



**INVITATION TO BID AND INSTRUCTIONS TO BIDDERS**

**FY2015-135**

**WATER METER TESTING PROJECT**

**BID OPENING**

**July 18, 2014  
11:00 a.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**

**FY2015-135**

**July 8, 2014**

**Project: Water Meter Testing Project**

**Invitation**

Bids will be received by the City of Oak Ridge until 11:00 a.m., local time, July 18, 2014, 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 prices 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.

Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

**Withdrawal of Bids**

Bids may be withdrawn on written or telegraphic request received from Bidders prior to the time fixed for opening the bids. Such written request must be on company letterhead signed by a company official and must indicate the specific bid project and bid price to be withdrawn in order to verify the identity of the bidder.

## **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**

Each Bidder shall furnish with the bid references for the past five (5) similar projects. (See Specifications, Section 9.1.)

## **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. (See Specifications Section 10.1)

## **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.

## **Drug-Free Workplace Affidavit Form**

A Drug-Free Workplace Affidavit form is not required for this project as it does not involve construction.

## **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.

## **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 (contract price per year, not total over life of contract) 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 (contract price per year, not total over life of contract) 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.

## **Anti-Discrimination**

The selected Bidder, in performing the work or furnishing the services covered by this project, 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.

### **Tobacco Products**

The selected Bidder and its employees/subcontractors shall comply with all building policies, regulations, schedules and rules as set out and required by the City. Please note smoking (including e-cigarettes) and the use of tobacco products (chewing) is prohibited in City facilities. For any work done at City facilities, any smoking occurring outside of the buildings must occur at least twenty (20) feet away from any entrance, open window or other opening into which smoke could infiltrate into the building. Spent smoking materials are to be properly discarded and not littered on the grounds.

### **Competency/Behavior of Employees**

The selected Bidder shall only furnish employees who are competent and skilled for work under this contract. If, in the opinion of the City, an employee of the selected contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

## 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 FY2015-135: Water Meter Testing Project to be opened July 18, 2014 at 11:00 a.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.

**FY2015-135 BID FORM**

**Project: Water Meter Testing Project**

In compliance with the Invitation for Bids, dated July 8, 2014, the undersigned Bidder:

\_\_\_\_\_

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

\* a partnership consisting of: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*an individual trading as: \_\_\_\_\_

\_\_\_\_\_

(\*fill in as appropriate)

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

If written Notice of Award is received, the Bidder agrees to furnish to the City of Oak Ridge, within ten (10) working days after receipt of said Notice of Award, the 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 acknowledges receipt the following addenda:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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.

**FY2015-135 BID FORM  
(continued)**

METER SIZE (MFG)	QTY.	METER TEST PRICE COLUMN A	METER TEST PRICE COLUMN B (QTY. X COLUMN A)	AVERAGE COST PER METER TO TEST & REPAIR* COLUMN C
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\*Please provide the average cost during the previous twelve months that your company has charged for the initial testing, repair and retest for each size meter listed.

**The following will be tested/repared annually:**

<u>One and One-Half Inch Meters</u> 5 ea. Badger	5 ea.	\$ _____	\$ _____	\$ _____
<u>Two-inch Meters</u> 1 ea. Hersey    26 ea. ABB 1 ea. Butler    79 ea. AMCO 1 ea. Sensus    15 ea. Elster	123 ea.	\$ _____	\$ _____	\$ _____
<u>Three-inch Meters</u> 4 ea. Badger    6 ea. Trident 1 ea. Hersey    12 ea. AMCO 4 ea. Elster	27 ea.	\$ _____	\$ _____	\$ _____
<u>Four-inch Meters</u> 3 ea. Badger    3 ea. ABB 6 ea. AMCO    2 ea. Elster 3 ea. Trident	17 ea.	\$ _____	\$ _____	\$ _____

**The following will be tested/repared every six months.**

<u>Four-inch Meters</u> 2 ea. Badger    2 ea. ABB 3 ea. AMCO    1 ea. Trident 1 ea. Elster	9 ea.	\$ _____	\$ _____	\$ _____
<u>Three-inch Meters</u> 3 ea. Badger    5 ea. Trident 2 ea. AMCO    2 ea. Elster	12 ea.	\$ _____	\$ _____	\$ _____
<u>Two-inch Meters</u> 4 ea. AMCO	4 ea.	\$ _____	\$ _____	\$ _____
<u>One and One-Half-inch Meters</u> 5 ea. Badger	5 ea.	\$ _____	\$ _____	\$ _____

**GRAND TOTAL OF METER TEST COST \$ \_\_\_\_\_**

**The cost of all repair parts utilized for this contract shall be provided to the City at the manufacturer's suggested retail price + \_\_\_\_\_% or - \_\_\_\_\_%.**

Grand Total Bid Price (from previous page)

Water Meter Testing Project

\$ \_\_\_\_\_

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents

Bidder acknowledges receipt of the following addenda:

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

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: \_\_\_\_\_

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, references (see Specifications Section 9.1), and a list of equipment (see Specifications Section 10.1).

**BID BOND**

**FY2015-135**

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. 2014.

IN THE PRESENCE OF:

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Title

**CONTRACT**

**FY2015-135**

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

**WITNESSETH**

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

**ARTICLE 1 – Scope of This Contract**

The work to be done consists of furnishing all labor, materials, supplies, tools, equipment and other incidentals necessary to perform all work and services required for the Water Meter Testing 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 be for an initial term commencing on October 1, 2014 and terminating on June 30, 2015, with up to nine (9) additional one-year options to renew (July 1 through June 30), unless terminated earlier in accordance with the terms of this Contract. Work shall begin after the Contractor's receipt of a written Notice to Proceed from the City. See Specifications for specifics on the work schedule. Scott Jackson is the City's contact for this project and can be reached at (865) 425-1847 or sjackson@oakridgetn.gov.

**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. The Contractor shall submit monthly statements to the City showing all work performed by street name and parking lot designation plus any out of the ordinary requested work. The statement shall be received prior the 5<sup>th</sup> of the month. Payment shall be made within thirty (30) days of receipt of the statement for satisfactory work completed.

#### 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 20 – 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 21 – 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 22 – Option to Renew

Upon mutual agreement of the parties, this Contract may be renewed for up to nine (9) additional one-year terms (July 1 through June 30) under the same terms and conditions. Upon renewal, the per unit prices will be adjusted (increased or decreased) by one hundred percent (100%) of the U.S. Department of Labor Consumer Price Index for All Urban Consumers (CPI-U), All Items, for the month of March of the current year, which reflects the unadjusted annual percentage change from the month of March of the prior year.

ARTICLE 23 – 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 \_\_\_\_\_

**LABOR AND MATERIAL BOND**

FY2015-135

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:

FY2015-135

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., 20\_\_\_\_\_  
IN THE PRESENCE OF:

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Principal (Seal)

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Surety (Seal)

## SPECIFICATIONS

### WATER METER TESTING AND REPAIR

**SCOPE:** The Contractor will perform accuracy testing on the selected water meters at the flow rates specified in the City of Oak Ridge Water Meter Accuracy Testing Specifications. After performing initial accuracy testing, the contractor will advise the City of the test results for that meter. The City will determine whether or not the meter is to be repaired. At the direction of the City, the Contractor will perform necessary repairs followed by re-testing of the meter. Repaired meters shall meet accuracy requirements as outlined by the City of Oak Ridge Technical Specifications for Water Meter Accuracy Testing and Repair. The Contractor shall provide to the City an itemized list of repair parts with manufacturer's suggested prices for each replacement part used on any meter repaired.

It is the intent that the contract will be for one year with the option to renew for nine (9) additional years.

One hundred seventy-two (172) water meters are to be tested and as necessary repaired on an annual basis. Thirty (30) of those same meters will be tested on a bi-annual basis every six months and repaired as necessary.

The meters to be tested include:

One and One-Half Inch Meters - 5 ea.

Two-inch Meters - 123 ea.

Three-inch Meters - 27 ea.

Four-inch Meters - 17 ea.

#### **Six Month List**

One and One-Half Inch Meters - 5 ea.

Two-inch Meters - 4 ea.

Three-inch Meters - 12 ea.

Four-inch Meters - 9 ea.

**TECHNICAL SPECIFICATIONS FOR  
WATER METER ACCURACY TESTING AND REPAIR  
FOR ONE AND ONE-HALF, TWO, THREE, AND FOUR-INCH  
WATER METERS**

**1.0 AWWA STANDARDS**

- 1.1 Repaired water meters shall meet the current AWWA standards of accuracy for compound or turbine meters.

**2.0 CITY OF OAK RIDGE TEST STANDARDS**

- 2.1 All repaired meters shall meet Oak Ridge Test Standards for accuracy as established in sections 2.2, 2.3, 2.4 AND 2.5 of this document.

**2.2 ONE AND ONE-HALF INCH METERS**

- 2.2.1 One and one-half inch meters shall be tested at the following rates of flow (GPM): 1/4, 1, 5, 10, 20, 50, 100

- 2.2.2 The minimum accuracy for one and one-half inch compound meters shall be 95% at 1/4 GPM and at least 97% at all other flow rates.

- 2.2.3 The maximum allowable accuracy shall be 103%.

**2.3 TWO-INCH METERS**

- 2.3.1 Two-inch compound meters shall be tested at the following rates of flow (GPM):1/4, 1, 5, 10, 20, 50, 100

- 2.3.2 The minimum accuracy for two-inch compound meters shall be 95% at 1/4 GPM and at least 97% at all other flow rates.

- 2.3.3 The maximum allowable accuracy shall be 103%.

**2.4 THREE-INCH METERS**

- 2.4.1 Three-inch compound meters shall be tested at the following rates of flow (GPM):1/2, 1, 5, 10, 20, 50, 150

- 2.4.2 The minimum accuracy for three-inch compound meters shall be 95% at 1/2 GPM and at least 97% at all other flow rates.

- 2.4.3 The maximum allowable accuracy shall be 103%.

**2.5 FOUR-INCH METERS**

- 2.5.1 Four-inch compound meters shall be tested at the following rates of flow (GPM):3/4, 2, 5, 10, 50, 100, 200

- 2.5.2 The minimum accuracy for four-inch compound meters shall be 95% at 3/4 GPM and at least 97% at all other flow rates.

- 2.5.3 The maximum allowable accuracy shall be 103%.

### **3.0 QUANTITY OF WORK**

- 3.1 The City reserves the right to add or delete quantity of work in order to meet budgetary restrictions.
- 3.2 Additions to or deletions from the quantity of work performed will be based on the unit bid price.

### **4.0 HOURS OF WORK**

- 4.1 Unless otherwise approved by the City, all testing and repairs shall be performed during the City's normal work week of Monday thru Friday.
- 4.2 All work shall normally be performed between the hours of 8:00 a.m. and 6:00 p.m. unless otherwise approved by the City.
- 4.3 The City reserves the right to require the contractor to perform testing of designated meters at night.

### **5.0 INSPECTION**

- 5.1 All work is to be performed under the observation of a City inspector as designated by the Public Works Director or his designee.

### **6.0 DISRUPTION OF WATER SERVICE**

- 6.1 Where it becomes necessary to halt the supply of water to any customer, the contractor is required to first notify the customer and the City.

### **7.0 SAFETY**

- 7.1 The contractor shall be responsible for establishing and controlling the WORK ZONE within which the work is being performed, including the use of warning signs, barricades, etc. per ATSSA guidelines and shall also be liable for injuries or accidents caused by the Contractor's negligence in providing a safe work zone and/or area.
- 7.2 The contractor shall use necessary means to direct the flow of water from the test meter to an area, which prevents damage to private property or personal injury to pedestrians or motorists.
- 7.3 The Contractor shall indemnify the City of Oak Ridge for and save it harmless from any and all claims, demands, causes of action, suits, judgments, liabilities, and expense for property damages and/or injury to or death of persons arising or in any manner growing out of any Contractor activity related to this project while this project is in progress. Copies of insurance coverage shall be submitted to the City with the bid documents.

### **8.0 QUALITY OF WORK and WARRANTY**

- 8.1 Unless otherwise authorized by the Public Works Director or his designee, all repair parts shall be new and shall be purchased from the original manufacturers and/or authorized dealers.
- 8.2 The contractor warrants the quality of the testing and repair of each meter by providing a **ONE YEAR warranty on all work performed, including labor and materials.**

8.3 Contractor agrees to retest and repair all defective meters within 30 days of receiving notification from the City of such occurrences.

## **9.0 REFERENCES FOR PAST WORK**

9.1 The Contractor shall provide a list of references for its past five similar projects. The list shall include name of water system owner, contact person, and phone number of contact person.

## **10.0 TEST EQUIPMENT**

10.1 The contractor shall submit with the bid a list of all testing equipment and manufactures.

10.2 Contractor guarantees test equipment's accuracy meets AWWA standards.

## **11.0 WORK SCHEDULE AND DEADLINE**

11.1 Upon reporting for work, the contractor will be provided with a prioritized list of all meters to be tested and/or repaired.

11.2 It is intended that the annual testing be conducted and completed from April 1 to April 30 of each year and the bi-annual testing be conducted and completed from October 1 to October 31 of each year. The Contract and renewal periods will coincide with the City's fiscal year of July 1 through June 30.

11.3 All work shall be completed and billed by June 30 of each year.

## **12.0 TEST REPORTS**

12.1 The Contractor shall provide the City with a report of the testing and repair for each meter tested.

12.2 The Contractor shall provide with the test results and invoice a complete list of all repair parts used for each meter.

## **13.0 INVOICE SUBMITTAL AND PAYMENT**

13.1 The City will provide progress payments for work completed upon receipt of an invoice from the contractor. Each invoice submitted for payment shall include the following attachments.

- Copy of the test and repair report of each meter for which payment is being requested.
- Copy(s) of the current meter parts price lists from each manufacturer.
- Copy(s) of the original invoices from the original manufacturers and/or authorized dealers for all parts used for the repairs billed.
- Copy of the parts-on-hand inventory for each vehicle utilized for the contract during the period covered by the submitted invoice.

13.2 The City will make payment to the contractor within thirty (30) days of correct invoice submittal.

## **14.0 CONTRACT RENEWAL**

- 14.1 At the City's option, the contract shall be renewable on an annual basis for nine (9) additional years. In the event that the City elects to exercise this right, the Contractor will be notified by June 1 of each year of the intent to extend the contract for an additional one-year term.