivery to the carrier, unless sold as "With All Faults", "Shop", "As Is", "As They Stand" or other similar designation. Products repaired or replaced under the warranty are warranted only through the remainder of the original warranty period.
11. **Insurance:** Coverage is limited to the types and amounts that will be detailed on dormakaba's Certificate of Liability Insurance. Cost for special insurance requirements such as OCIP, CCIP, is excluded from proposal.
12. **Limitation of Liability:** The statute of limitations application to all claims arising under these Terms and Conditions or otherwise shall be governed by Florida Statute. dormakaba shall not be liable for any loss, damage or injury resulting from delay in delivery or installation of the products or for any failure to perform which is due to circumstances beyond our control. The maximum liability, if any, of dormakaba for all damages, including without limitation contract damages and damages for injuries to persons or property, whether arising from dormakaba's breach of these Terms and Conditions, breach of warranty, negligence, strict liability, or other tort, with respect to the product(s) or any services in connection with the product(s), is limited to an amount not to exceed dormakaba's commercial general liability insurance of \$2,000,000. In no event shall either party be liable for any incidental, consequential, or special damages, including without limitation, lost revenues and profits even if the party has been advised of the possibility of such damages. The right to recover damages within the limitations specified is Buyer's exclusive alternative remedy in the event that any other contractual remedy fails its essential purpose.
13. **THE CONTRACT:** Signature by the Buyer of the Proposal or Contract shall initiate acceptance of a binding contract subject to the terms and conditions set forth herein. It is incumbent upon the Buyer to review these terms and conditions and warrants by signature that the signor is a competent representative of their company. dormakaba recognizes that Buyer may desire to utilize its own form of acknowledgment or acceptance of the Proposal. However, the use of any such form shall be for convenience only. No modification of these terms shall be affected by the acknowledgment or acceptance of purchase order, shipping instruction forms, bills of lading or any other document containing terms or conditions at variance with or in addition to those set forth herein, all such varying or additional terms being hereby objected to and rejected by dormakaba and deemed to be waived by Buyer. BY ORDERING ANY SERVICES OR PRODUCTS UNDER THIS CONTRACT, BUYER AGREES TO ALL THE TERMS CONTAINED HEREIN.
14. **Jurisdiction, Venue and Governing Law:** The parties consent to the jurisdiction and venue of the courts of Polk County, Florida or the U.S. District Court in and for the Middle District of Florida, Tampa Division in connection with any action or proceeding arising out of this Agreement. This Agreement shall be governed by the laws of the State of Florida.
15. **Public Records:** IF THE DORMAKABA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DORMAKABA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: KEVIN COOK - DIRECTOR OF COMMUNICATIONS AT: PHONE: 863-834-6264, E-MAIL: KEVIN.COOK@LAKELANDGOV.NET, ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.

In accordance with Florida Statute §119.0701, the Dormakaba shall keep and maintain public records required by the Buyer in performance of services pursuant to the contract. Upon request from the Buyer's custodian of public records, Dormakaba shall provide the Buyer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided pursuant to Florida Statute Chapter 119 or as otherwise provided by law. Dormakaba shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Dormakaba does not transfer the records to the Buyer. Dormakaba shall, upon completion of the contract, transfer, at no cost, to the Buyer all public records in possession of the Dormakaba or keep and maintain public records required by the Buyer to perform services pursuant to the contract. If the Dormakaba transfers all public records to the Buyer upon completion of the contract, the Dormakaba shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Dormakaba keeps and maintains public records upon completion of the contract, the Dormakaba shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Buyer, upon request from the Buyer's custodian of public records, in a format that is compatible with the information technology systems of the Buyer.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

CITY OF LAKELAND

DORMAKABA

H. William Mutz
Mayor

Derek Sarmas
Vice President

Attest:

By: _____
Kelly S. Koos, City Clerk
Approved as to form and correctness:

By: _____
Palmer C. Davis, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
06/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED dormakaba USA Inc. 6161 E 75th St Indianapolis, IN 46250	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: XL Insurance America Inc</td><td>24554</td></tr><tr><td>INSURER B: Sentry Insurance Company</td><td>24988</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: XL Insurance America Inc	24554	INSURER B: Sentry Insurance Company	24988	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: XL Insurance America Inc	24554														
INSURER B: Sentry Insurance Company	24988														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** W25292161**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability Incl. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	US00079989LI22A	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		9017787003	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			US00079990LI22A	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	9017787001	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as an Additional Insured for General Liability with regards to work performed by the Named Insured where required by written contract.

Coverage is Primary and Non-contributory where required by written contract and permitted by law.

The Certificate Holder is included as an Additional Insured as respects to Auto Liability, where required by written

CERTIFICATE HOLDER

City of Lakeland 1140 E. Parker St. Lakeland FL 33801
Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 22773153

BATCH: 2580266

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED dormakaba USA Inc. 6161 E 75th St Indianapolis, IN 46250
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

contract.

Waiver of Subrogation applies in favor of The Certificate Holder with respects to General Liability and Workers Compensation where required by written contract and as permitted by law.

CERTIFICATE OF INSURANCE SUPPLEMENT PAGE

ADDITIONAL NAMED INSUREDS
LEGAL ENTITIES & DBA'S INCLUDED ON ALL INSURANCE
COVERAGES SHOWN ON CERTIFICATE

Aluminum Services, Inc.

Farpointe Data, Inc.

Rutherford Controls International Corp.

Modernfold, Inc.

Modernfold of Nevada, LLC

Kaba Ilco Corp.

Computerized Security Systems, Inc.

Kaba Mas LLC

dormakaba Workforce Solutions, LLC

Advanced Diagnostics USA Ltd

Kaba Corporation

Kaba Delaware LLC

Kaba Finance Corp.

Ilco Unican Properties Inc.

Kaba US Holding Ltd

Railtech Composites, Inc.

INSURANCE AND SAFETY REQUIREMENTS

Dormakaba USA

Exhibit “A”

STATEMENT OF PURPOSE

The City of Lakeland (the “City”) from time to time enters into agreements, leases and other contracts with Other Parties (as hereinafter defined).

Such Agreements shall contain at a minimum risk management/insurance terms to protect the City’s interests and to minimize its potential liabilities. Accordingly, the following minimum requirements shall apply:

CITY DEFINED

The term City (wherever it may appear) is defined to mean the City of Lakeland itself, its Commission, employees, volunteers, representatives and agents.

OTHER PARTY DEFINED

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is the counter-party to the Agreement with the City and any of such Other Party’s subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

LOSS CONTROL/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, rules, regulations or ordinances related to safety and health, and shall make special effort to anticipate and detect hazardous conditions and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage, or failure to stop, will not shift responsibility for any damages from the Other Party to the City.

INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverage specifically waived by the City of Lakeland, on policies and with insurers acceptable to the City, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Other Party. The City does not represent these minimum insurance requirements to be sufficient or adequate to protect the Other Party’s interests or liabilities, but are merely minimums.

"Except for workers’ compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the City of Lakeland as **additional insured**. It is agreed that the Other Party's insurance

shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by The City of Lakeland for liability arising out of the operations of this agreement."

Insurance Requirements (cont'd)

INSURANCE – BASIC COVERAGES REQUIRED (cont'd)

Except for worker's compensation, the Other Party waives its right of recovery against the City, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City of Lakeland, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

Commercial General Liability: This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Other Party and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Other Party's employees or damage to property of the City or others arising out of any act or omission of the Other Party or its agents, employees, or Subcontractors and to be inclusive of property damage resulting from explosion, collapse or underground (xcu) exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the Other Party under the article entitled **INDEMNIFICATION**, and **"Products and Completed Operations" coverage.**

The Other Party is required to continue to purchase products and completed operations coverage for a minimum of three years beyond the City's acceptance of renovation or construction properties.

The liability limits shall not be less than:

Bodily Injury and Property Damage	\$2,000,000 Single limit each occurrence
--	---

Business Automobile Liability: Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The liability limits shall not be less than:

Bodily Injury and Property Damage	\$3,000,000 Single limit each occurrence
--	---

Workers' Compensation: Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of \$100,000 each accident, \$500,000 disease policy limits, \$100,000 disease limit each employee. ("All States" endorsement is required where

applicable). If exempt from Worker's Compensation coverage, as defined in Florida Statue 440, the Other Party will provide a copy of State Workers' Compensation exemption.

All subcontractors shall be required to maintain Worker's Compensation.

The Other Party shall also purchase any other coverage required by law for the benefit of employees.

Excess Liability: This insurance shall protect the Other Party and the additional insured against all claims in excess of the limits provided under the employer's liability, commercial automobile liability, and commercial general liability policies. The policy shall be an "occurrence" type policy, and shall follow the form of the General and Automobile Liability.

The liability limits shall not be less than: \$5,000,000

ADDITIONAL INSURANCE

Additional Insurance: The City requires the following types of insurance.

Environmental Impairment Liability: The Other Party shall be responsible for purchasing and maintaining environmental impairment liability insurance. This insurance should cover the following types of environmental impairment: Sudden and Accidental, and Gradual.

The liability limits shall not be less than: \$1,000,000

Installation Floater Coverage: Installation Floater Coverage is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Other Party, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

The liability limits shall not be less than: \$1,000,000

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewable, or adverse change.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

If requested by the City, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements.

For Commercial General Liability coverage, the Other Party shall, at the option of the City, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

Indemnification Contractor

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, gross negligence or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such a manner as to be consistent with such Law or Statute.

Applicability: It is the express intent of the Contractor that this agreement shall apply for the project(s) or time period indicated below. (Check and complete one):

_____ **Agreement is applicable to all contracts, purchase orders and other work performed for the City of Lakeland for the time period of not more than five (5) years.**

_____ to _____.
(Date) (Date)

(OR)

_____ **Agreement is limited to Bid #, Purchase Order #, Requisition # _____, or Contract dated _____.**

Subrogation: The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should

a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance by the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work of which Contractor has knowledge at the time.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

Name of Organization

BY:

Signature of Owner or Officer

E-mail Address

STATE OF : _____

Organization Phone Number

COUNTY OF: _____

The foregoing instrument was acknowledged before me, by means of physical presence this _____ day of _____, 2023.

by _____, of _____.
Printed Name of Owner / Officer Corporate or Company Name

He/She is personally known to me or has produced _____ as
State Drivers License Number

identification, and did _____ / did not _____ take an oath.

Signature of Person Taking Acknowledgment

Printed Name of Person Taking Acknowledgment

Notary Seal

CITY OF LAKELAND

BY: _____
Joyce Dias, Risk Management & Purchasing Director

DATE _____

Page 2 of 2

Revised: January 5, 2023

Specification of Safety and Occupational Health Requirements

All City of Lakeland project representatives who assume responsibility for contract management will be responsible for ensuring compliance with these safety requirements by all Contractors and Subcontractors.

I. General

- A. All contractors are responsible for providing their employees with a safe and healthful working environment as required the Occupational Health and Safety (OSH) Act of 1970 and the Occupational Safety and Health Administration (OSHA) standards. Therefore, the contractor and their employees are responsible for following OSHA standards, applicable state regulations, and the City of Lakeland Safety Practices and Policies.
- B. The City of Lakeland's Safety Team and City management reserve the right to STOP work for any condition found to be Immediately Dangerous to Life and Health (IDLH). The contractor is solely and exclusively responsible for compliance with all safety requirements and the safety of all their employees and property on the project site. Note: Nothing in this requirement is to be construed to as removing or shifting responsibility from the contractor.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this Contract and a duty of the Contractor. The City reserves the right to require demonstration of compliance with the safety provisions of this Contract. The parties agree that such failure is deemed to be a material breach of this Agreement. The Contractor agrees upon such breach, all work under the Contract shall terminate until compliance with the provisions of this Agreement is demonstrated. In no event shall action or failure to act on the part of the City be construed as a duty to enforce the safety provisions of this Agreement, nor shall it be construed to create liability for the City for any act or failure to act in respect to the safety provisions of this Agreement.

II. Personal Protective Equipment (PPE) (OSHA 29CFR§1910 Subpart I)

It is the contractor's sole responsibility to provide adequate PPE for their employees. Additionally, the contractor is responsible for training their employees in the proper selection, maintenance, use of PPE. Minimal PPE requirements on City of Lakeland worksites:

- a. **Foot protection** must meet ANSI Z41.1-1999 standards and worn on all City properties.
- b. **Head protection** must meet ANSI Z89.1-1986 standards and worn in all areas except office buildings and office trailers.
- c. **Eye and face protection** must meet ANSI Z87.1-1989 standards and worn in all areas except office buildings and office trailers.
- d. **Hand and Arm Protection** must meet OSHA 29CFR§1910.138 requirements for proper selection, inspection, and care.
- e. **Hearing Protection** must meet ANSI S3.19-74, OSHA 29CFR§1910.95(j) and 29CFR§1910.95 Appendix: B requirements.

Hearing protection must be worn in areas where the noise level is over 85 dB

III. Housekeeping

It is the contractor's sole responsibility to keep the project work site clean during and after working hours. Contractor shall supply waste receptacles for each site location. They shall be emptied not less frequently than once each working day, unless unused, and shall be maintained in a clean and sanitary condition. At the completion of the contract the contractor will ensure that all excess materials are removed from the work site and that the worksite is left clean and safe. If the contractor leaves a project work site unkept and in a hazardous condition; the City will have the area cleaned and forward the bill to the contractor.

IV. Smoking

Smoking is permitted only in designated areas. Receptacle's must be used or waste removed in contractors' waste disposal container.

V. Safety Kick-offs and Safety Stand-Downs

A safety kick-off to disseminate safety expectations will be conducted before the project commences. Safety sand-downs will be conducted when major safety concerns, accidents, or near misses occur.

VI. Training Documentation

OSHA requires documentation of all safety training provided to employees by their employers. Documentation of all required safety training required for work proposed for this contract must be submitted within thirty days of contract award or before commencement of contracted work. Please reference the Safety Requirements Report for details.

VII. Written Safety Programs or Plans

Contractors awarded contracts with the City of Lakeland must, thirty days of contract award or before commencement of contracted work, provide the Risk Management Office written safety programs or plans. Please reference the requirements set forth in the Safety Requirements Report. The Risk Management Office will approve the submitted safety programs or plans as adequate to reduce risk of the work being performed.

Supplemental #1: Construction Safety

All contracted construction work will be performed per OSAH 29CFR§1926 standards, the contractor is responsible for ensuring that their employees are trained to and follow these OSHA standards. The City of Lakeland's Safety Team reserves the right to inspect all worksites and advise the contractor or their representatives on adjusting the work site, if needed.

A. PPE

The following PPE will be worn the entire time employees are on the worksite, including breaks and lunch:

1. Hardhats
2. Safety boots
3. Safety glasses

B. Scaffolding Safety

All Scaffolding will be erected per OSHA 1926 Subpart L, requirements and **inspected daily**. Scaffolds will not be used without the proper inspection tags, having the scaffolding inspected daily, and the inspection tags properly and legibly signed off daily. Scaffolds that are no longer needed will be removed as soon as safely possible.

C. Barricade Tape

All barricade tape will have tags placed on all sides with the company, employee, contact information, date tape applied, and date tape will be removed. The City of Lakeland's Safety Team reserves the right to inspect, adjust, or remove tape that is abandoned or not placed per this requirement.

Supplemental #13: Equipment Safety

All operations involving equipment must be conducted according to the applicable OSHA standards. All equipment operators must be certified or licensed according to federal, state, and local requirements. All equipment must be inspected according to OSHA requirements and before use by the operator. The contractor is solely responsible for compliance with this safety requirement.

- a. Powered industrial trucks- all operations that are performed using powered industrial trucks (forklifts, lulls, etc.) must be conducted in accordance with OSHA 29CFR§1910.178 for general industry and 29CFR§1926.600 and 29CFR§1926.602 for construction.

- b. Aerial lifts- all operations that are performed using aerial lifts (boom lifts, cherry pickers, snorkel lifts, etc.) must be conducted in accordance with OSHA 29CFR§1910.67 for general industry and 29CFR§1926.453 for construction.

Supplemental #15: Storm Drainage and Surface Water Protection

The Contractor shall comply with all applicable ordinances, rules, and regulations restricting the introduction of non-storm water discharges to the City's municipal separate storm water system (MS4) and/or surface water bodies, including: The Code of Ordinances of Lakeland, Part II, Section 86; Polk County Ordinance 93-06; and, the City of Lakeland Land Development Regulations, Article 6.

A. The Contractor is prohibited from placing, depositing, or dumping of any dirt, sweepings, filth, slops, litter, loose materials, water, grease, slippery materials, etc. in or upon any street, highway, alley, sidewalk, park, lake, or other public place in the City.

B. The Contractor will develop and implement a plan to utilize best management practices (BMPs), including, but not limited to, treatment methods and practices, to control polluted runoff, spillage, leaks, sludge, waste, or runoff from raw material to prevent flooding and/or adverse impacts to the natural resources of the City, and ensure the elimination of pollutants discharging to the MS4 and/or any surface water body during construction and maintenance activities. To the maximum extent possible, the Contractor will utilize schedules of activities, prohibitions of practices, maintenance procedures, and other management activities to prevent or eliminate pollutants from entering the MS4 or being discharged to surface water bodies.

C. The Contractor will utilize proper erosion, liquid and sediment control measures; provide inlet protection for storm drains and drainage conveyances, ponds, and easements; and, take all reasonable precautions to contain runoff on-site and eliminate illicit discharges to the MS4 and/or surface water bodies. Illicit discharge includes, but is not limited to, any spilling, leaking, seeping, pouring, emitting, emptying, or dumping of materials, rinse water, or waste products into the MS4 and/or surface water bodies of the City.