



**REQUEST FOR PROPOSALS
(CONTRACT #FY2015-110)**

**COMMUNITY IMPACT ASSESSMENT
OF U.S. DEPARTMENT OF ENERGY'S PROPOSED
ENVIRONMENTAL MANAGEMENT DISPOSAL FACILITY
IN OAK RIDGE, TENNESSEE**

PROPOSAL DUE DATE

June 19, 2014 at 2:00 p.m., Local Time

**Central Services Complex
Materials Management Conference Room
City of Oak Ridge
100 Woodbury Lane
P.O. Box 1
Oak Ridge, TN 37830-0001**

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

Dated: May 27, 2014

REQUEST FOR PROPOSALS

COMMUNITY IMPACT ASSESSMENT OF U.S. DEPARTMENT OF ENERGY'S PROPOSED ENVIRONMENTAL MANAGEMENT DISPOSAL FACILITY IN OAK RIDGE, TENNESSEE

PURPOSE

The City of Oak Ridge is issuing this Request for Proposals (RFP) to interested individuals or firms who are qualified to perform a community impact assessment of a proposed U.S. Department of Energy (DOE) radioactive waste disposal facility to be located on federal property in the City of Oak Ridge, Tennessee.

In September 2012, the DOE's Oak Ridge Office (ORO) released the document *Remedial Investigation/Feasibility Study for Comprehensive Environmental Response, Compensation, and Liability Act, Oak Ridge Reservation Waste Disposal, Oak Ridge, Tennessee (DOE/OR/01-2535&D1)* to examine the possible construction of a second Low Level Radioactive Waste Disposal Facility (LLW) on the Oak Ridge Reservation (ORR) to dispose of CERCLA-related waste. This document, along with related comments and documents can be found on-line at:

<http://www.oakridge.doe.gov/PAODOEIC/Uploads/F.0615.029.0007.pdf>

<http://www.oakridge.doe.gov/external/Home/PublicActivities/DOEInformationCenter/tabid/126/Default.aspx>

This decision could have a significant impact on the greater Oak Ridge region, and should be made with as much information as possible to educate local officials and the public, and with meaningful engagement by the affected community. The successful individuals or firm will prepare an assessment study (study) that evaluates long-term community impacts associated with the proposed facility. The study will include a technical review of the DOE's 2012 Remedial Investigation/Feasibility Study (RI/FS), along with the development of life cycle cost analysis of the proposed facility that incorporates additional factors not evaluated in the DOE RI/FS. The study must be completed no later than December 31, 2014 and a final report submitted by January 31, 2015.

BACKGROUND

The DOE's Oak Ridge Reservation (ORR) site covers approximately 34,000 acres and is located almost entirely within the corporate limits of the City of Oak Ridge, Tennessee. The City of Oak Ridge is 92 square miles and is located in two counties, Anderson County and Roane County.

The site consists of three large industrial production facilities constructed as part of the World War II-era Manhattan Project: the Oak Ridge National Laboratory (formerly known as the X-10 Site), a research facility that includes nuclear reactors and ongoing energy, chemical, and biological programs; the former K-25 Site, now known as the East Tennessee Technology Park (ETTP), a former production facility that enriched uranium-235 by gaseous diffusion; and the Y-12 Plant, a production facility that formerly enriched uranium-235 by an electromagnetic process, and currently disassembles nuclear weapon components, processes nuclear materials, and performs other functions related to energy and national defense programs. Site operations generated a variety of radioactive, non-radioactive, and mixed (radioactive and non-radioactive) hazardous wastes, most of which were containerized and buried below ground or stored in buildings on site. An estimated 43,200 people obtain water from surface water intakes on the Tennessee River along a 118-mile stretch downstream from the site. The ORR was designated a National Priorities List Superfund site in 1989 pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). Reference <http://www.epa.gov/region4/superfund/sites/fedfac/oakridrestn.html>.

The Tennessee Department of Environment and Conservation (TDEC), along with DOE and the U.S. Environmental Protection Agency (EPA) constitute the parties to Tennessee's Federal Facilities Agreement (FFA), a compliance agreement that sets forth the terms, framework, and enforceable schedule for the federal government's environmental cleanup program in Oak Ridge.

In 1999, the three parties signed a Record of Decision (ROD) to construct the Environmental Management Waste Management Facility (EMWMF) CERCLA Waste Cell on the ORR in Oak Ridge. The EMWMF is a land disposal facility that serves as the on-site landfill for cleanup waste from the ORR. The facility is authorized to receive low-level radioactive waste and wastes regulated under the Resource Conservation and Recovery Act and Toxic Substances Control Act from CERCLA-regulated cleanup work. The ROD called for the design, construction, operation and closure of an on-site earthen disposal cell and its supporting facilities, located in East Bear Creek Valley. The EMWMF opened in 2002 on a 120-acre site and contains four cells, totaling the size of almost 20 football fields. A fifth cell is currently under construction. Typical waste placed in the facility originates from contaminated soils, dismantled buildings, and scrap piles. The original ROD was modified in 2000 to allow for the burial of classified waste.

A sixth and final cell would raise the capacity to approximately 2.2 million cubic yards. This increased capacity is not deemed by the FFA parties as sufficient for the total volume of CERCLA waste expected to be generated during the life of the cleanup program. Therefore, additional waste disposition strategies for the total CERCLA waste volumes are being evaluated, with DOE's preferred alternative being the construction of a second landfill, the proposed Environmental Management Disposal Facility (EMDF), which is the focus of the September 2012 Feasibility Study.

Most federal construction projects require a comprehensive analysis pursuant to the National Environmental Policy Act (NEPA). A DOE policy established in 1994, however, allows NEPA values to be incorporated into CERCLA-related projects in order to streamline analyses and expedite cleanup activities. Thus, the 1999 EMWMF ROD was based on CERCLA criteria as analyzed in DOE's 1999 RI/FS. The nine criteria include:

- Overall protection of human health and the environment;
- Compliance with Applicable or Relevant and Appropriate Requirements (ARARs);
- Long-term effectiveness and permanence;
- Reduction of toxicity, mobility, or volume;
- Short-term effectiveness;
- Implementability;
- Cost;
- State acceptance; and
- Community acceptance.

These are the criteria used in the DOE's 2012 RI/FS for construction of a second facility, the proposed EMDF. Alternatives for waste disposition were evaluated with respect to the nine criteria to address the statutory requirements of CERCLA. Alternatives were analyzed individually against each criterion and then compared against one another to determine their respective strengths and weaknesses and to identify the key trade-offs that must be balanced for the ORR site. The results were described in the DOE's RI/FS, with the construction of the EMDF as the preferred alternative.

From a community standpoint, however, the CERCLA process does not require the detailed, robust socioeconomic analysis as prescribed by NEPA. The CERCLA process focuses primarily on toxicological impacts to the immediate environment. NEPA requires consideration of potential human impacts of proposed federal actions, including socioeconomic impacts, cultural and cumulative impacts, and off-site effects. Since the proposed EMDF would be a permanent facility that will require perpetual surveillance and maintenance, information regarding the potential human impacts of the project on the affected host community must be gathered and analyzed in order for DOE's, EPA's, and TDEC's analysis of the CERCLA-based Community Acceptance criterion to be valid and reliable.

SCOPE OF SERVICES

The selected individuals or firms will prepare an assessment study (study) that evaluates long-term, community impacts associated with the proposed Environmental Management Disposal Facility (EMDF). The study will include:

- A technical review of the DOE's 2012 Remedial Investigation/Feasibility Study (RI/FS) that identifies potential environmental impacts to the Oak Ridge community;
- A life cycle cost analysis of the proposed facility that incorporates additional factors/alternatives not evaluated in the DOE RI/FS such as short and long-term economic opportunity costs, and costs and benefits associated with alternatives not considered in the RI/FS; and
- An analysis of factors that would assist the Oak Ridge community in determining whether the community could accept the proposed EMDF. The analysis will include NEPA-type criteria such as potential human impacts, socioeconomic impacts, cultural and cumulative impacts, and off-site effects.

DELIVERABLES

The selected individuals or firms shall complete the study and submit a written report to the City, which sets forth detailed analyses, findings, and recommendations related to comprehensive Community Impact Assessment of the U.S. Department of Energy's Proposed Environmental Management Disposal Facility in Oak Ridge, Tennessee. The study shall be completed no later than December 31, 2014.

A presentation of the study and report may be held in January 2015 at the request of the City. The City will determine whether the presentation will be made by the selected individuals or firms in person, or via teleconference.

PROPOSAL DUE DATE

All proposals shall be sent in a sealed envelope to the following address:

By mail:

Attn: Lyn Majeski
Accounting Division Manager
City of Oak Ridge
P.O. Box 1
Oak Ridge, Tennessee 37831

By express mail or personal delivery:

Attn: Lyn Majeski
Accounting Division Manager
City of Oak Ridge
100 Woodbury Lane
Oak Ridge, Tennessee 37830

The outside envelope must be clearly marked in the lower left-hand corner "RFP – Community Impact Assessment" due by 2:00 p.m., local time, on June 19, 2014." It is the Respondent's responsibility to deliver responses to the exact location specified prior to the time indicated above, as proposals will be opened promptly at 2:00 p.m. local time on June 19, 2014.

Proposals will be publicly opened and names read aloud on the due date/time. The main purpose of this opening is to reveal the names of the respondents, not to serve as a forum for determining the awarded proposal.

All respondents shall submit the enclosed proposal sheet complete with all requested information as an accompaniment to their proposal. Eight (8) copies of the proposal must be submitted.

No faxed, emailed or telephoned proposals will be accepted. Late proposals are not accepted.

QUESTIONS

For questions, please contact Lyn Majeski, Accounting Division Manager at lmajeski@oakridgetn.gov. Any interpretation or clarification given in accordance with this provision shall be in writing and will be distributed to all known respondents and posted on the City's website. Only questions answered in writing will be binding. Oral and other interpretations or clarifications will be without legal effect.

GENERAL INFORMATION

Information regarding the City's organizational structure can be obtained online on the City's web site at <http://www.oakridgetn.gov>. The City Manager will designate a point of contact for the project to facilitate communication between the selected individuals or firms, and to assist in identifying documents and other information that may contribute to the study.

SELECTION PROCESS

Proposals will be evaluated by the City Manager and other senior city staff members. The proposals will be evaluated on the following basis in order of importance:

- (1) Experience of the individuals or firms in conducting similar community assessments. Additional consideration will be given to those individuals or firms whose experience includes potential impacts on municipal or county governments of nuclear-related projects.
- (2) Qualifications of personnel assigned. The individuals or firms shall provide as much information as possible regarding the number, qualifications, governmental experience and training of the specific staff to be assigned to the community assessment study, including field and management staff.
- (3) Size and structure of the firm.
- (4) Fee.

Phone and/or in-person interviews may be conducted with individuals or firms during the selection process. The City of Oak Ridge plans to present its recommendation regarding the selection of individuals or firms to conduct the study at the July 14, 2014 City Council meeting for City Council's consideration and approval. The successful individuals or firms will be notified of City Council's decision the following day.

CONDITIONS FOR RESPONDING

1. **Scope:** The following terms and conditions shall prevail unless otherwise modified by the City within this proposal document.
2. **Reservation of Rights:** The City reserves the right to accept or reject any or all of the proposals submitted, waive informalities and technicalities, and negotiate any or all elements of any proposal deemed to be in the best interests of the City. The City reserves the right to request clarification of information submitted, and to request additional information from any respondent. Upon further analysis of need and analysis of costs resulting from responses to this proposal, the City reserves the right to award or reject any portions of the proposal.

3. Completing proposal: All information must be legible. Any and all corrections and/or erasures must be initialed. The Proposal Sheet must be provided. A neatly typed document of reasonable length is preferred. Proposals shall be prepared simply and economically providing a straightforward, concise description of the respondent's capabilities and experience to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content and ease of location responses to requested information. Expenses incurred in developing and submitting a proposal is borne entirely by the respondent.
4. Confidentiality of proposal information: Each proposal and supporting documents must be submitted in a sealed envelope. All proposals and supporting proposal documents become public information after the proposal opening and are available for inspection by the general public.
5. Accuracy of proposal: It is necessary that any and all information presented is accurate and/or will be that by which the respondent will complete the contract.
6. Addenda: All changes in connection with this proposal will be issued in the form of a written addendum and sent to known respondents. Signed acknowledgement of receipt of each addendum must be submitted with each proposal (see proposal sheet). Oral instructions, clarifications, and additional information supplied by the City representatives are not binding.
7. Late proposals and modification or withdrawals: Proposals received after the designated deadline shall not be considered and shall be returned unopened. Proposals may be withdrawn or modified prior to the proposal deadline. All such transactions must be submitted in writing and received prior to the proposal deadline.
8. Proposals binding: All proposals submitted in accordance with the terms and conditions of this RFP shall be binding upon the respondent for ninety (90) calendar days after the proposal opening.
9. Disclaimer of liability: The City will not hold harmless or indemnify any respondent for any liability whatsoever.
10. Law governing: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Tennessee and applicable U.S. laws.
11. Anti-discrimination clause: No respondent to this request shall in any way, directly or indirectly, discriminate against any person because of race, creed, color, national origin, religion, age, sex, sexual orientation, disability or other legally protected status.
12. Conditional proposals: Conditional proposals are subject to rejection in whole or in part.
13. Responsible companies: Nothing herein is intended to exclude any responsible company or in any way restrain or restrict competition. On the contrary, all responsible companies are encouraged to submit proposals.
14. City Officers and Employees Not to have Conflict of 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 a conflict of interest.

**COMMUNITY IMPACT ASSESSMENT
OF U.S. DEPARTMENT OF ENERGY'S PROPOSED
ENVIRONMENTAL MANAGEMENT DISPOSAL FACILITY**

Request for Proposal
City of Oak Ridge, Tennessee

Proposal Cover Sheet

Eight (8) copies of sealed proposals due by June 19, 2014, at 2:00 p.m., local time, as follows:

By mail:

Attn: Lyn Majeski
Accounting Division Manager
City of Oak Ridge
P.O. Box 1
Oak Ridge, Tennessee 37831

By express mail or personal delivery:

Attn: Lyn Majeski
Accounting Division Manager
City of Oak Ridge
100 Woodbury Lane
Oak Ridge, Tennessee 37830

PROPOSAL SUBMITTED BY:

Company: _____

Physical Address: _____

Mailing Address: _____

Rep Name: _____

Phone: _____ Fax: _____

E-mail: _____

Tax ID Number: _____

Proposer acknowledges receipt of the following addenda:

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

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

Signature of Authorized Person for Respondent

Printed Name

Printed Title

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

_____, 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 to perform a comprehensive Community Impact Assessment of the U.S. Department of Energy's Proposed Environmental Management Disposal Facility in Oak Ridge, Tennessee, in strict accordance with the terms and provisions of this Contract, the Request for Proposals, and the proposal of the Contractor attached hereto. The assessment is to include, at a minimum, an impact assessment of the proposed facility on the City of Oak Ridge, Anderson County and Roane County, Tennessee, as these are affected local government jurisdictions for U.S. Department of Energy facilities in Oak Ridge.

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 and Renewal

This Contract shall become effective upon its execution and shall continue in full force and effect through January 31, 2015. Work shall commence after the Contractor's receipt of a written Notice to Proceed from the City. The study and report shall be completed and the report filed with the City of Oak Ridge no later than December 31, 2014. A presentation by the Contractor of the study and report may be held in January 2015 at the request of the City. The City will determine whether the presentation will be made by the Contractor in person or via teleconference.

ARTICLE 3 – Changes

The City reserves the right to make changes to the services to be provided which are within the project. No assignment, alteration, change, or modification of the terms of the Contract shall be valid unless made in writing and agreed to by both the City and the Contractor. The Contractor shall not commence any additional work or change the scope of the services until authorized in writing by the City. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment of the Contract executed by both the Contractor and the City.

ARTICLE 4 – Specific Requirements

- A. Report. The Contractor shall submit a written report to the City which sets forth detailed analyses, findings, and recommendations related to comprehensive Community Impact Assessment of the U.S. Department of Energy's Proposed Environmental Management Disposal Facility in Oak Ridge, Tennessee.

- B. Retention of Working Papers. The Contractor shall retain working papers for no less than five (5) years from the date the report is received by the City. In addition, the Contractor agrees that all working papers shall, upon request, be made available to the City subsequent to the completion of the report.

ARTICLE 5 – Payment

As consideration for satisfactory performance of the provisions of this Contract and as full consideration thereof, the City agrees to pay the Contractor up to \$_____ in accordance with the proposal of the Contractor which is incorporated by reference into this Contract. The Contractor must submit an invoice for payment.

ARTICLE 6 – 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 7 – Compliance with All Laws, Ordinances, Statutes, and Regulations

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

ARTICLE 8 – 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. Professional Liability (Errors and Omissions): \$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 9 – 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 10 – 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 this Contract 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 11 – Termination for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations or shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate the award by giving written notice to the Contractor of such termination and specifying a termination effective date. In that event, and as of the time notice is given by the City, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, and other materials prepared by the Contractor shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive compensation for any satisfactory work completed. 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 12 – Termination for Convenience

The City may terminate the Contract at any time for convenience by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of termination. In that event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, and other materials prepared by the Contractor shall, at the option of the City, become the City's property. The Contractor shall be entitled to receive compensation for any satisfactory work completed as of the time such notice is given by the City.

ARTICLE 13 – 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 14 – 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 15 – Entire Agreement

This Contract constitutes the entire agreement between the parties. There are no other agreements between the parties and no other agreements relative hereto shall be enforceable unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee.

ARTICLE 16 – Modifications

Any modifications to this Contract must be agreed to in writing by the parties.

ARTICLE 17 – Severability

If any term of this Contract is declared by a court of competent jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if this Contract did not contain that term.

ARTICLE 18 – Governing Law

The interpretation of this Contract shall be 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

Kenneth R. Krushenski, City Attorney

Thomas L. Beehan, Mayor

CONTRACTOR

Signature

Printed or Typed Name and Title

Date: _____

Attachments: Request for Proposals
Responder's Proposal

Approved by Resolution _____