



INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

FY2014-67

MANHOLE REPAIR AND REHABILITATION PROJECT

BID OPENING

**October 10, 2013
2:30 p.m., Local Time**

**at the
Central Services Complex 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

FY2014-67

September 13, 2013

Project: Manhole Repair and Rehabilitation Project

Invitation

Bids will be received by the City of Oak Ridge until 2:30 p.m., local time, October 10, 2013, then publicly opened in the Central Services Complex Materials Management Conference Room at 100 Woodbury Lane, Oak Ridge, Tennessee, 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)

All bids must be completed and submitted on the Bid Form provided. 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.

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. All questions must be submitted to Lyn Majeski no later than six (6) days prior to the bid opening date in order to give sufficient time for responses to be sent to all prospective bidders.

Prices

The Bidder shall submit unit bid price 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Bids may be withdrawn on written or telegraphic request received from Bidders prior to the time fixed for opening the bids.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

Upon request, each Bidder shall furnish 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.

Bid Surety

Each bid shall be accompanied by a bid guarantee payable to the City in the amount of ten percent (10%) of the total bid amount. The form of the bid guarantee shall be a bid bond or other suitable instrument (i.e. cashier's check, certified check, or Letter of Credit). The bid guarantees of unsuccessful Bidders shall be return to them by the City within fifteen (15) consecutive calendar days after execution of the Contract.

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.

Drug-Free Workplace Affidavit Form

A Drug-Free Workplace Affidavit form is included in this bid package and must be submitted with the bid.

Completion and Performance Bond, and Labor and Material Bond

The Contractor agrees to furnish a Completion and Performance Bond in the amount of one hundred percent (100%) 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. The form and conditions of said Completion and Performance Bond shall be as prescribed by the City.

The Contractor agrees to furnish a Labor and Material Bond in the amount of one hundred percent (100%) of the Contract price with good and sufficient surety or sureties acceptable to the City, for the protection of persons furnishing labor and material in connection with the performance of the work under this Contract. The form and conditions of this bond shall be as prescribed by the City.

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
MANHOLE REPAIR AND REHABILITATION

1.00 SCOPE OF WORK

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. The work of this contract is generally for the minor repair and/or minor rehabilitation of sanitary sewer manholes.
- B. All regulations and requirements of the Tennessee Department of Environment and Conservation and the City of Oak Ridge must be followed in construction of the various components of the project.
- C. Contractor must abide by all regulations and requirements of Occupational Safety and Health Administration (OSHA). Contractor is solely responsible for maintaining a safe work environment for his/her employees and for public safety relating to the project.
- D. Contractor shall be responsible for any damage resulting from his/her activities. Contractor shall be responsible for restoration of surfaces damaged during activities and for yard restoration where grass is disturbed or rutting is caused by contractor operating his/her equipment.
- E. The work includes but may not necessarily be limited to:
 - 1. Furnish and install new manhole frame and cover.
 - 2. Rehabilitate vertical feet of existing sanitary sewer manholes.
 - 3. Repair of visible leaks without restoration of entire manhole.
 - 4. Items and all necessary surface restoration, except OWNER will provide asphalt and concrete materials when removal is necessary for project.

1.02 RELATED REQUIREMENTS

Section 2.00 - Measurements and Payment.

1.03 WORK SEQUENCE

CONTRACTOR shall be responsible for notifying all individual resident(s) affected by the work prior to construction (contact the City of Oak Ridge for acceptable methods of notification). CONTRACTOR shall also be responsible for addressing the comments and concerns from the individual resident(s) affected by the work. It is recommended that any agreements between the CONTRACTOR and resident(s) be recorded in writing. CONTRACTOR shall provide OWNER with written documentation of resident contact(s).
Prior to beginning of any work, the CONTRACTOR shall take video recordings and photographs of the project work area in accordance with Section 4.00.

- A. Coordinate all work with the OWNER to ensure a successful Project. The schedule and actual construction operations must be approved by the OWNER, including:
 - a. Coordinate all repairs or rehabilitation and any temporary plugging of lines.
 - b. Coordinate all operations in/and near active streets and roads.
 - c. Coordinate raw sewage bypassing or pumping around work area.
- B. Execute Construction schedule to minimize disruption to the OWNER'S facilities, the public convenience and safety, and to maximize Project construction efficiency.
- C. Construct the work in stages to provide for public convenience.
- D. When manholes are to be flushed, cleaned and/or tested, the use of water shall be coordinated with the OWNER. Contractor will not be charged for water however a meter with backflow may be required and a refundable deposit of \$1,500 will be charged if device is provided by OWNER.

- E. The work must be coordinated to accommodate the OWNER'S uninterrupted use of the existing facilities.

1.04 CONTRACTOR'S USE OF PREMISES

- A. CONTRACTOR shall limit his use of the premises for work and for storage, to areas allow for: Public Use, and other CONTRACTORS.
- B. Coordinate use of premises under direction of OWNER.
- C. Assume full responsibility for the protection and safekeeping of products under this Contract, stored on the site.
- D. Move any stored Products, under CONTRACTOR'S control, which interfere with operations of the OWNER or separate CONTRACTOR.
- E. Obtain and pay for the use of additional storage or work areas needed for operations (if needed).

2.00 MEASUREMENT AND PAYMENT

2.01 INFORMATION FOR BIDDERS

- A. For the information and guidance of bidders, the following explanation of the Bid Form items is made. The omission of reference to any item in this description shall not; however, alter the intent of the Bid Form or relieve the CONTRACTOR of the necessity of furnishing such as part of the Contract(s). The quantities set forth in the Bid Form are approximate and are given to establish a uniform basis for the comparison of Bids. The OWNER reserves the right to increase or decrease the quantity of any class or portion of the work during the progress of construction in accordance with the terms of the Contract. Unit prices are used as a means of computing the final figures for Bid and Contract purposes, for periodic payments for work performed, for determining value of additions or deletions and wherever else as is reasonable.
- B. Payment will be made on the basis of work actually performed completing each item in the Contract, such work including, but not limited to, the furnishing of all necessary labor, materials, equipment, transportation, clean up, and all other appurtenances to complete the construction, installation, testing and start-up of the work to the configuration and extent as shown on the Project Plans and as described in the Specifications.
- C. Notwithstanding any other Sections, paragraphs, sentences, or words in the Contract Documents, payments shall not be made for work not performed, materials not supplied and/or any other item/items for which the OWNER does not receive the benefit described or intended.

ITEM 1 & 2 MANHOLE FRAME AND COVER

- A. Payment for installing standard manhole or watertight cast iron frames and cover (F&C), furnished by OWNER will be made at the appropriate Contract Unit Price per set. The price shall include all labor, material and equipment required to complete the installation including butyl sealant, and all accessories required for a finished installation.
- B. The Contract Unit Price shall be considered payment for all necessary cleaning of the manhole top, leveling the frame to match the finished grade, backfilling around the new F&C, any necessary seed & straw and proper disposal of debris.

ITEM 3 & 4 REHABILITATION OF EXISTING MANHOLE

- A. Payment to the CONTRACTOR for rehabilitating existing manholes will be made at the appropriate Contract Unit Price per vertical foot. The price shall include all labor, material and equipment required to complete the manhole rehabilitation, including pressure and chemical cleaning, removal of loose material, patching and leveling, invert reconstruction,

leak sealing, coatings, connection to existing sewers, and finishing for a complete installation. The price shall also include temporary plugging of existing sewer lines, controlled diversion or by-pass pumping of sewage, testing, and re-setting of existing frame and cover.

- B. The Contract Unit Price shall be considered payment for a complete manhole, tested and accepted for placing back into service.

ITEM 5 MANHOLE LEAK REPAIR

Payment to the CONTRACTOR for repairing manhole leaks will be made at the appropriate Contract Unit Price per square foot. The minimum repair shall be five square feet. The price shall include all labor, material and equipment required to prepare the surface around the leak, correct each visible leak using approved grout and to fill and finish the surface.

3.00 APPLICATION FOR PAYMENT

3.01 REQUIREMENTS INCLUDED

Submit Applications for Payment to OWNER upon completion of work.

3.02 FORMAT AND DATA REQUIRED

- A. Application should be submitted in two parts. The first part should be a summary sheet showing each pay item, the unit cost per item, number of items, extended cost per item and total cost of work completed during period. The second part should be an itemization per location showing the specific repair(s) and cost per manhole. Submit applications typed on an Application for Payment form with itemized data typed on 8-1/2" x 11" white paper continuation sheets.
- B. Provide itemized data on continuation sheet.

3.03 PREPARATION OF APPLICATION FOR PAYMENT

- A. Application Form:
 - 1. Fill in required information.
 - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
 - 3. Execute certification with signature of a responsible officer of contract firm.
- B. Continuation Sheets:
 - 1. Fill in total list of all scheduled component items of work, with item number and schedule dollar value for each item and location by address and/or manhole number.
 - 2. Fill in dollar value in each column for each scheduled line item when work has been performed.

4.00 PRE AND POST CONSTRUCTION VIDEO AND PHOTOGRAPHIC RECORD

4.01 SCOPE

- A. The CONTRACTOR shall furnish all equipment and labor materials required to provide the OWNER with construction videos and photographs of the Project.
- B. Original documents and negatives respectively shall become the property of the OWNER and none of the videos and photographs herein shall be published without express permission of the OWNER.

4.02 PRE AND POST CONSTRUCTION PHOTOGRAPHS

- A. Prior to the beginning of each repair, the CONTRACTOR shall take video recordings of the entire project work area and project photographs of any existing conditions that appear to be of special interest.
- B. Following completion of the work, another recording shall be made showing the same areas and features as in the pre-construction videos and photographs.
- C. All conditions, which might later be subject to disagreement, shall be shown in sufficient detail to provide a basis for decisions.
- D. The pre-construction videos and photographs shall be retained by the CONTRACTOR unless requested by the OWNER in which case they shall be made available immediately. Post-construction videos and photographs shall be provided prior to final acceptance of the project.

4.03 SUBMITTALS

- A. Photographs shall be submitted in digital format (.jpeg) on compact discs.
- B. Video recordings shall be DVD format.

5.00 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

5.01 REQUIREMENTS INCLUDED

- A. Submit Shop Drawings, Product Data and Samples (if requested) of products proposed for use in this project.
- B. Submit Material Safety Data sheets (MSDS) for all materials.

5.02 SHOP DRAWINGS

- A. Drawings shall be presented in a clear and thorough manner. Details shall be identified by reference to sheet and detail, schedule or room numbers shown on Contract Drawings.
- B. Designate in the construction schedule, or in a separate coordinated schedule, the dates for submission and the dates that reviewed Shop Drawings, Product Data and Samples will be needed.
- C. Minimum Sheet size: 8-1/2" x 11"

5.03 PRODUCT DATA

- A. Preparation:
 - 1. Clearly mark each copy to identify pertinent products or models.
 - 2. Show performance characteristics and capacities.

5.04 SAMPLES

- A. Office samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachments devices.
 - 2. Full range of color, texture and pattern.

5.05 MATERIAL SAFETY DATA SHEETS

- A. MSDS sheets shall be assembled, indexed and bound in three (3) ring binders labeled for the Project.
- B. Two (2) copies shall be prepared with one (1) copy placed on file in the CONTRACTOR'S field office and one (1) copy submitted to the OWNER for record purposes.
- C. Materials for which MSDS sheets are required shall not be allowed on the job site until MSDS documents have been properly submitted and filed.
- D. MSDS sheets shall be provided in accordance with "Employees Right-To-Know" requirements of OSHA.

6.00 MATERIAL SPECIFICATIONS

6.01 MATERIALS

- A. Only materials listed below and/or those approved by the OWNER will be accepted for use on this Project.
- B. All materials and supplies shall be prepared, applied, and cured in strict accordance with the manufacturer's requirements and specifications.

6.02 REPAIR AND REHABILITATION MATERIALS

- A. Leak Stopping and Plugging Material - Type "A"
 - 1. Foam type chemical grout, "Scotch-Seal 5600", as manufactured by the 3-M Company.
 - 2. DRYCON-OCTOPLUG as manufactured by IPA Systems, Inc.
 - 3. THOROC PLUG as manufactured by CHEM REX Industries Ltd.
 - 4. QUAD-PLUG as manufactured by Quadex, Inc.
 - 5. STRONG PLUG as manufactured by Strong Seal Systems
- B. Plugging, Smoothing and Filling Material - Type "B"
 - 1. OCTOCRETE as manufactured by IPA Systems, Inc.
 - 2. HYPERFORM as manufactured by Quadex, Inc.
 - 3. QSR as manufactured by Strong Company, Inc.
- C. Coating and Sealing Materials - Type "C"
 - 1. PRECO Waterproofing/Sealer (Grey and White) as manufactured by FOSROC PRECO Industries, Ltd.
 - 2. DRYCON Waterproofing/Sealer (Grey and White) as manufactured by IPA Systems, Inc.
- D. Lining Material - Type "M"
 - 1. MATERIALS:
 - a. QM-1S Restore as manufactured by Quadex, Inc.
 - b. MS-2A as manufactured by Strong Company, Inc.
 - 2. CHARACTERISTICS: The cured system shall conform to minimum physical standards as follows:

<u>CURED LINER</u>	<u>STANDARD</u>	<u>28 DAY</u>
Compressive Strength	ASTM C-109	>9,000 psi
Flexural Strength	ASTM C-321	>1,400 psi
Bond Strength	ASTMC-882	>2,000 psi
Density	ASTM	>130 pcf.

- E. Coating and Sealing Materials - Type "E"
1. AQUATAPOXY Coating "A-6" as manufactured by American Chemical Corporation.
 2. Structure Guard Epoxy as manufactured by QUADDEX, Inc.
 3. Color to be white or other manufacturer's standard colors, to be selected by the OWNER.

6.03 CLEANING MATERIALS

- A. A "Clean" water for high-pressure washing.
- B. Standard Masonry Cleaning Muriatic Acid Solution for chemical cleaning.

6.04 FLEXIBLE JOINT SEALANT MATERIALS

- A. Flexible joint sealants for setting and sealing top frames to manholes shall be butyl rubber based material conforming to federal specification SS-S210A, AASHTO M-198, Type B - Butyl Rubber and as follows: maximum of one (1%) percent volatile matter and suitable for application temperatures between 10 and 100 degrees F

6.05 MANHOLE FRAME AND COVER MATERIALS

Standard heavy duty manhole frame shall be a V-1424-2 or approved equal with lid. The frame shall weigh 250 lbs. and the lid shall weigh 165 lbs. for a total weight of 415 lbs. The lid shall have 2 non penetrating pick holes.

Standard heavy duty watertight frame shall be V-2424-2 or approved equal with lid. Water tight frame and cover weights shall be as described above.

The bearing surfaces between cast rings and covers shall be machined fitted together and match marked to prevent rocking. All casting shall be free of faults, cracks, blow holes or other defects.

7.00 WORK SPECIFICATIONS

7.01 JOB CONDITIONS

- A. Immediately notify the OWNER of any unexpected or unusual conditions.
- B. Discontinue work until the OWNER provides notification to resume Work.
- C. By-pass pumping of sewage will be permitted when necessary to remove flow from manhole being repaired. The OWNER must approve any bypass pumping proposed by the Contractor.

7.02 QUALITY ASSURANCE

- A. Adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specific requirements and the methods needed for the proper performance of the Work in this section shall be provided and used to complete the Work.
- B. Equipment adequate in size, capacity, and numbers to accomplish the Work in a timely manner shall be provided and used to complete the Work.

- C. Contractor shall provide adequate on-the-job supervision of all Work and workmen to insure that the Work meets all requirements of the Contract.

7.03 PATENTS AND LICENSES

The Contractor shall warrant and hold harmless the OWNER against all claims for Patent and/or Licensing infringements and any loss thereof.

7.04 PREPARATION

- A. Remove manhole casting if scheduled for repair or replacement, or if it is loose and requires resetting to seal and pass the vacuum test.
- B. Inspect manholes before beginning high-pressure wash to identify scope of work, to confirm actual depth for payment purposes, and to confirm rehabilitation category.
- C. Clean all interior surfaces by hand and with high-pressure "clean" water to remove all loose, deteriorated, and/or foreign materials.
- D. Wash all interior surfaces with approved solution of muriatic or hydrochloric acid.
- E. Repeat Step C.
- F. Chipping of smaller cracks and loose material may be necessary to provide proper placement and bonding of plugging materials.
- G. Controlled diversion or by-pass pumping of the sewage flow around the manhole being serviced shall be incorporated if required to accomplish a satisfactory rehabilitation.

7.05 MAJOR MANHOLE REHABILITATION

- A. Major Manhole Rehabilitation shall include complete restoration of manholes in fair to poor condition. Manhole condition and vertical footage quantity shall be agreed upon by the field representative before proceeding with repairs.
- B. Manhole restoration shall consist of:
 - 1. Correct all visible leaks by use of approved Type "A" material, drilling and pressure grouting (approved grout only), or other approved methods.
 - 2. Repair, reshape, or replace invert area.
 - 3. Depressions, holes, and very rough areas shall be filled and smoothed with approved Type "B" material to provide a surface leveled to a maximum of 1/2 inch roughness.
 - 4. Type "C" Rehabilitation System
 - a. Brick and concrete block manholes shall, at a minimum, be coated with two (2) layers of Type "B" material to a minimum thickness of 1/4 inch or greater to meet the requirements of 7.05 - B - 3 above.
 - b. One (1) coat of Type "B" material shall be applied to all pre-cast manholes to a minimum finished thickness of 1/2 inch with no surface irregularities greater than 1/4 inch.
 - c. Interior Type "B" and "C" coatings may be applied by "Brushing" or approved "Spraying" methods.
 - d. Coat interior surface with one (1) coat of approved white Type "C" coating material and allow minimum curing time and proper curing conditions.
 - e. Apply second (2nd) layer of approved grey Type "C" coating materials within allowable time to assure proper bond and curing.

- f. Allow recommended final curing time and provide recommended curing conditions.
 - g. Re-set or replace frame and cover as specified.
 - h. Cast Iron Frames shall be set in a bed of Butyl rubber flexible joint sealant, and secured with anchors as specified and shown in the Project Details.
5. Type "M" Rehabilitation Systems
- a. The lining system may be applied to damp, but not wet surfaces.
 - b. The lining shall be applied by approved appropriate spray and finishing techniques to the interior manhole surfaces by trained/experienced technicians.
 - c. The liner placement shall be in strict accordance with equipment and procedures approved prior to beginning the Work.
 - d. The finished liner thickness (es) shall be in accordance with the calculated required thickness (es) to a tolerance of minus 1/8th inches to plus 2/8th inches.
 - e. Replaced existing or new manhole frame and cover shall be completed prior to placement of the liner to allow the liner to be applied continuously over the frame up to the lid seat.

7.06 MINOR MANHOLE REHABILITATION

- A. Minor Manhole Rehabilitation shall include complete restoration of manholes rated in good to moderate condition. Manhole condition and vertical footage quantity shall be agreed upon by the field representative before proceeding with repair.
- B. Manhole restoration shall consist of:
 - 1. Correct all visible leaks by use of approved Type "A" material, drilling and pressure grouting (approved grout only), or other approved methods.
 - 2. Repair, reshape, or replace invert area.
 - 3. Depressions, holes, and very rough areas shall be filled and smoothed with approved Type "B" material to provide a surface leveled to a maximum of 1/2 inch roughness.
 - 4. Type "C" Rehabilitation System
 - a. Brick and concrete block manholes shall, at a minimum be coated with two (2) layers of Type "B" material to a minimum thickness of 1/4 inch or greater to meet the requirements of 7.06 - B - 3.
 - b. One (1) coat of Type "B" material shall be applied to all pre-cast manholes to a minimum finished thickness of 1/2 inch with no surface irregularities greater than 1/4 inch.
 - c. Interior Type "B" and "C" coatings may be applied by "Brushing" or approved "Spraying" methods.
 - d. Coat interior surface with one (1) coat of approved white Type "C" coating material and allow minimum curing time and proper curing conditions.
 - e. Apply second (2nd) layer of approved grey Type "C" coating materials within allowable time to assure proper bond and curing.
 - f. Allow recommended final curing time and provide recommended curing conditions.
 - g. Re-set or replace frame and cover as specified.
 - h. Cast Iron Frames shall be set in a bed of Butyl rubber flexible joint sealant, and secured with anchors as specified and shown in the Project Details.

5. Type "M" Rehabilitation Systems
 - a. The lining system may be applied to damp, but not wet surfaces.
 - b. The lining shall be applied by approved appropriate spray and finishing techniques to the interior manhole surfaces by trained/experienced technicians.
 - c. The liner placement shall be in strict accordance with equipment and procedures approved prior to beginning the Work.
 - d. The finished liner thickness (es) shall be in accordance with the calculated required thickness(es) to a tolerance of minus 1/8th inch to plus 2/8th inch.
 - e. Replaced existing or new manhole frame and cover shall be completed prior to placement of the liner to allow the liner to be applied continuously over the frame up to the lid seat.

7.07 MANHOLE LEAK REPAIR

- A. Manhole leak repair shall be for the purpose of correcting only visible leaks without complete restoration of the manhole. Manhole condition and square footage quantity shall be agreed upon by the field representative before proceeding with repair.
- B. Manhole restoration shall consist of:
 1. Correct all visible leaks by use of approved Type "A" material, drilling and pressure grouting (approved grout only), or other approved methods.
 2. Repair, reshape, or replace invert area if applicable.
 3. Depressions, holes, and very rough areas shall be filled and smoothed with approved Type "B" material to provide a surface leveled to a maximum of 1/2 inch roughness.
- C. Testing shall be by visual inspection.

7.08 MANHOLE FRAME AND COVER INSTALLATION

Cast Iron Frames shall be set in a bed of Butyl rubber flexible joint sealant and secured with grout and/or anchors when applicable.

Set the manhole frames to the required elevation using no more than 11 inches of precast concrete grade rings, sealing all joints between cone, adjusting rings, and manhole frame.

Standard manhole frames set above grade and all water tight frames shall be held in place by four (4) threaded anchors that shall consist of:

Four (4) 3/4 inch diameter by 8" long stainless steel all-thread rod. Set all thread rod into 3/4 inch holes 6 inches deep securing with epoxy anchor setting compound. Fasten ring to all thread using stainless steel washers and nuts after setting compound has cured.

7.09 TESTING

- A. Manholes shall be physically, and vacuum or hydrostatically tested to assure compliance with the Contract Specification and the desired workmanship of the finished rehab has been achieved.
- B. Manhole Vacuum Test:
 1. All manholes shall be physically inspected, and all visible defects repaired before reinspection.

2. All manholes shall be subjected to a vacuum test of a minimum of ten (10") inches of mercury (Hg) prior to acceptance by the OWNER. The test shall be considered acceptable if the vacuum remains at nine (9") inches of Hg or higher after the following times:

Manhole I.D. (inches)	48	60	72	84	96	120
Test Time for up to 8 feet in depth (seconds)	60	70	80	90	100	120
Additional Test Time for each 4 Foot Added Depth (Seconds)	10	15	20	30	40	60

- C. Exfiltration Test
 1. Manholes shall be subjected to an exfiltration test for a minimum of ten (10) minutes. The test shall be considered a success if the water level in the manhole (filled to the lid seat of the frame) remains within one (1) inch of the starting level for the specified time of ten (10) minutes.
 2. The manhole shall be plugged and filled to the test level and for a period of fifteen (15) minutes prior to the test to presoak the manhole materials. The water level shall be returned to the specified level before beginning the test.
- D. Testing Sequence
 1. All manholes shall be physically inspected and vacuum tested. Manholes failing the test shall be repaired by the Contractor, and retested.
 2. Manholes failing the vacuum test two (2) times may, at the discretion of the OWNER, be allowed to be hydrostatically tested by an exfiltration test for acceptance.
- E. The OWNER may require complete replacement of any manhole failing three (3) leak tests. Replacement shall be at no cost to the OWNER.
- F. The CONTRACTOR shall furnish all necessary equipment and personnel to conduct the tests in the presence of the OWNER.
- G. Costs for all testing shall be included within and incidental to the Contract Unit Price for manhole repair and rehabilitation.
- H. Repairing, retesting, pressure grouting, and/or replacement of defective manholes shall be at the sole cost and responsibility of the Contractor, and shall be pursued in a timely manner to prevent disruption to the Project and/or sewer services.
- I. Manholes moved, displaced, and/or damaged in any way during the finishing and/or backfilling operation subsequent to successful testing shall be retested for acceptance as specified above, at the sole cost of the Contractor.

7.10 CLEAN-UP AND WARRANTY

- A. Clean-up and final completion of Work.
 1. Upon acceptance of the installation Work and testing, the Contractor shall reinstate the Project areas affected by the operations.

2. Removal and replacement of fences, damage repair to yards, lawns, sidewalks, driveways, roads, other utilities, etc. due to movement of rehabilitation, cleaning, excavating or other equipment and/or erection of equipment and/or any other activities associated with the Work shall be the sole responsibility and at the sole expense of the Contractor unless specifically designated for payment under the Contract Unit Price Schedule.

B. Warranty

1. During the warranty period, which shall be defined as twelve (12) calendar months after acceptance by the OWNER, any defects which will affect the integrity or strength of the manhole shall be repaired at the CONTRACTOR'S expense, in a manner mutually agreed to by the OWNER and the CONTRACTOR.

CITY OF OAK RIDGE
MANHOLE INFORMATION FROM ASSET MANAGEMENT SYSTEM

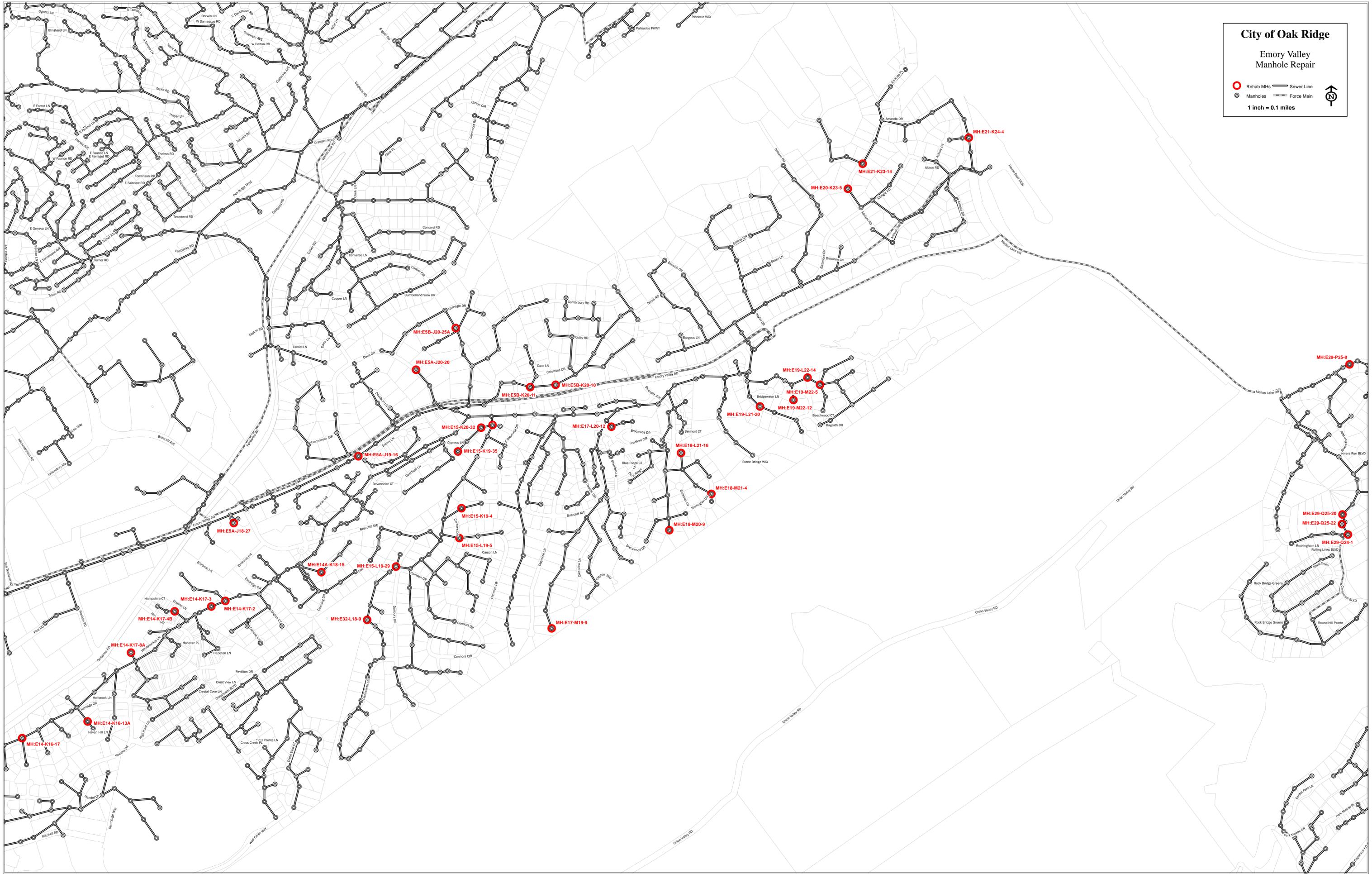
Equipment (Assets)	Equipment Description	Depth	Problem Address	Repair Description *
10594	MH:E20-K23-5	15.82	115 ADELPHI ROAD	
10534	MH:E17-L20-12	6.05	BROOKSIDE DRIVE	
10662	MH:E17-M19-9	5.71	121 CLAYMORE LANE	
10634	MH:E14A-K18-15	9.7	110 DOWNING DRIVE	
11525	MH:E29-Q25-20	6.3	RIVERS RUN BOULEVARD	
11527	MH:E29-Q25-22	6.9	10 ROCKINGHAM LANE	
11509	MH:E29-Q24-1	11	85 ROLLING LINKS BOULEVARD	raise & replace R&C
11498	MH:E29-P25-8	3.9	28 RIVERS RUN WAY	
10504	MH:E15-L19-5	6.1	133 CLEMSON DRIVE	
10243	MH:E5B-K20-10	4.8	111 COLUMBIA DRIVE	15 sq.ft. leak repair
10244	MH:E5B-K20-11	4	115 COLUMBIA DRIVE	25 sq.ft. leak repair
10343	MH:E5B-J20-25A	3.75	115 CARNEGIE DRIVE	
10501	MH:E15-L19-29	7.75	106 DANBURY DRIVE	
10435	MH:E15-K19-35	5.2	114 CYPRESS LANE	
10444	MH:E15-K20-22	4.8	104 CYPRESS LANE	
10451	MH:E15-K20-32	8	106 CYPRESS LANE	
10437	MH:E15-K19-4	6.2	235 BRIARCLIFF AVENUE	
10372	MH:E14-K16-13A	12.25	103 HAVEN HILL LANE	replace R&C minor rehab
10360	MH:E14-K17-4B	6	HAMPSHIRE COURT	
10357	MH:E14-K17-3	6.6	200 ERSKINE LANE	
10347	MH:E14-K17-2	7.6	ERSKINE LANE	
10367	MH:E14-K17-8A	3.9	HONEYSUCKLE LANE	major rehab
10483	MH:E14-K16-17	5.45	124 HERITAGE DRIVE	
10619	MH:E21-K23-14	14	112 ADELPHI ROAD	
10626	MH:E21-K24-4	4.6	MELTON LAKE DRIVE	10 sq.ft. leak repair
10581	MH:E19-M22-5	8.8	106 BEECHWOOD COURT	20 sq.ft. leak repair
10521	MH:E19-L22-14	23.4	108 BEECHWOOD COURT	
10528	MH:E19-M22-12	5.4	103BEECHWOOD COURT	
10519	MH:E19-L21-20	4.5	115BAYPATH DRIVE	
10558	MH:E18-L21-16	2.6	129 BARRINGTON DRIVE	
10572	MH:E18-M20-9	6.9	106 BARRINGTON DRIVE	
10576	MH:E18-M21-4	10.7	118 BARRINGTON DRIVE	
10212	MH:E5A-J20-20	4	106 DANA DRIVE	10 sq.ft. leak repair
10190	MH:E5A-J19-16	5.25	EMORY VALLEY ROAD	11 sq.ft. leak repair
10171	MH:E5A-J18-27	3.9	691EMORY VALLEY ROAD	
10058	MH:E32-L18-9	5.12	102 DANBURY LANE	

* All un specified locations to receive minor rehab. Repair determined using photographs, subject to change.

City of Oak Ridge

Emory Valley
Manhole Repair

- Rehab MHs
 - Manholes
 - Sewer Line
 - Force Main
- 1 inch = 0.1 miles



Bid Submittal Instructions

Pursuant to Tennessee Code Annotated § 62-6-119, each bid must be submitted in an opaque sealed envelope marked and addressed on the outside as follows:

From: Bidder's Name
Bidder's Address
*General Contractor's State of Tennessee License Number
*Bidder's License Date of Registration
*Bidder's License Category or Classification
*Bidder's License Expiration Date

*If bid equals or exceeds \$25,000, include this information if a contractor's license is required for this project per the State of Tennessee's Contractors Licensing Board. (The same information must also be provided for major subcontractors.)

To:	<u>In Person or By Overnight Delivery</u>	<u>Regular Mail</u>
	Attn: Lyn Majeski Finance Department City of Oak Ridge 100 Woodbury Lane Oak Ridge, TN 37830	Attn: Lyn Majeski Finance Department City of Oak Ridge 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 should indicate on the outside envelope, lower left corner, the following: "Sealed bid for FY2014-67: Manhole Repair and Rehabilitation Project to be opened October 10, 2013 at 2:30 p.m. local time" to ensure the bid is delivered to the appropriate person at the City in a timely fashion. Late bids are not accepted and will not be opened.

FY2014-67 BID FORM

Project: Manhole Repair and Rehabilitation Project

In compliance with the Invitation for Bids, dated September 13, 2013, 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 Completion and Performance Bond; Labor and Material Bond or other suitable securities; and required insurance certificates naming the City of Oak Ridge as an additional insured.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informality in the bidding.

Bidder agrees that this bid shall be good for a period of ninety (90) days from the date of opening.

Manhole Repair and Rehabilitation

Item No	Description	Unit	Quantity	X	Column A Unit Price	=	Column B Amount	
1	Install Standard Manhole Frame & Cover	Each	2	X	\$	=	\$	
2	Install Watertight Manhole Frame & Cover	Each	0	X	\$0	=	\$0	
3	Major Manhole Rehabilitation	Vertical Foot	4	X	\$	=	\$	
4	Minor Manhole Rehabilitation	Vertical Foot	221	X	\$	=	\$	
5	Manhole Leak Repair	Sq. Ft.	90	X	\$	=	\$	
6	Mobilization	Each	1	X	\$	=	\$	
Total Bid Amount							=	\$

Total Bid Price (carryover from previous page)

In accordance with Bid Package
Manhole Repair and Rehabilitation
Project

\$ _____

_____ Dollars and _____ Cents

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: _____

Bidder acknowledges receipt of the following addenda:

Addendum No. _____ Date: _____
Addendum No. _____ Date: _____
Addendum No. _____ Date: _____

Addendum No. _____ Date: _____
Addendum No. _____ Date: _____
Addendum No. _____ Date: _____

NOTE: In accordance with the Invitation to Bid, the following attachments are required: a Bid Bond in the amount of ten percent (10%) of the total bid price and the Drug Free Workplace Affidavit.

BID BOND

FY2014-67

KNOW ALL MEN BY THESE PRESENTS,

That we, _____,
(hereinafter called the "Principal"), as Principal, and the _____, of
_____ a

corporation duly organized under the laws of the State of _____

(hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Oak Ridge, Tennessee, (hereinafter called the "Obligee"), as Obligee, in the sum of ten percent (10%) of the bid price for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

_____.

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Invitation to Bid and Instructions to Bidders with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter such contract and give such bond, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____ A.D. 2013.

IN THE PRESENCE OF:

_____(Seal)
Principal

Witness

Title

Witness

_____(Seal)
Surety

Title

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____)
)
COUNTY OF _____)

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

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

Further affiant saith not.

Principal Officer

State of _____)
)ss.
County of _____)

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

Witness my hand and official seal this _____ day of _____, 2013.

Notary Public

My Commission Expires: _____.

CONTRACT

FY2014-67

THIS CONTRACT entered into this _____ day of _____, 2013, by and between the CITY OF OAK RIDGE, TENNESSEE, a municipal corporation, hereinafter called the "City," and _____, 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 the Manhole Repair and Rehabilitation Project in accordance with the attached Specifications. All work performed under this Contract shall be in strict accordance with the terms and provisions of this Contract, the Scope of Work, and the bid of the Contractor, all attached hereto and incorporated herein by reference.

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 June 30, 2014. Work shall be completed within thirty (30) days after the Contractor's receipt of a written Notice to Proceed, unless an alternate schedule is approved by the parties in writing. Roger Flynn is the City's contact for this project and can be reached at (865) 425-1875.

ARTICLE 3 – Changes

- A. City may, by written order, and without notice to the Sureties, 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 within thirty (30) days of satisfactory completion of the work.

ARTICLE 8 – Final Payment

Upon completion of the work and services covered by this Contract and before final payment, the Contractor must furnish evidence to satisfy the City that all suppliers of materials used and all labor and other employees working for the Contractor pursuant to this Contract have been fully paid. Upon final payment, the City is to be released from all liability whatsoever growing out of this Contract.

ARTICLE 9 – 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 10 – Completion and Performance Bond and Labor and Material Bond

A. Completion and Performance Bond

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 one hundred percent (100%) 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. The bond will be required at the beginning of each contract term and will be in an amount equal to the contract price for that year.

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.

B. Labor and Material Bond

Prior to commencing work under this Contract, the Contractor agrees to furnish and to maintain during the term of this Contract a Labor and Material Bond in the amount of one hundred percent (100%) of the Contract price with good and sufficient surety or sureties acceptable to the City, conditioned that the Contractor shall promptly make payments to the persons supplying labor, material, or supplies to the Contractor or subcontractors in the performance of the work under this Contract and any amendment or extension thereof. The form and conditions of this bond shall be as prescribed by the City. The bond will be required at the beginning of each contract term and will be in an amount equal to the contract price for that year.

In lieu of a Labor and Material 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 Labor and Material Bond or Securities. A certificate from the surety showing that the bond premiums have been paid by the Contractor shall accompany the bond.

ARTICLE 11 – 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 12 – 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 13 – 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 14 – 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 15 – 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 16 – 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 17 – 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 18 – 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 19 – 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 Mayor, by authority duly given.

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE

City Attorney

Mayor

(CONTRACTOR)

Signature

(Printed or Typed Name and Title)

Attachments: Specifications
Bid Documents
Contractor's Bid

Approved by Resolution 7-57-2013

LABOR AND MATERIAL BOND

FY2014-67

Know all men by these presents

That We _____

AS PRINCIPAL, and

AS SURETY are held firmly bound unto the

hereinafter called the Obligee, in the penal sum of

Dollars (\$ _____)

lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS: Said Principal has entered into a certain Contract with said Obligee dated _____ 20 _____ (hereinafter called the Contract) for the full and complete performance of

which Contract and the specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, the condition of this obligation is such that if said Principal and all contractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Principal and of such contractors shall promptly make payments to the persons supplying him, or them, with labor, material, fuel or supplies, for or in the prosecution of the work provided for in said Contract, or in any amendment or extension of or addition to said Contract, and for payment of reasonable attorney's fees, incurred by the Claimant or Claimants in suits on said Bond, then the above obligation shall be void; otherwise to remain in full force and effect. Provided, however, that this Bond is subject to the following conditions and limitations:

- (a) Any person, firm or corporation that has furnished labor, materials, fuel or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Principal and Surety of this Bond which right of action shall be asserted in a proceeding, instituted in the county in which the Principal does business. Such right of action shall be asserted in a proceeding instituted in the name of the Claimant or Claimants for his or their use and benefit against said Principal and Surety or either of them, (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

Labor and Material Bond
(continued)

(b) The Principal and Surety hereby designate and appoint

Tom Beehan
(Executive Officer of the Obligee)

as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this Bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damages or compensation recoverable under any worker's compensation or employers' liability statute.

(d) This bond is furnished in compliance with Tennessee Code Annotated Section 12-4-201 et seq.

In Witness whereof the parties hereto have executed this agreement on the day and date first above written in two counterparts, each of which shall without proof or accounting for the other counterpart, be deemed an original contract.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20_____.

Attest: _____

By: _____ (Seal)
Principal

Attest: _____

By: _____ (Seal)

COMPLETION AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

FY2014-67

THAT _____
(Name and address of legal title of Contractor)

as Principal, hereinafter called Contractor, and _____
SURETY, hereinafter called Surety, and held and firmly bound unto the City of Oak Ridge, as Obligee, in
the amount of _____ Dollars (\$ _____)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____ entered into a
Contract with the City of Oak Ridge for _____
in accordance with the specifications and approved amendments, which Contract is by reference made a
part hereof, including all the obligations thereunder, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully
perform said Contract, including all the obligations thereunder, then this obligation shall be null and void,
otherwise it shall remain in full force and effect.

Whenever Contractor shall be, and declared by City to be, in default under the Contract or any part
thereof, the City having performed the City's obligation thereunder, the Surety may promptly remedy the
default, or shall promptly at the City's option:

- (1) Complete the Contract in accordance with its terms and conditions; OR
- (2) Obtain a bid or bids for submission to the City for completing the Contract in accordance with
the terms and conditions, and upon determination by Owner and Surety of lowest responsible
bidder, arrange for a contract between such bidder and the City and make available as work
progresses (even though there shall be a default or a succession of defaults under the
Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the
cost of completion or any obligations thereunder.

Any suit under this bond must be instituted before the expiration of two years from the date on which final
payment under the Contract falls due.

SIGNED AND SEALED THIS _____ DAY OF _____ A.D., 2013
IN THE PRESENCE OF:

Witness

By _____
Principal (Seal)

Witness

By _____
Surety (Seal)