INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

CONTRACT FY2014-172

ENVIRONMENTAL TESTING FOR TWO RESIDENTIAL STRUCTURES: 104-106 WADDELL PLACE AND 109-111 WADDELL PLACE

NOTE: THERE IS NO PRE-BID CONFERENCE OR SITE INSPECTION SCHEDULED FOR THIS PROJECT

BID OPENING

June 11, 2014
2:00 p.m., Local Time

at the
Materials Management Conference Room
City of Oak Ridge
100 Woodbury Lane
P. O. Box 1
Oak Ridge, Tennessee 37831-0001

Telephone: (865) 425-1819
Fax: (865) 482-8475
Attn: Lyn Majeski

CITY OF OAK RIDGE, TENNESSEE
Invitation to Bid and Instructions to Bidders

Contract FY2014-172 **May 29, 2014**

Project: Environmental Testing for 104-106 Waddell Place and 109-111 Waddell Place

Invitation

Bids will be received by the City of Oak Ridge until 2:00 p.m., local time, June 11, 2014, then publicly opened in the Materials Management Conference Room at 100 Woodbury Lane, Oak Ridge, Tennessee 37830, for furnishing all labor, materials, supplies, tools, and equipment necessary to perform all work and services described in the Contract attached hereto, in strict accordance with the terms and provisions of said Contract and any attachments thereto. (See attached Specifications/Scope of Work)

All bids must be completed and submitted on the Bid Form provided. All options must be bid unless the Bid Form provides otherwise. The bids shall be submitted on or before the time set for the opening of bids. Bids received after the time so set are late bids and will not be considered. Late bids, unmarked envelopes, and incorrectly marked envelopes will not be opened. Electronic bids are not accepted.

Site Inspection

Prospective Bidders are encouraged to view the sites prior to submission of a bid. A pre-bid meeting and site inspection, however, is not scheduled for this project.

Discrepancies

Should the Bidder find any discrepancies in, or omission from, the bid documents, or should the Bidder be in doubt as to their meaning, the Bidder shall at once notify Lyn Majeski at (865) 425-1819 and obtain an interpretation or clarification prior to submitting a bid. Any interpretation or clarification given in accordance with this provision shall be in writing and will be distributed to all known Bidders. Only questions answered in writing will be binding. Oral and other interpretations or clarifications will be without legal effect.

Prices

The Bidder shall submit a LUMP SUM bid price for each property individually and for all properties as a whole as specified on Bid Form. It is agreed that this bid document in its entirety is included in and made a part of the contract between the City and the successful Bidder.

Withdrawal of Bids

Bids may be withdrawn on written or telegraphic request received from Bidders prior to the time fixed for opening the bids.

Rejection of Bids

The City reserves the right to reject any and all bids when such rejection is in the interest of the City of Oak Ridge; to reject the bid of a Bidder who has previously failed to perform properly or complete on time jobs of a similar nature; to reject the bid of a Bidder who is not, in the opinion of the City, in a position to perform the Contract, and to reject the bid of a Bidder not submitted in accordance with this Invitation to Bid.

References

With the bid, each Bidder shall furnish at least three (3) references for whom work similar to that covered by the specifications herein was performed, the year in which such work was performed and the manner of its execution, and giving such other information as will tend to show the Bidder's ability to perform the required work.

Equipment

The Bidder shall have available under Bidder's control, tools and equipment of the type, character and amount required to complete the proposed work within the specified time. Each Bidder shall furnish a list of the tools and equipment proposed for use on the work if requested.

Personnel

Each Bidder shall have available or shall agree to have available under Bidder's control sufficient equipment and personnel to complete the proposed work within the specified time.

Method of Work

Upon request, each Bidder shall describe the method or methods to be used in the performance of the required work.

Bidders Interested in More than One Bid

A party who has quoted prices to a Bidder is not thereby disqualified from quoting prices to other Bidders or from submitting a bid directly for the work; however, more than one bid for the same work from an individual or entity under the same or different name will not be considered.

Insurance

The successful Bidder will be required to maintain Worker's Compensation, Comprehensive General Liability, and Comprehensive Automobile Liability and Property Damage Insurance in accordance with the provisions of the Contract Documents. The City of Oak Ridge, Tennessee shall be named as an additional insured.

Bid Bond

The City has waived the bid bond requirement for this project.

Completion and Performance Bond

The City has waived the completion and performance bond requirement for this project.

Award of Contract

The City will make the award as soon as practicable to the lowest responsible Bidder, price and other factors considered, provided it is reasonable and in the best interest of the City. The City reserves the right to award the contract to more than one bidder if in the best interest of the City. The successful Bidder(s) shall be required to execute the Contract attached hereto.

City Officers and Employees Not To Have Financial Interest

No contract shall be made with any officer or employee of the City or any firm or corporation in which any officer or employee of the City has financial interest.

Compliance with All Laws, Ordinances, Statutes, and Regulations

The Contractor shall comply with all federal, state, county and local laws, ordinances, statutes, and regulations. Pursuant to City Code § 5-413, the City may not accept bids from Bidders in default of any payment of any nature due to the City, including but not limited to taxes, licenses and fees.

SPECIFICATIONS/SCOPE OF WORK

Background on the Properties

The structures to be tested are the residential dwelling/structures (collectively referred to as the "Properties") listed below:

- 104-106 Waddell Place (Map: 099C Grp: D Ctrl Map: 099C Parcel: 002.00 PI: S/I: 000 Subdivision: BLOCK OC13 LOT 0003), Owned by the City of Oak Ridge, Tennessee, GPS Coordinates : N36° 01.411´ W084° 15.960´)

- 109-111 Waddell Place (Map: 099C Grp: D Ctrl Map: 099C Parcel: 004.00 PI: S/I: 000 Subdivision: BLOCK OC13 LOT 0001), Owned by the City of Oak Ridge, Tennessee, GPS Coordinates : N36° 01.411´ W084° 15.950´)

Environmental Assessment Services

The City of Oak Ridge is seeking a qualified Contractor to provide environmental assessment services to assist the City in facilitating its ongoing CDBG and nuisance abatement demolition of residential structures.

The Contractor shall, at its sole cost and expense, provide, perform and complete in the manner described and specified in the Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data and other items necessary to accomplish the project as defined below, in accordance with the scope of work. The scope of work will also include procuring and furnishing all approvals and authorizations, and certificates and policies of insurance as specified herein necessary to complete the project. The Contractor shall provide, perform, and complete all of the services in a proper and workmanlike manner, consistent with the highest standards of professional practice, and in full compliance with, and as required by or pursuant to the Contract.

The work to be performed under the Contract shall consist of providing environmental assessment services including:

- Identifying and testing for all suspect asbestos containing building materials
- Identifying and categorizing all hazardous household wastes
- Post-remediation visual confirmation that all asbestos containing materials have been properly and completely abated and quantities verified with the abatement/demolition contractor
- Post-remediation final air clearance monitoring where applicable
- Post remediation closeout report

Asbestos Related Services

The Contractor shall inspect the Properties for all suspect asbestos-containing materials through material inspection, sampling, laboratory analysis and documentation including sample locations and report preparation. The Contractor shall provide a written inspection report that includes, at a minimum, a photo of the Properties, a description of each sample and sample location, estimated quantity of sampled material, a map/diagram identifying each sample location, laboratory analytical reports for all samples, and summary of identified asbestos-containing materials. The inspection shall be conducted in accordance with OSHA Regulation 1926.1101 (Asbestos in Construction) and ASTM E-2356. Three (3) samples of each suspect material (per each homogenous area) shall be collected and analyzed utilizing the positive stop method.

Lead Based Paint Testing & Abatement

Lead based paint materials will not be tested or abated prior to demolition. Any materials containing lead based paint shall be disposed of in the landfill as permitted. The U.S. Department of Labor's Occupational Safety and Health Administration (OSHA) have established standards to protect workers from overexposure to lead. OSHA's Lead-in-Construction rule, contained in 29 CFR 1926.62, regulates work practices and procedures which SHALL be followed when working around lead. The Contractor shall submit a written notification to the Project Manager within two (2) business days if the required initial assessment meets or exceeds "Action Level" criteria for any specific job site.

Household Hazardous Wastes Identification Services

The Contractor shall identify, categorize and catalog all household hazardous wastes that are present within the structure. These materials include all chemicals, compounds and gases (both organic and inorganic) that may exist in the interior/exterior of the structure. Examples include, but are not limited to: cleaning supplies, paints, solvents, hydrocarbon based materials, CFC's/refrigerants and propane cylinders. The inspection shall also include an inventory of all fluorescent, mercury vapor, and high intensity discharge light bulbs, mercury capsule thermostats, PCB-containing ballasts, transformers and capacitors.

Post Remediation Inspections – Closeout Report

When asbestos removal is completed, the Contractor shall conduct a visual inspection to ensure the remediation Contractor has properly and completely removed all asbestos containing materials identified in the asbestos assessment report. Post-abatement visual inspections shall be performed in accordance with ASTM E-1368 at a minimum. Removal and cleaning efforts shall continue until air monitoring clearance testing indicates a level of air borne fiber concentrations at or below 0.01 fibers/cc. The City's Project Manager shall be notified when the visual inspection and final air clearance monitoring have been started. The Contractor shall provide documentation to the City's Project Manager that the level of air borne fibers, after the work has been completed is equal to, or below the clearance level stated above. Written sample results for all air monitoring conducted shall be furnished to the City's Project Manager within twenty four (24) hours after the sampling has been completed. For each property abated a stand-alone closeout report must provide the following information: Air Monitoring Technician's Tennessee Certifications; Field Logs; Area Air Monitoring results; Clearance Air Monitoring results; Copy of TDEC abatement notification.

Field Investigation, Sampling, and Testing

The Contractor shall provide for proper chain-of-custody, transportation, storage, and shipping of samples, supplies, and materials originating from for sample delivery to a third party accredited laboratory facility. Samples that have been contaminated by the Contractor's operations or procedures will not be considered for reimbursement and shall be resampled at no additional cost to the City. All laboratory facilities performing asbestos analysis shall be certified by the National Institute of Standards & Technology (NIST), National Voluntary Laboratory Accreditation Program (NVLAP), or the American Industrial Hygiene Association (AIHA).

Work Product Reports

Work product reports that may be submitted include, but are not limited to, facility inspection reports and forms and reports specifically required by a waste disposal facility or the regulatory agency that has jurisdiction over the work, such as analytical reports, asbestos assessment and protocols, mold assessment and protocols, water intrusion photos and reports, photo logs, and work logs. Payment for services will be contingent upon receipt of all required reports. Reports and forms prepared for regulatory agencies will comply with all applicable regulations, policies, and directives of that agency. Unless approved by the Project Manager, one (1) hard copy and one (1) digital copy report shall be submitted to the City within ten (10) business days after completion of the environmental assessment. Post abatement visual reports must be submitted no later than three (3) business days.

Access to Records
The Contractor is to maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement and to make such materials available at their respective offices at all reasonable times during the agreement period, and for three years from the date of final audit under the Agreement, for inspection and audit by any authorized representatives of the Federal Government; and copies thereof shall be furnished, if requested.

Observations of Operations and Site Activities
The City, the Tennessee Department of Environment and Conservation (TDEC), the United States Environmental Protection Agency (EPA), and Occupational Safety and Health Administration (OSHA) have the right to allow their respective representatives to inspect any of the Contractor's operations, activities, and equipment. Notwithstanding the authority of a regulatory agency to conduct site visits as described above, it is the exclusive right of the City through its Project Manager to communicate contract directions, changes, and final acceptance to the Contractor.

The Contractor shall notify the City's Project Manager within one (1) working day of any regulatory inspection performed. The Contractor shall notify the City's Project Manager within one (1) working day of receipt of any citation issued by a regulatory agency to the Contractor or any of its agents or Subcontractors relating to any work performed under this Agreement.

Contractor's Employees
The Contractor agrees to staff the project with personnel experienced in the nature of the work and having appropriate training, skills, and credentials to accomplish the work's objectives. The Contractor will maintain continuity of its staff assigned to the work to the fullest extent possible throughout the term of this Agreement.

The Contractor shall utilize only on-site lead personnel who have completed the 40-Hour OSHA Hazardous Waste Operations training, the 8-Hour OSHA Supervisor training, and the DOT Hazardous Materials training.

The Contractor shall utilize only on-site labor personnel who have completed the 40-Hour OSHA Hazardous Waste Operations training, have at least twenty (20) hours supervised on the job training.

The Contractor shall be equipped with the normal tools of their trade and shall furnish all labor, tools, and other items necessary for and incidental to executing and completing all required work.

Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed containing (and suspected to contain) asbestos material under this contract.

If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while performing work, or is otherwise unsatisfactory, that employee shall be removed from all work under the Contract.

The Contractor will be provided access to City owned property for the purpose of observations, testing and assessments necessary to complete the work. The Contractor will fully and sufficiently inform itself of the nature of the work and the hazards inherent in performing the work, and shall inform all its agents and subcontractors of the same.

Services performed by the Contractor under the Contract shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by professionals practicing under similar conditions and in strict accordance with applicable laws, regulations, and rulings.

The work shall be performed in accordance with the requirements, standards, specifications, and schedules set forth, and all applicable regulations or policies of the U.S. Environmental Protection Agency (EPA), Tennessee Department Environment and Conservation (TDEC), Occupational Safety and Health Administration (OSHA), or any other regulatory agency that has jurisdiction over the work.

The work shall be diligently and continuously performed in order that said work is completed within the time frame as specified by the City.

Silence of Specifications

Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification that affects the performance or integrity of the service being offered shall be addressed in writing and submitted with the Proposal.

State of Tennessee Comptroller of the Treasury

Real Estate Assessment Data

County Number: 001 **County Name:** ANDERSON **Tax Year:** 2014

Property Owner and Mailing Address

Jan 1 Owner:
~~GASS REX R~~
~~162 TALMEDA~~
~~OAK RIDGE, TN 37830~~

CITY OF OAK RIDGE
CDBG PURCHASE

Property Location

GPS Coordinates: N36° 01.411´ W084° 15.960´

Address: WADDELL PL 106

Map:	Grp:	Ctrl Map:	Parcel:	PI:	S/I:
099C	D	099C	002.00		000

Value Information

Reappraisal Year: 2010

Land Mkt Value:	$19,200
Improvement Value:	$48,300
Total Market Appraisal:	$67,500
Assessment %:	40
Assessment:	$27,000

General Information

Class:	08 - COMMERCIAL		
City #:	549	**City:**	OAK RIDGE
SSD1:	000	**SSD2:**	000
District:	02	**Mkt Area:**	G01
# Bldgs:	1	**# Mobile Homes:**	0
Utilities - Water:	01 - PUBLIC / PUBLIC	**Utilities - Sewer:**	01 - PUBLIC / PUBLIC
Utilities - Elec:	01 - PUBLIC / PUBLIC	**Utilities - Gas:**	03 - PUBLIC / INDIVIDUAL

Utilities - Gas Type:	
Zoning:	

Subdivision Data

Subdivision: BLOCK 0C13 LOT 0003

Plat Bk:	1	**Plat Pg:**	60	**Block:**		**Lot:**	0003

Additional Description

02 014CB 014CB00300 000

Building Information

Building # 1

Improvement Type:	02 - DUPLEX	**Stories:**	2
Base Area Sq. Ft.:	2,483		
Foundation:	02 - CONTINUOUS FOOTING	**Floor System:**	04 - WOOD W/ SUB FLOOR
Exterior Wall:	04 - SIDING AVERAGE	**Structural Frame:**	00 - NONE
Roof Framing:	00 - FLAT	**Roof Cover/Deck:**	01 - ROLLED ROOFING
Cabinet/Millwork:	03 - AVERAGE	**Floor Finish:**	09 - HARDWOOD/PARQUE
Interior Finish:	07 - DRYWALL	**Paint/Decor:**	03 - AVERAGE
Bath Tile:	00 - NONE	**Electrical:**	03 - AVERAGE
Heat:		**A/C:**	
Plumbing Fixtures:			
Shape:	01 - RECTANGULAR DESIGN	**Quality:**	01 - AVERAGE
Act Yr Built:	1943	**Condition:**	A - AVERAGE

Building Areas:

Area:	BAS	**Sq Ft:**	1,021
Area:	USF	**Sq Ft:**	1,021
Area:	BSF	**Sq Ft:**	441
Area:	OPF	**Sq Ft:**	120
Area:	OPF	**Sq Ft:**	91
Area:	OPF	**Sq Ft:**	77

Sale Information

Sale Date	Price	Deed Book	Page	Vac/Imp	Type Instrument	Qualification
04/11/2014		1599	1277		WD	F
12/09/1991	$0	F-18	1040			
09/17/1979	$0	X-14	764			
01/01/1979	$35,000	X014	0764	IMPROVED	WD	A

Land Information

Deed Acres: 0.25 **Calc Acres:** 0.00 **Total Land Units:** 0.25

Land Type: 05 - MULTI FAMILY **Soil Class:** **Units:** .25

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104 – 106 Waddell Place Oak Ridge, TN 37830 CDBG - Photo Log (exterior only) 6 May 2014

State of Tennessee Comptroller of the Treasury

Real Estate Assessment Data

County Number: 001 **County Name: ANDERSON** **Tax Year: 2014**

Property Owner and Mailing Address

Jan 1 Owner:
~~GASS REX R~~
~~162 TALMEDA~~
~~OAK RIDGE, TN 37830~~

CITY OF OAK RIDGE
CDBG Purchase

Property Location

GPS Coordinates: N36° 01.411´ W084° 15.950´

Address: WADDELL PL 111

Map:	099C	Grp:	D	Ctrl Map:	099C	Parcel:	004.00	PI:		S/I:	000

Value Information

Reappraisal Year: 2010

Land Mkt Value:	$30,000
Improvement Value:	$41,300
Total Market Appraisal:	$71,300
Assessment %:	40
Assessment:	$28,520

General Information

Class:	08 - COMMERCIAL		
City #:	549	**City:**	OAK RIDGE
SSD1:	000	**SSD2:**	000
District:	02	**Mkt Area:**	G01
# Bldgs:	1	**# Mobile Homes:**	0
Utilities - Water:	01 - PUBLIC / PUBLIC	**Utilities - Sewer:**	01 - PUBLIC / PUBLIC
Utilities - Elec:	01 - PUBLIC / PUBLIC	**Utilities - Gas:**	03 - PUBLIC / INDIVIDUAL

FY2014-172
109-111 Waddell Place
Real Estate Data

Utilities - Gas Type:	**Zoning:**

Subdivision Data

Subdivision: BLOCK 0C13 LOT 0001

Plat Bk:	Plat Pg:	Block:	Lot:

Additional Description

02 014CB 014CB00100 000

Building Information

Building # 1

Improvement Type:	02 - DUPLEX	**Stories:**	2
Base Area Sq. Ft.:	2,042		
Foundation:	02 - CONTINUOUS FOOTING	**Floor System:**	04 - WOOD W/ SUB FLOOR
Exterior Wall:	04 - SIDING AVERAGE	**Structural Frame:**	00 - NONE
Roof Framing:	00 - FLAT	**Roof Cover/Deck:**	01 - ROLLED ROOFING
Cabinet/Millwork:	03 - AVERAGE	**Floor Finish:**	11 - CARPET COMBINATION
Interior Finish:	07 - DRYWALL	**Paint/Decor:**	03 - AVERAGE
Bath Tile:	02 - 1/2 WALL	**Electrical:**	03 - AVERAGE
Heat:		**A/C:**	
Plumbing Fixtures:			
Shape:	01 - RECTANGULAR DESIGN	**Quality:**	01 - AVERAGE
Act Yr Built:	1943	**Condition:**	A - AVERAGE

Building Areas:

Area:	BAS	**Sq Ft:**	1,021
Area:	USF	**Sq Ft:**	1,021
Area:	OPF	**Sq Ft:**	91
Area:	OPF	**Sq Ft:**	80
Area:	OPF	**Sq Ft:**	77

Sale Information

Sale	Deed	Type

Date	Price	Book	Page	Vac/Imp	Instrument	Qualification
04/11/2014		1599	1275		WD	F
12/09/1991	$0	F-18	1059			
01/01/1984	$30,000	C-16	438	IMPROVED	WD	A

Land Information

Deed Acres: 0.60 **Calc Acres:** 0.00 **Total Land Units:** 0.60

Land Type: 05 - MULTI FAMILY **Soil Class:** **Units:** .60

View GIS Map for this Parcel

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109 -111 Waddell Place Oak Ridge, TN 37830 CDBG - Photo Log (exterior only) 6 May 2014

Bid Submittal Instructions

Each bid must be submitted in a sealed envelope marked and addressed as follows:

From: Bidder's Name
Bidder's Address

To: Attn: Lyn Majeski
Finance Department
City of Oak Ridge
100 Woodbury Lane
P.O. Box 1
Oak Ridge, TN 37831-0001

If the bid is submitted by mail rather than hand-delivery, the sealed envelope containing the bid must be enclosed in another envelope addressed as stated above. Bids submitted by mail must indicate on the outside envelope, lower left corner, the following: “Sealed bid for Contract FY2014-172: Environmental Testing to be opened June 11, 2014 at 2:00 p.m., local time.”

BID FORM

Project: <u>Environmental Testing for 104-106 Waddell Place and 109-111 Waddell Place</u>

In compliance with the Invitation for Bids, dated May 27, 2014, the undersigned Bidder:

_____

* a corporation organized and existing under the laws of the State of: _____

* a partnership consisting of: _____

_____

_____

*an individual trading as: _____

_____

(*fill in as appropriate)

of the City of _____ in the State of _____ agrees that if this bid is accepted as hereinafter provided, it will furnish all labor, materials, supplies, tools, and equipment necessary to perform all work and services described in the Invitation for Bid and Instructions to Bidders, in strict accordance with the terms and provisions of the Contract attached thereto.

If written Notice of Award is received, the Bidder agrees to furnish to the City of Oak Ridge, within ten (10) working days after receipt of said Notice of Award, the required insurance certificates naming the City of Oak Ridge as an additional insured.

<u>Schedule of Prices</u>*

Environmental Testing of Residential Structures
in accordance with the Specifications/Scope of Work:

104-106 Waddell Place Total $_____

_____ Dollars and

_____ Cents

109-111 Waddell Place Total $_____

_____ Dollars and

_____ Cents

BID FORM (Continued)

Schedule of Prices* (continued)

Total Bid Price for Both Residential Structures: **Total** $_____

_____ Dollars and

_____ Cents

Does this total reflect a discounted rate for all three? _____ Yes _____ No

*The bid prices shall be effective for at least ninety (90) days after the bid opening date.

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

Addendum No._____ Dated _____ Addendum No._____ Dated _____
Addendum No._____ Dated _____ Addendum No._____ Dated _____

Bidder attests that no officers or employees of the City of Oak Ridge are members of, or have financial interest in, the business submitting this bid.

By:_____
Signature

Telephone #:_____

Name:_____

Fax #_____

Title: _____

Email: _____

Business
Name:_____

Date:_____

Mailing
Address:_____

_____

Physical
Address:_____

_____

Tax ID Number:_____

TN Contractors
License Number: _____
(if applicable)

NOTE: In accordance with the Invitation to Bid, at least three (3) references are attached.

CONTRACT

THIS CONTRACT entered into this _____ day of _____, 2014, by and between the CITY OF OAK RIDGE, TENNESSEE, a municipal corporation, hereinafter called the "City," and

_____,

a _____, hereinafter called the "Contractor."

WITNESSETH

In consideration of the mutual promises of the parties hereto, the parties do hereby agree as follows:

ARTICLE 1 – Scope of This Contract

The work to be done consists of furnishing all labor, materials, supplies, tools, equipment and other incidentals necessary to perform all work and services required for environmental testing of the residential structures located at 104-106 Waddell Place and 109-111 Waddell Place, all in Oak Ridge, Tennessee 37830, for the City of Oak Ridge, in strict accordance with the terms and provisions of this Contract, the Specifications/Scope of Work, and the bid of the Contractor attached hereto.

In performance of this Contract, the Contractor binds himself to the City to comply fully with all provisions, undertakings, and obligations hereinafter set forth.

ARTICLE 2 – Term

This Contract shall become effective upon its execution and shall continue in full force and effect through December 31, 2014. Work shall commence within five (5) days after the Contractor's receipt of a written Notice to Proceed from the City and shall be completed within five (5) business days of commencement, unless an alternate schedule is approved by the parties in writing.

ARTICLE 3 – Changes

A. City may, by written order, make changes in the specifications of this Contract within the general scope thereof. If any such changes cause an increase or decrease in the scope of this Contract or in the time required for its performance, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly.

B. Should the Contractor encounter conditions materially different from those shown in the specifications, the City shall be notified in writing immediately of such conditions before they are disturbed. The City shall thereupon promptly investigate the conditions and if it finds that they do so materially differ from those specified, this Contract shall be modified to provide for any increase or decrease of cost and difference in time resulting from the conditions so found.

C. Except as otherwise herein provided, no charge for any extra work or material will be allotted unless the same has been approved in writing by the City, and the price stated.

ARTICLE 4 – Inspections and Defective Work

All workmanship and services shall be subject to inspections, examinations and tests by the City at any and all times during the performance of this Contract. The City shall have the right to reject defective workmanship and to require correction. Rejected workmanship shall be satisfactorily corrected without charge therefore. If the Contractor fails to proceed at once to correct such defective workmanship, the City may proceed with such corrective work and the Contractor shall be liable for all direct cost occasioned in the performance therefore.

This provision does not negate, modify or replace any warranties contained elsewhere in this Contract. This provision shall survive the termination or suspension of this Contract.

Neither payment nor any provisions in the Contract document shall relieve the Contractor of responsibility for faulty materials or defective workmanship. The City shall give notice of observed defects with reasonable promptness. The deterioration due to ordinary use and normal wear is excepted from this guarantee.

The Contractor shall reimburse the City for the cost of damage, if any, as well as the cost of replacing defective materials or workmanship. If replacements are not made within ten (10) days after notice is given of such defect in workmanship, or thirty (30) days in case of materials, then the City shall have the right to make replacements and charge the cost of same to Contractor or the Contractor's surety.

ARTICLE 5 – Site Investigation

The Contractor represents that it has visited the site and determined the nature of the work and the difficulties and facilities attending execution of the work, and all other matters, which can in any way affect the work under this Contract.

ARTICLE 6 – Delays, Damages

If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in Article 2, or fails to complete the work within such time, the City may terminate this Contract. In such event, the City may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the City for any excess cost occasioned thereby. If this Contract is so terminated, the City may take possession of and utilize in completing the work such materials, appliances, tools and equipment as may be on the site of the work and necessary therefore.

ARTICLE 7 – Payment

As consideration for performing all work and services set forth in this Contract, and as full consideration thereof, the City agrees to pay the Contractor $_____ in accordance with the bid sheet of the Contractor which is incorporated by reference into this Contract. Payment shall be made after satisfactory completion of the work and approval by the City. The Contractor shall submit invoices for work completed to the City's Project Manager, Matthew Widner, Community Development, for approval and payment.

ARTICLE 8 – Indemnification by Contractor

To the fullest extent permitted by all applicable laws and regulations, the Contractor hereby agrees to protect, indemnify and hold harmless the City and their consultants, agents and employees from and against any and all claims, loss, expense, damage, charges and costs direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professional and court costs), collectively referred to as "claims," for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the Contractor, any of the Contractor's subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract, except such injury, destruction or death as may be caused by the sole negligence or fault of the City.

When the City submits notice, the Contractor shall promptly defend any aforementioned action. In any and all claims against the City or any of their consultants, agents or employees by any employee of the Contractor, any of the Contractor's subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract, the indemnification obligation described herein 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 subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The limits of insurance required in this Contract shall not limit the Contractor's obligations under this article.

The terms of this article shall survive the termination or suspension of this Contract.

ARTICLE 9 – Completion and Performance Bond – Waived by City Prior to Bidding

~~Prior to commencing work under this Contract, the Contractor agrees to furnish and to maintain during the term of this Contract a Completion and Performance Bond in the amount of twenty-five percent (25%) of the Contract price with good and sufficient surety or sureties acceptable to the City in connection with the performance of the work under this Contract, including any amendments or extensions hereof. The form and conditions of said Performance Bond shall be as prescribed by the City.~~

~~In lieu of a Performance Bond, the City will accept other suitable Securities agreed upon by both parties. At all times during the term of this Contract, the Contractor shall provide the City with evidence that the Contractor has obtained such Performance Bond or Securities. A certificate from the surety showing that the bond premiums have been paid by the Contractor shall accompany the bond.~~

ARTICLE 10 – Rate of Progress

Notwithstanding any other provisions in this Contract, the Contractor shall furnish sufficient labor, materials, supplies, tools, and equipment, and shall work such hours, including overtime, Sundays, and/or Holidays, as may be necessary to carry out the work in accordance with the approved schedules for its completion not later than the respective times allowed for completion set forth in these Contract Documents. Should the Contractor refuse or fail to comply with its obligations set forth in the preceding sentence after receipt of any written directive or request by the City that the Contractor furnish additional labor, materials, supplies, tools, and equipment, and/or work additional hours, including overtime, Sundays, and/or Holidays, the City may terminate the Contractor's right to proceed with the whole or any part of the work under this Contract.

ARTICLE 11 – Compliance with All Laws, Ordinances, Statutes, and Regulations

The Contractor shall comply with all federal, state, county and local laws, ordinances, statutes, and regulations.

ARTICLE 12 – Insurance

The Contractor shall at all times during the Contract maintain in full force and effect Comprehensive General Liability, Workers' Compensation and Property Damage Insurance in the amounts set forth below and naming the City of Oak Ridge, Tennessee as an *additional insured*.

The Contractor shall maintain policies providing the following insurance protection, each policy containing a requirement that, in the event of change or cancellation, thirty (30) days' prior written notice be sent by mail to the City. Certificates of Insurance describing the coverage shall be furnished by the Contractor and shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is issued and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days' prior written notice will be given the certificate holder."

1. Comprehensive General Liability:

Bodily Injury	$300,000	each occurrence
	$700,000	aggregate
Property Damage	$100,000	each occurrence
Or Combined Single Limit of	$1,000,000	

2. Workers' Compensation and Employer's Liability as provided for in applicable statutes.

3. Comprehensive Automobile Liability (Including all owned, non-owned and hired vehicles)

Bodily Injury	$300,000	each person
	$700,000	each occurrence
Property Damage	$100,000	each occurrence
Or Combined Single Limit of	$1,000,000	

The Contractor may purchase at its own expense such additional or other insurance protection as it may deem necessary. Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered by the above-required policies.

Before commencement of work hereunder, the Contractor agrees to furnish to the City of Oak Ridge (Legal Department, P.O. Box 1, Oak Ridge, Tennessee 37831-0001) a Certificate of Insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

ARTICLE 13 – Permits and Licenses

The Contractor shall obtain, at the Contractor's expense, all permits, licenses and bonds required by law or ordinance and maintain the same in full force and effect.

ARTICLE 14 – Subcontracting and Assignment

A. The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

B. The Contractor shall not award, assign, transfer or pledge any work to any subcontractor without prior written approval of the City, which approval will not be given until the Contractor submits to the city a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the City may require.

C. The Contractor shall be as fully responsible to the City for the acts and omissions of subcontractors, and of persons either directly or indirectly employed by said subcontractors, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

D. The Contractor shall make a condition of all subcontracts and/or cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents.

E. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the City.

ARTICLE 15 – Superintendence by the Contractor

The Contractor shall give its personal superintendence to the work or have a competent foreman or superintendent satisfactory to the City on the site at all times during the progress of the work, with authority to act on behalf of the Contractor.

ARTICLE 16 – Termination

Notwithstanding any other provisions in this Contract, the Contractor shall furnish all labor, materials, supplies, tools and equipment necessary to perform the work and services within allowed times for completion as set forth in these Contract Documents. Should the Contractor refuse or fail to comply with its obligations, or in the event the Contractor shall violate any of the provisions of this Contract, or the quality or quantity of the work performed is, in the judgment of the City, below standard and therefore unsatisfactory, the City shall have the right to cancel this Contract upon thirty (30) days written notice to the Contractor and to complete the work undertaken by the Contractor without incurring any liability to the Contractor except to pay the Contractor the fair value to the City of the work satisfactorily performed by the Contractor.

ARTICLE 17 – Termination of Contract for Cause

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

ARTICLE 18 – Anti-Discrimination

The Contractor, in performing the work or furnishing the services covered by this Contract, shall not discriminate against any person because of race, creed, color, national origin, age, sex, sexual orientation, disability, religion or other legally protected status. The City of Oak Ridge encourages the utilization of minority and women-owned businesses in its contracting and subcontracting projects and the Contractor is encouraged to actively solicit the participation of these businesses. The Contractor shall inform all of its subcontractors and vendors providing work or services under this Contract of this requirement and shall ensure compliance therewith.

ARTICLE 19 – Personnel

A. The Contractor represents that it has, or will, secure at the Contractor's expense, all personnel required to perform the work and services outlined in this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All of the services required hereunder will be performed by the Contractor or under the Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local laws to perform such services.

ARTICLE 20 – Reports and Information

At such times and in such forms as the City may require, the Contractor shall furnish to the City such periodic reports as are requested by the City pertaining to the work and services covered by this Contract, the costs and obligations incurred or to be incurred in connection herewith, and any other matters covered by this Contract. The City can audit the Contractor’s and the Contractor’s subcontractors’ financial records pertaining to this project.

ARTICLE 21 – Governing Law

This Contract is governed by the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written, the City of Oak Ridge, by its City Manager, by authority duly given.

APPROVED AS TO FORM AND LEGALITY:

_____

City Attorney

CITY OF OAK RIDGE, TENNESSEE

_____

City Manager

(CONTRACTOR)

_____

Signature

_____

(Printed or Typed Name and Title)

Attachments: Specifications/Scope of Work
Bid Documents
Contractor's Bid