INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

FY2015-188

ABATEMENT AND DEMOLITION FOR RESIDENTIAL STRUCTURE LOCATED AT 109-111 WADDELL PLACE

(NOTE – ACCOMMODATIONS WILL BE MADE FOR FIRE DEPARTMENT TO BURN STRUCTURE BETWEEN ABATEMENT AND DEMOLITION)

NOTE: MANDATORY PRE-BID CONFERENCE October 16, 2014 AT 2:00 P.M., LOCAL TIME, ON-SITE

BID OPENING

October 28, 2014
2:00 p.m., Local Time

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

Telephone: (865) 425-1819
Fax: (865) 482-8475
Attn: Lyn Majeski
Email: LMajeski@oakridgetn.gov

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

FY2015-188 **October 8, 2014**

Project: Abatement and Demolition for Residential Structure – 109-111 Waddell Place

Invitation

Bids will be received by the City of Oak Ridge until 2:00 p.m. local time, October 28, 2014, then publicly opened in the Materials Management Conference Room at 100 Woodbury Lane, Oak Ridge, Tennessee 37830, for furnishing all labor, materials, supplies, tools, and equipment necessary to perform all work and services described in the Contract attached hereto, in strict accordance with the terms and provisions of said Contract and any attachments thereto. (See attached Specifications/Scope of Work)

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

Mandatory Pre-Bid Conference

A **mandatory pre-bid conference** will be held on-site at 109-110 Waddell Place, Oak Ridge, Tennessee, on October 16, 2014 at 2:00 p.m. local time. Bidders must attend this conference in order to submit a bid.

Discrepancies

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

Prices

The Bidder shall submit LUMP SUM 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.

Withdrawal of Bids

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

Rejection of Bids

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

References

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

Equipment

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

Personnel

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

Method of Work

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

Bidders Interested in More than One Bid

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

Insurance

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

Bid Surety

The requirement for a bid bond has been waived by the City.

Completion and Performance Bond

The Contractor agrees to furnish a Completion and Performance Bond in the amount of twenty-five percent (25%) of the Contract price with good and sufficient surety or sureties acceptable to the City in connection with the performance of the work under this Contract. The form and conditions of said Completion and Performance 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.

Timeframe for Completion

For the abatement, work shall commence within twelve (12) business days after the Contractor's receipt of a written Notice to Proceed from the City and shall be completed within five (5) business days of commencement, unless an alternate schedule is approved by the parties in writing. Once final clearance is received, the Contractor shall secure the site and notify the City that the Fire Department may commence with burning the structure. The project will be on hold until the Fire Department has burned the structure. Immediately after the burn and receipt of a release from the Fire Department, the Contractor will commence with demolition and clean-up which shall be completed within three (3) business days.

City Officers and Employees Not To Have Financial Interest

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

Compliance with All Laws, Ordinances, Statutes, and Regulations

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

SPECIFICATIONS/SCOPE OF WORK

Background on Property

This regulated residential structure is located at 109-111 Waddell Place, in Oak Ridge, Tennessee (GPS Coordinates: N36° 01.411´ W084° 15.950´) (Property). The Property and project is owned by the City of Oak Ridge, Tennessee and is either totally or partially funded by way of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) voluntary acquisition process. This property has been deemed unsafe/unfit for human occupation and use and ordered demolished for possible future redevelopment.

The City has contracted with ECS Central PLLC, to conduct environmental assessments of the Property. See 36-page attachment from ECS which contains the Hazardous Material Assessment.

Scope of Work

The Demolition Contractor (hereinafter "Contractor or Demolition Contractor") shall, at its sole cost and expense, provide, perform and complete in the manner described and specified in this Invitation to Bid all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data and other items necessary to accomplish the Project as defined below, in accordance with the Scope of Work (hereinafter "Work"). The Services will also include procuring and furnishing all approvals and authorizations, permits, and certificates and policies of insurance as specified herein necessary to complete the Project.

Description of Project

The City of Oak Ridge is seeking a qualified contractor to provide the remediation services (abatement of asbestos and hazardous material) and complete demolition (removal of structure(s), foundations, basement, utility service & waste lines and tanks, concrete slabs, walkways, driveways, decks/porches, fence (if applicable), nuisance vegetation, all trash/debris and accessory structures of the one (1) dilapidated public nuisance residential dwelling listed above (Property). Backfill and finish lot grading with seed and stabilization is included in this bid. The Property is so deteriorated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human occupation or use, and as such, it is unreasonable to repair the structure(s). Per HUD CDBG guidelines, the City shall cause the structure(s) to be environmentally abated and demolished in accordance with the City Code.

The dilapidated structure identified in this Invitation to Bid has been tested for the presence of asbestos containing materials (ACM) and household hazardous waste. An Environmental Assessment Report has been prepared for each structure. These reports are attached to the Invitation to Bid.

The Demolition Contractor shall complete or subcontract to an Environmental Remediation Contractor for the abatement of asbestos and household hazardous waste as listed in the Assessment Report. Actual demolition activity shall not begin until after a "post-visual inspection" is conducted and approved by the City contracted Environmental Assessment company and the City's Project Manager.

Should previously undetected quantities of ACM or other regulated wastes be discovered during remediation, the demolition work shall stop and the Contractor shall immediately notify the City Project Manager. The Project Manager shall inspect the structure and determine if further remediation is warranted. If deemed warranted, demolition of the structure may be delayed because of such discovery and the resultant remediation work. Demolition may not resume until abatement has been completed.

Utility disconnection services are not a part of this bid. The utilities for the structures listed will be disconnected by the City upon receipt of a completed demolition permit. The Contractor must allow at least one (1) calendar week for disconnection prior to the start of demolition activity. The actual demolition permit will be issued after all utilities have been confirmed disconnected.

The Environmental Remediation Contractor performing the remediation work must hold all required State of Tennessee licenses and permits for Asbestos abatement activities and all staff performing work within the regulated work area (hot zone) must have all required training and certifications. The remediation work must be performed by the contractor possessing the Asbestos Abatement Contractors License. An asbestos licensed Contractor/Supervisor must be onsite at all times during remediation.

The Contractor shall demolish the entire structure above the foundation the same day; no partial demolition of the above-foundation structure will be allowed. Once demolition starts, every effort must be made to raze the structure and remove all debris within the work day. Backfill can be delayed as long as the property is secured with fencing up to a maximum of five (5) business days.

After the environmental abatement is complete, the Contractor must provide a continuous spray of clean water on the demolition site as needed during actual demolition operation to reduce if not eliminate visible emissions of dust.

Types of Debris, Debris Ownership and Hauling Responsibilities

Once the Contractor begins activity on a site, all debris generated is the responsibility of the Contractor and the Contractor is solely responsible for all aspects related to the debris, including, but not limited to, the hauling and disposal of the debris. This includes all materials resulting from demolition unless otherwise specified in this scope of work. The City is the generator of the debris. The Contractor has salvage rights to all materials. The Contractor shall ensure that all loads are properly secured and transported without threat or harm to the general public, private property and public infrastructure.

Disposal of Asbestos Containing Material (ACM) – Non-Friable and Friable

Non-Friable: The Environmental Remediation Contractor must dispose of non-friable asbestos containing materials at an approved landfill as specified in the Contractor's bid.

Friable: The Environmental Remediation Contractor must dispose of friable asbestos containing materials at an approved landfill as specified in the Contractor's bid.

Disposal of Household Hazardous Waste Material (HHWM)

Remove HHWM identified in the Environmental Assessment Reports. Household hazardous waste materials include drain cleaners, paint thinners, bleach, fertilizers, camp fuel, etc.; mercury thermostats; batteries; fluorescent tubes. HHWM must be disposed at an approved landfill as specified in the Contractor's bid.

Sort HHWM before delivery to AGENCY as directed by AGENCY personnel. This will include identifying and separating "unknown" chemicals as noted in the Assessment Reports.

Disposal of White Goods (aka Appliances) and Tires

Remove White Goods and automotive tires per the Assessment Report inventory. White Goods may include refrigerators, freezers, dryers, clothes washers, water heaters, stoves, dishwashers, dehumidifiers, microwaves, trash compactors, humidifiers, air conditioners. White Goods that have been significantly damaged (mangled, crushed, not upright, lines cut) must be accompanied by a written statement declaring how damage occurred, if known, before arriving at AGENCY. The Environmental Remediation Contractor will clean out appliances, especially refrigerators and freezers, before delivering to the AGENCY or additional charges will be incurred by the Contractor. If available, White Goods and tires must be recycled per the AGENCY's requirements.

It is not mandated that the concrete be hauled to the Landfill. Bidders may salvage the concrete. If the salvage option is taken, the bidder must (1) state in writing on the Bid Submittal Form where the concrete is going and (2) how it will be used.

Lead Based Paint Abatement

Lead based paint materials will not be abated prior to demolition. Any materials containing lead based paint should be disposed of in the landfill. If the Contractor chooses to recycle painted concrete, then all applicable laws, standards and regulations shall apply to the Contractor for that activity. The U.S. Department of Labor's Occupational Safety and Health Administration (OSHA) have established standards to protect workers from overexposure to lead. OSHA'S Lead-in-Construction rule, contained in 29CFR1926.62, regulates work practices and procedures which must be followed when working around suspected lead. Contractor shall submit a written notification to the PROJECT MANAGER within two (2) business days if the required initial assessment meets or exceeds "Action Level" criteria for any specific job site.

Compliance with Laws

The Contractor and all Subcontractors shall be responsible for compliance with all federal, state, county and municipal laws, ordinances, rules, standards and regulations related to structure demolition and removal, including, but not limited to, requirements of the Occupational Safety and Health Administration (OSHA), EPA and the Tennessee DEC. These requirements include (but are not limited to) good demolition practices.

The Contractor shall obtain all applicable City permits and utility locates as required to perform the work specified by this agreement prior to any demolition commencing. The City's Code Enforcement Division will provide the City demolition permit application with pertinent information to include the disconnect completion of utilities.

Work Hours and Restrictions

Hours of work at individual lots must adhere to the City noise ordinance. In residential areas work may be performed during the hours of 7:00 am to 6:30 pm, Monday through Saturday, except otherwise indicated.

Standards

Each entity engaged in any part of the Project is required to be familiar with industry standards applicable to that entities' construction activity. The Contractor shall maintain work sites to appropriate use standards, safety standards, and regulatory requirements. Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source. Although copies of standards needed for enforcement of requirements may be part of required submittals, the Project Manager reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements. Copies of applicable standards shall be readily available at the project job site.

Pre Demolition Conference

Before Work is started, a conference attended by the City's Project Manager, the Demolition Contractor and others as appropriate will be held to:

1. Inspect and discuss condition of construction to be demolished.

2. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.

3. Review and finalize protection requirements.

4. Review procedures for noise control and dust control.

Preparatory Operations

Before the start of the demolition job, the Contractor shall take a number of steps to safeguard the health and safety of workers in accordance with all Federal, State and Local regulations at the job site. A competent person, experienced in all phases of demolition work including safety issues shall perform the planning work. A suitable location shall be designated at the job site with written plans/procedures, emergency information and equipment. Employees shall be trained in evacuation procedures in the event of workplace emergencies.

Services and First Aid

The Contractor shall make provisions for prompt medical attention in case of serious injury. The location and the most direct accessible route to the nearest hospital and the telephone numbers of the hospital and the ambulance must be posted at the job site. (Exception: If it is practically infeasible to post required information in accordance to this section, it must be identifiable and readily available for all onsite workers). A proper First Aid kit and proper equipment for prompt transportation of an injured employee, as well as a communication system to contact an ambulance must be available at the job site.

Fire Prevention and Protection

Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.

Smoking shall be prohibited in construction areas.

All welding or cutting operations, combustion-type temporary heating units, and similar sources of fire ignition shall be supervised according to requirements of authorities having jurisdiction and Hot Work Plan.

The Contractor is responsible for developing and supervising a fire protection program and for providing the necessary firefighting equipment at the job site. This program shall outline the assignments of essential personnel in case of a fire and provide an evacuation plan for workers on the site. The program shall contain provisions for securing hot work permits and instructions for shutting down all burning and hot work operations one hour before the end of the work shift. Review needs with local fire department and establish procedures to be followed. The Oak Ridge Fire Department must be called for all fires. Instruct personnel in methods and procedures. Post warnings and information.

Property Damage

The Contractor shall be legally and financially responsible for all damages caused by this environmental abatement demolition activity performed under this bid to public and private property. The Contractor shall have one lead individual per every work crew who is dedicated to resolving reports of property damage. Contractor shall maintain a log of property damage reports and their resolution, including dates for each damage report, pictures, contact information, and resolution. If public or private property, including trees and vegetation, is damaged by the Contractor and not repaired or resolved on a timely basis to the satisfaction of the City, the City has the option of having the damage repaired at the Contractor‘s expense to be reimbursed to the City or withheld from the Contractor’s future payments.

Site Security

The Contractor shall demolish the entire structure above the foundation the same day; no partial demolition of the above-foundation structure will be allowed.

It shall be the Contractor’s responsibility to secure the site by whatever means necessary to prevent unauthorized entry. The Contractor shall remove all debris and leave the site from which the eligible debris was removed in a clean and neat condition with the understanding that there will be certain debris that is not picked up by equipment, machinery and general laborers used by the Contractor. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the Project Manager.

Prior to, or during demolition

If it is determined by the Project Manager that a significant job site security and or safety risk exists, the following activities shall be required to be put in place by the Contractor. Otherwise, the Contractor must at all times take reasonable or other contracted steps necessary to ensure that each job site is maintained in a safe, secure and clean condition until final completion and acceptance by the Project Manager.

Pedestrian Protection

The work of demolishing any building shall not be commenced until pedestrian protection is in place as required by the International Building Code 2006 and City Code. Pedestrians shall be protected during construction, remodeling and demolition activities as required and signs shall be provided by the Contractor to direct pedestrian traffic.

Fencing

Temporary barricade type fence shall be erected prior to the commencement of demolition activities to prevent access by the public. Such fence shall be: (1) At least four feet high. (2) Consistently restrictive from top to grade. (3) Without horizontal openings or indentation wider than two inches. The fence shall be erected before demolition begins and shall not be removed until the backfill is completed.

Temporary Signs

Provide warning signs for site fencing as described above. Unauthorized signs are not permitted. The Contractor will provide and install project identification sign.

Temporary Use of Streets, Alleys and Public Property

Storage and Handling of Materials

The temporary use of streets or public property for the storage or handling of materials or of equipment required for construction or demolition, and the protection provided to the public shall comply with the provisions of the authority having jurisdiction and by the adopted International Building Code 2006 City of Oak Ridge Municipal Code.

Pre-loading is permissible, but trucks, cargo boxes, roll-offs, trailers, and etc. must be kept in a secured area and, if necessary, tarped for the public health and safety. The secured area may be located within perimeter of the demolition site or a designated location if the demolition area is not acceptable for overnight storage. The City's Project Manager will have final approval regarding pre-loading and secure storage.

Obstructions

Construction materials and equipment shall not be placed or stored so as to obstruct access to fire hydrants, standpipes, fire or police alarm boxes, catch basins or manholes, nor shall such material or equipment be located within 20 feet (6096 mm) of a street intersection, or placed so as to obstruct normal observations of traffic signals or to hinder the use of public transit loading platforms.

Temporary Utility Installation

General

Install temporary service or connect to existing service. Arrange with utility company, Project Manager, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

Water Service

The Contractor has the option to use utilize the municipal water system using fire hydrant connections and a City of Oak Ridge issued water meter OR the Contractor may use self-provided tankers as long as they provide adequate potable water and are not an obstruction.

If the Contractor elects to use the City water supply via fire hydrant, the Contractor must contact Rick Irwin or Scott Jackson in the Public Works Department at (865) 425-1875, must indicate this is a City demolition project, must provide all of the Contractor's contact information, and must show proof of a City issued demolition permit requesting the water meter to be delivered to the project site on a specified date and time. The water meter will be provided to the Contractor in good working order free of charge or deposit. Water used exclusively for the purposes of this demolition contract shall be free of charge. The Contractor is required to return the same water meter to the City in good working order as soon possible after it is no longer needed. If the Contractor damages or loses the City issued water meter, a fee of $1,500.00 shall be immediately assessed against the Contractor. The City reserves the right and shall withhold any and all contract payment(s) until the water meter is returned in good working order or until the damage or loss assessment fee is paid in full.

The Contractor must submit water meter fee and/or proof of meter return with project completion invoice in order to receive payment for work performed under this contract."

Sanitary Facilities

Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

Electric Power Service

Temporary electrical power will be by the Contractor provided generator only.

Traffic Controls

1. Protect existing site improvements to remain including curbs, pavement, and utilities.

2. Maintain access for fire-fighting equipment and access to fire hydrants.

3. Provide and operate temporary traffic control signals at designated intersections, and traffic control signage as needed for temporary closure of public roads and streets.

4. If traffic modifications are required, the Contractor shall coordinate all activities with the City's Police Department prior to any traffic control setup. The City or the Project Manager will determine locations that will require traffic control.

Contractor's Employees

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

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

The Contractor shall be responsible for providing protective gear and equipment to its agents and employees, and for ensuring its proper utilization under all current applicable OSHA regulations. Anyone in the secure demolition area must be wearing appropriate protective equipment at all times. This would include, but not be limited, to hard hats and safety vests.

The Contractor will fully and sufficiently inform its staff of the nature of the work and the hazards inherent in performing the work, and shall inform its subcontractors of the same.

The work shall be performed in accordance with the requirements, standards, specifications and schedules set forth, and all applicable regulations or policies of the U. S. Environmental Protection Agency, Tennessee Department of Environment and Conservation, or any other regulatory agency that has jurisdiction over the work. All regulatory or contractual interpretations shall be made by the applicable regulatory authority or the City and shall be final.

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

The Contractor shall only furnish employees who are properly licensed, competent and skilled for work under this Contract.

The Contractor's employees and sub-contractor employees shall each wear distinctive company clothing or hard hats with permanent markings identifying their respective employer at all times while within the project buildings and at all times while on site.

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

The Contractor shall provide a main phone number and a backup phone number that will be answered 24/7.

Archaeology

The sites may be archeologically sensitive. The demolition footprint shall have minimal ground disturbance. In the event that archeological deposits (soils, artifacts and features such as cisterns, privies, alluvial wells and the like), or other remnants of human activity are uncovered, or if archeological deposits are found during excavation, the project will be halted immediately in the vicinity of the discovery, and the CONTRACTOR will inform the City's PROJECT MANAGER and take reasonable measures to avoid or minimize harm to finds. Work in the sensitive area cannot resume until CONTRACTOR is notified by the PROJECT MANAGER.
Septic Tanks – If discovery of a septic tank takes place during demolition, the CONTRACTOR is required to have it pumped by a certified licensed pumping service, collapsed and then backfilled as stated below.

Backfilling and Finishing

The Contractor shall obtain inspection and approval from the City's Code Enforcment Division or designee prior to backfilling all excavations, holes or depressions on the demolition site. Excavations, cellar holes, basement holes, abandoned cisterns or other depressions within the demolition site shall be filled and compacted with sand or earthen fill.

A 6 inch layer (in place thickness) of tillable topsoil shall be spread over areas impacted by the demolition removals and/or areas excavated and filled to provide positive surface drainage and to establish a finished site grade consistent with adjacent grades. Final grading must be raked level and surface rocks larger than one (1) inch removed prior to seeding.

Adjacent grades, when referred to in these specifications, means approximate existing elevation of the ground surrounding a basement, or other excavated or depressed area, at the distance of 5 feet outside the area, particularly when the existing ground has previously been graded up so as to slope away from the area. Stable, uniform grade for at least sixty days after the date when the job is reported "finished" is required. If the backfill materials were frozen when used or any other settling of the backfilled area occurs, causing unacceptable settling during the first sixty days after the ground is free of frost, the Contractor shall remedy such settling by additional tamping, refilling, compacting and re-grading in conformance with the standards set forth in this section, shall repair or replace any structures, vegetation or topography which was destroyed, damaged, moved or changed in conjunction with, or by reason of, the wrecking operation. Such repairs, replacement or restitution shall be based upon and consistent with the grade, appearance and state of repair which existed prior to the start of the demolition work. The backfill shall be compacted to 95 percent of the maximum dry density as set forth in ASTM Test Method D698. Random QA/QC may be completed by the City's Project Manager. The Contractor will provide for the service of an independent testing laboratory to perform tests if required. Copies of documentation verifying these tests have been completed shall be submitted with the project invoices.

Seeding

The topsoil shall be covered with appropriate and adequate seeding so as to ensure a healthy and uniform grass growth.

Cleanup

All pieces, parts, scraps, debris, rubbish, wood and organic materials from a structure or part of a structure in the process of being demolished shall be cleaned up and removed from the premises daily. Final cleanup after the structure is demolished shall include complete and thorough removal from the premises of all parts or pieces of the building, its contents and its furnishing, including all debris, organic materials, rubbish, wood, concrete, and masonry rubble in their entirety; examples: Concrete or brick floors of basements, or of areaways, stairways, stairwells or depressed structures shall be completely removed. Concrete slabs on ground of basement-less buildings and foundations shall be broken up and removed from the site. All hazardous open pits and recesses shall be filled with thoroughly tamped earth or mortar; whichever is required to completely eliminate the hazard.

Sidewalks, Driveways

City sidewalks running parallel to the street and the driveway portion for the street to the sidewalk are to be left intact, however, if they are damaged during demolition, they are to be removed and replaced at the Contractor's own expense. Private or approach walks and drives shall be removed. Damaged walks and aprons shall be noted by the Contractor and the Project Manager. The Contractor will not be responsible for repairing documented pre-existing damage.

Outbuildings / Fences / Misc. Debris

Outbuildings such as sheds, garages are identified on the Bid Submittal Form. Fences shall not be removed until authorization is provided by the Project Manager. Miscellaneous debris shall be removed and the lot shall be left clean and free of all debris.

Transporting and Disposal

The Contractor acknowledges, represents and warrants to the CITY that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and any other federal, state or local agencies or authorities.

The Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. The Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.

The Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks shall have a solid tailgate made out of metal.

The Contractor shall ensure that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.

The Contractor shall ensure that all vehicles transporting debris are equipped with and use tarps or netting to prevent further spread of debris. All loads are required to be tarped.

Appliances

All appliances are considered to be asbestos contaminated and will be housed with the other materials from the demolition. Freon will not be removed from any appliances. Appliances will not be demanufactured. All appliances shall be landfilled.

Heating Oil Tanks

Some buildings may have heating oil tanks. The heating oil tanks shall be pumped of all fluids into an appropriate container. The Contractor shall ensure tanks are decontaminated and taken to a metal recycler as part of this contract.

REAL ESTATE ASSESSMENT DATA

Attached is a three (3) page Real Estate Assessment Data report from the State of Tennessee Comptroller of the Treasury.

State of Tennessee Comptroller of the Treasury

Real Estate Assessment Data

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

Property Owner and Mailing Address

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

City of Oak Ridge
CDBG Purchase

Property Location

GPS Coordinates: N36° 01.411´ W084° 15.950´

Address: WADDELL PL 111

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

Value Information

Reappraisal Year: 2010

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

General Information

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

Utilities - Gas Type:	**Zoning:**

Subdivision Data

Subdivision: BLOCK 0C13 LOT 0001

Plat Bk:	Plat Pg:	Block:	Lot:

Additional Description

02 014CB 014CB00100 000

Building Information

Building # 1

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

Building Areas:

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

Sale Information

Sale	Deed	Type

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

Land Information

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

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

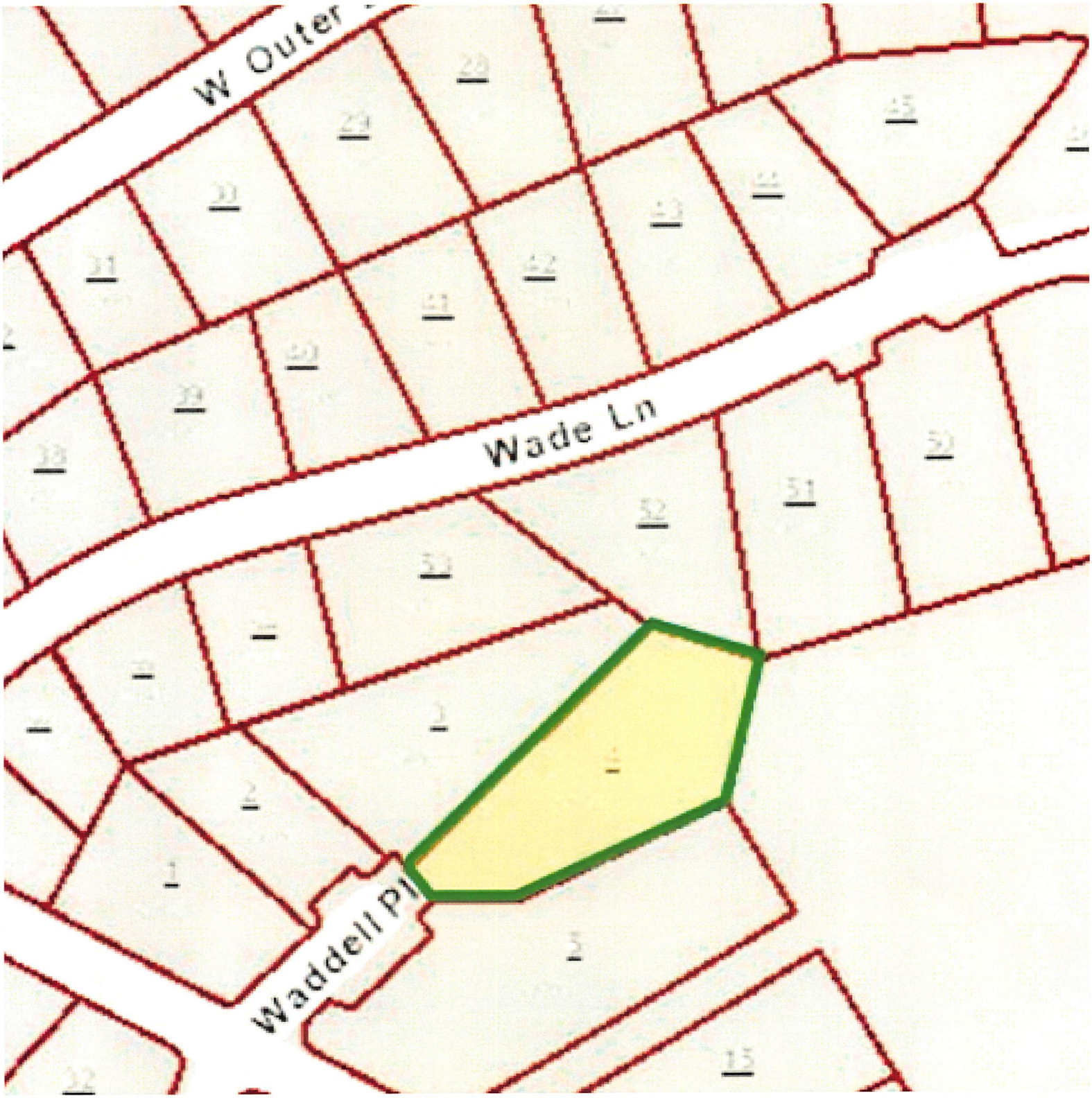
View GIS Map for this Parcel

New Search | Glossary of Terms | How to Search | Fact Sheet

Real Estate Assessment Data Home Page | Division of Property Assessments Home Page | Comptroller of the Treasury Home Page | State of Tennessee Home Page

MAPS

Attached is a map of the Property. One (1) page attachment.


W Outer
Wade Ln
Waddell Pl

HAZARDOUS MATERIALS SURVEY REPORT

Attached is a thirty-six (36) page Hazardous Materials Assessment report from ECS Central, PLLC.

July 9, 2014

Mr. Matt Widner
Community Development
City of Oak Ridge
P.O. Box 1
Oak Ridge, Tennessee 37831-0001

Reference: Report of Hazardous Materials Assessment
Residence
109-111 Waddell Place
Oak Ridge, Tennessee
ECS Project 26-2511

Dear Mr. Widner:

ECS Central, PLLC (ECS) has completed the environmental services at the above referenced property. ECS evaluated the following potential environmental conditions:

- Asbestos
- Lead-Based Paint
- PCBs
- CFCs
- Other Hazardous Materials

ECS appreciates the opportunity to provide environmental services for this project. If you have any questions or need additional information, please contact us at (615) 885-4983.

Respectfully,

ECS Central, PLLC

Patrick L. Rasmussen, CMI
Environmental Department Manager
TN Asbestos Inspector # A-I-50743-29193
TN LBP Inspector/Risk Assessor # TNLBO214-2805-4626R

Elizabeth P. Ross, REM
Principal Scientist

TABLE OF CONTENTS

EXECUTIVE SUMMARY 1

1.0 - ASBESTOS SURVEY 3

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3.0 – POLYCHLORINATED BIPHENYLS (PCBS) SURVEY 7

4.0 – CHLOROFLUOROCARBONS (CFCS) SURVEY 7

5.0 – INVENTORY OF OTHER HAZARDOUS MATERIALS 8

6.0 - QUALIFICATIONS 8

ATTACHMENTS

Appendix A – Figures

Appendix B – Photographs

Appendix C – ACM Table

Appendix D – ACM Analytical Results and Chain of Custody

Appendix E – Inspector Certifications

EXECUTIVE SUMMARY

The subject site is a duplex residential structure located at 109-111 Waddell Place in Oak Ridge, Tennessee. The residential structure was constructed in 1943. The structure is a two story duplex with approximately 2,042 square feet (sf) of living space. The main floor consists of the living rooms, kitchens, and dining areas. The second floor contains the bedrooms and bathroom areas. The structure sits on a crawl space foundation. The layout of the structure is presented in the Figures (Appendix A) and photographs taken during the inspection are included in Appendix B. ECS understands that the building is scheduled for demolition or burning by the local fire department. ECS evaluated the following potential environmental conditions:

- Asbestos
- Lead-Based Paint
- PCBs
- CFCs
- Other Hazardous Materials

The exterior of the building consists of wood framing with wood and asphalt shingle siding. The main interior finishes consist of carpeting, wood floors, tiled floors, vinyl sheet flooring, sheetrock walls and/or wood paneling, and textured and spray applied popcorn drywall ceilings.

Asbestos was detected in various components located throughout the building and a potential for lead based paint exists. A list of the asbestos containing materials and their locations is included in Section 1.0 of this report. Lead based paint is discussed in Section 2.0 of this report. If the asbestos materials are to be disturbed by demolition activities, the asbestos must be removed in accordance with EPA, State of Tennessee, and OSHA asbestos regulations. Refer to Section 1.0 for asbestos abatement requirements and recommendations.

Light ballasts with and without "Non-PCB containing" labels were observed in various areas of the building. All light ballasts without "Non-PCB containing" labels are considered PCB - containing and treated as such during removal/disposal. Transformers that potentially contain PCBs were also observed inside of the structure. These transformers did not contain accessible labels indicating the presence/absence of oils or PCBs. As such, it is presumed that the transformers in the structure contain PCBs. No staining or evidence of leakage was observed on or in the vicinity of these transformers. ECS recommends that the transformers be disposed as PCB containing items or tested for the presence of PCBs so that they can be properly disposed.

ECS observed the readily accessible air conditioning equipment and stored refrigerants for potential chlorofluorocarbon (CFC) content. The use of Genetron-22 and Freon-22, a hydrochlorofluorocarbon (HCFC), was not identified at the site. The production and use of HCFC is damaging to the atmosphere and production and importing HCFCs is in the process of being phased out. ECS has provided the U.S. Environmental Protection Agency, HCFC Phaseout Schedule and recommendations in Section 4.0 of this report. ECS did not identify the presence of mercury containing thermostats or light bulbs at the site.

ECS evaluated the site for the presence of other hazardous materials. Six one-gallon latex paint cans, two five-gallon latex paint buckets, one-gallon container of all purpose cleaner/degreaser, one small container of Red Devil lye, one-gallon containers of used oil, and various containers of household chemicals were store inside their original container inside the structure. These

chemical containers were not stored properly; however ECS did not observe evidence of misuse, or evidence of a release of these materials.

Please note that this document is not a specification for abatement/removal. It does not contain means and methods for abatement. If you are planning an abatement project, please contact ECS to discuss the requirements. Use of this document without the express written consent of ECS is at the sole risk of the user and or/abatement contractor.

1.0 - Asbestos Survey

1.1 Asbestos Survey Procedures

The asbestos survey was performed by Mr. Patrick L. Rasmussen (TN Asbestos Inspector # A-I-50743-29193) on June 27, 2014. Copies of the inspector's certifications are attached in Appendix E. The survey consisted of observing the accessible areas of the structure for the presence of suspect materials which may contain asbestos. The survey involved detecting both friable materials (materials which can be pulverized or reduced to a powder by hand pressure when dry) and non-friable materials (materials which pose a hazard when sawn, sanded, drilled or pulverized). Homogeneous materials (based on material type, color, texture, etc.) were identified in various functional spaces (living rooms, kitchen areas, bedrooms, bathrooms, etc.) during the survey. The survey was performed throughout the entire basement, main level, and the second floor areas of the structure. Based on the areas evaluated, materials in the structure appear to be consistent throughout. However, if flooring or other materials that were not sampled during the survey are identified during demolition activities, additional sampling will be required prior to disturbance of those materials.

In order to determine if the suspect materials observed during the visual survey contained asbestos, representative bulk samples were collected and placed in sealed packages. Sampling was performed to National Emission Standard for Hazardous Air Pollutants (NESHAP) protocols. A minimum of three samples of each friable suspect asbestos material and two samples of each non-friable suspect asbestos material were collected for laboratory analysis. Sixty-three bulk samples were collected during the survey and submitted to Scientific Analytical Institute, LLC (SAI) in Greensboro, North Carolina for analysis using the EPA recommended method of Polarized Light Microscopy (PLM) coupled with dispersion staining (Method No. EPA 600/M4-020-82, Dec. 1982). SAI participates in the National Voluntary Laboratory Accreditation Program (NVLAP). Their NVLAP accreditation number is 200664-0. Several of the samples were layered and analyzed as multiple samples.

The EPA defines an asbestos-containing material as a material containing one percent or more asbestos. EPA regulations require that multiple samples of each homogeneous area be collected for laboratory analysis. If the first sample in each set of homogeneous materials is determined to be asbestos-containing (1% or more asbestos), then the remaining samples in that set are presumed to be asbestos-containing and they are not analyzed by the laboratory. Sixty-four samples were analyzed by the laboratory. The material type, sample location and analytical results of each bulk sample are summarized in the ACM Tables (Appendix C) and Bulk Asbestos Analysis Sheets (Appendix D).

The following table summarizes ACM identified in each area. The table also references sampling log Table of Appendix C for additional details regarding ACM identified in each of the areas.

Area Summary Table Residence 109-111 Waddell Place	
Area	**Summary**
Crawl Space	No ACM was identified See Table in Appendix C for additional details.
Living Room/Foyer	The following materials were identified as ACM: • Textured ceiling in Foyer, Living Room, and Kitchen Unit 109 (Approx. 1,000 SF)
Kitchen/Dining Room	The following materials were identified as ACM: • Textured ceiling in Foyer, Living Room, and Kitchen Unit 109 (Approx. 1,000 SF)
Bedrooms (Upstairs)	No ACM was identified
Bathrooms	The following materials were identified as ACM: • Brown/gray Vinyl Sheet Flooring bathroom 109 (Approx. 25 SF) • Interior wall duct wrap in upstairs bathroom closet 109 (Approx. 15 SF)
Exterior	The following materials were identified as ACM: • Window Caulking (Approx. 50 to 400 LF)
Roof	Asphalt roof shingles were sampled, but did not contain asbestos

The asbestos-containing materials were in poor to good condition at the time of our study. If the above referenced asbestos materials are to be disturbed by demolition activities, the asbestos must be removed in accordance with EPA, State of Tennessee, and OSHA asbestos regulations. The State of Tennessee (NESHAP) has specific regulations that must be adhered to during asbestos removal/abatement projects.

ECS recommends that all ACM that may be disturbed by planned demolition activities or structure burning be properly removed by a certified asbestos removal contractor prior to beginning these activities. ACM removal should be performed under negative air containment, where applicable.

ECS also recommends the following:

- Conducting a pre-bid meeting with an asbestos contractor or multiple asbestos contractors (depending on the clients needs) to communicate the approximate location, extent, scope of work, removal requirements and clearance requirements for the abatement project.

- A 10-business day notification should be prepared by the abatement contractor and submitted to the Tennessee Department of Environment and Conservation (TDEC) prior to removing the identified ACM materials.

- Following removal of ACM by a certified abatement contractor, final visual inspections and (in most cases) air clearance testing using Phase Contrast Microscopy (PCM) should be performed to clear an asbestos abatement/work area.

You should be aware that stringent requirements are imposed upon anyone renovating or demolishing a structure in which ACM will be disturbed. This work must be performed in accordance with OSHA asbestos regulations, 29 CFR 1910 & 1926, and NESHAP asbestos regulations 40 CFR 61. TDEC regulations require the accreditation of personnel who work in the asbestos field and notification and permitting fees for asbestos removal projects. There is a 10 business day notification period required prior to abatement of more than 160 square feet or 260 linear feet of regulated asbestos in a facility. Failure to take proper precautions and actions to protect human health and the environment can result in penalties, danger to personnel, and construction delays.

2.0 - Limited Lead-Based Paint Visual Screening

2.1 Lead-Based Paint Visual Screening Procedures

Limited lead-based paint (LBP) visual screening was conducted inside living area of the residence and exterior building components for the structure.

Mr. Patrick L. Rasmussen of ECS conducted the visual LBP inspection on June 27, 2014. The inspection was a visual inspection only. No sampling was conducted as part of this assessment.

Components with a potential to contain LBP are sheetrock/drywall walls, doors, door casings, door jambs, masonry walls, baseboards, stair risers, stair baseboards, stair stringers, stairwell banisters, wood handrails, metal handrails, floor tiles, ceiling tiles, sheetrock ceilings, painted ductwork, painted electrical boxes, metal piping, painted I-beams, wood panel walls, wood walls, wall railing, metal electrical equipment, wood cabinets, window sills, window casings, mini-blinds, shower waterproofing liners, porcelain toilets, porcelain bathtubs, exterior masonry walls, exterior concrete walls, exterior metal handrails, exterior doors, exterior door casings, metal downspouts, metal overhang siding, metal overhang ceiling, masonry stairs, exterior stair risers, exterior stair stringers, exterior window casings and exterior window casings. Please note that this visual lead paint inspection was not conducted to US Housing and Urban Development standards and a lead-paint testing of the residence was not performed.

2.2 Lead-Based Paint Limitations

Destructive means were not used to identify materials located behind walls, under roofing, etc. If additional painted building materials are discovered during demolition activities, they should be assumed to contain LBP. This LBP assessment was a visual assessment only and testing was not performed to US HUD Standards and a visual lead-paint inspection of the entire building was not performed. Lead testing is not typically required in Tennessee prior to structural demolition; however it should be noted that a potential for LBP exist and construction and/or demolition workers should be made aware following OSHA regulations.

2.3 Lead-Based Paint Conclusions/Recommendations

Lead testing was not performed to US HUD Standards and a visual lead-paint inspection of the entire building was not performed. Please note that this document is not a specification for lead-paint abatement. It does not contain means and methods for lead-paint abatement. If you are planning to conduct lead-paint abatement activities, please contact ECS to discuss the requirements.

Use of this document without the express written consent of ECS is at the sole risk of the user and/or contractor. A contractor should follow OSHA guidelines for lead in construction and use safe work practices.

The following traditional methods of paint removal are unsafe if applied to paint that contains lead:

- Open-flame burning and torching;
- Machine sanding or grinding without a HEPA vacuum exhaust tool;
- Uncontained hydro-blasting or High Pressure washing;
- Abrasive blasting or sand blasting without a HEPA vacuum tool; and,
- Utilizing heat guns operation above 1,100°F.

Our recommendations are based on the guidelines presented in the EPA, State of Tennessee or OSHA lead-based paint regulations.

3.0 – Polychlorinated Biphenyls (PCBs) Survey

3.1 Site Specific Observations

ECS observed the readily accessible light ballasts for potential PCB content. Electrical equipment was observed in the basement, inside the mechanical closet, or on the exterior of the residential structure. Mercury containing thermostats and mercury vapor light bulbs were not identified during our inspection.

The transformers or other electrical equipment located inside of the structure were not previously owned by the City of Oak Ridge. These transformers did not contain accessible labels indicating the presence/absence of oils or PCBs. As such, it is presumed that the transformers in the structure contain PCBs. Transformers in the structure appear to be out-of-use and currently power is not active to the structure. No staining or evidence of leakage was observed on or in the vicinity of these transformers or other electrical equipment. ECS recommends that the transformers be disposed as PCB containing items or tested for the presence of PCBs so that they can be properly disposed.

ECS evaluated several light ballasts throughout the building. Some of the light ballast had labels indicating that they are "Non-PCB containing." However, several light ballasts observed throughout the structure did not have any labeling stating that they were "Non-PCB containing." All light ballasts without "Non-PCB containing" labels are to be considered PCB containing and treated as such during removal/disposal.

4.0 – Chlorofluorocarbons (CFCs) Survey

4.1 Site Specific Observations

ECS did not observe air conditioning equipment and stored refrigerants for potential CFC content in the residential structure. ECS assumes that window air conditioning units were utilized or the systems were removed prior to our assessment. The production and use of HCFC is damaging to the atmosphere and production and importing HCFCs is in the process of being phased out.

The U.S. Environmental Protection Agency, HCFC Phaseout Schedule is included in the table below.

HCFC Phase Out in the United States	
Year to be Implemented	**Implementation of HCFC Phaseout through Clean Air Act Regulations**
2003	No production and no importing of HCFC-141b
2010	No production and no importing of HCFC-142b and HCFC-22, except for use in equipment manufactured before 1/1/2010 (so no production or importing for NEW equipment that uses these compounds)
2015	No production and no importing of any HCFCs, except for use as refrigerants in equipment manufactured before 1/1/2020
2020	No production and no importing of HCFC-142b and HCFC-22
2030	No production and no importing of any HCFCs

ECS understands that each of the air handling units in the structure have been removed or will be removed prior to demolition. All refrigerants should be captured and recycled during removal of the units.

5.0 – Inventory of other hazardous materials

5.1 Site Specific Observations

ECS evaluated the site for the presence of other hazardous materials. Six one-gallon latex paint cans, two five-gallon latex paint buckets, one-gallon container of all purpose cleaner/degreaser, one small container of Red Devil lye, one-gallon containers of used oil, and various containers of household chemicals were store inside their original container inside the structure. These chemical containers were not stored properly; however ECS did not observe evidence of misuse, or evidence of a release of these materials.

6.0 - Qualifications

This report summarizes our evaluation of the conditions observed at the site. The findings prepared by ECS are based upon testing performed in select areas of the residence.

The conclusions presented in this ACM Survey report are based on the laboratory results, the areas sampled, and the materials identified. ECS makes no warranty of the analytical laboratory report and some concealed materials not sampled could contain asbestos. Asbestos could vary between sample locations. Our assessment of the ACM or lack thereof of the building surveyed is a professional opinion arrived at through the methods and procedures accepted by and standard to the industry.

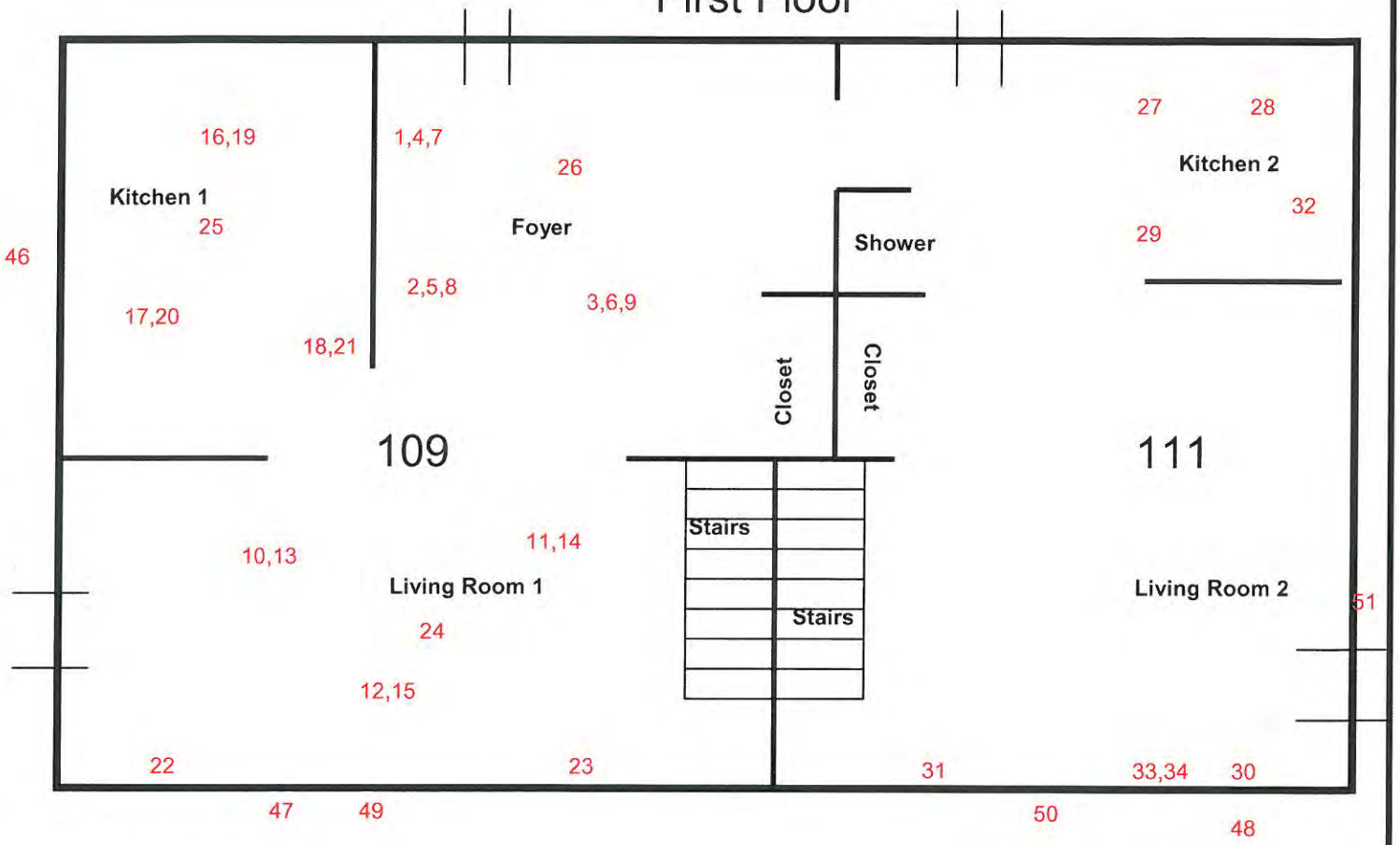
This report and the associated attachments summarize our evaluation of the conditions observed at the project site. The findings presented by ECS are based upon testing performed in the site building. There is a chance that undetected ACM may exist in the building between walls or in other areas that would only be exposed during demolition activities. Should material be discovered that could potentially contain asbestos during the demolition process, additional samples of the material should be collected by a licensed asbestos inspector and submitted to an accredited laboratory for analytical interpretation. Our recommendations are based on the guidelines presented in US EPA, TDEC, and/or OSHA regulations. Quantities should be verified by licensed abatement contractors prior to providing fee estimates.

A comprehensive asbestos survey and inventory for hazardous materials was conducted; however lead-based paint testing was not performed. Additional ACM, lead-based paint and/or PCBs may exist (undetected) in other areas that were not identified due to their inaccessibility, hazardous conditions, or due to the limited nature of testing.

APPENDIX A
FIGURES

Legend
= Sample Location

109 and 111
First Floor



SOURCE:

ASBESTOS NOTES AND DETAILS BY ECS

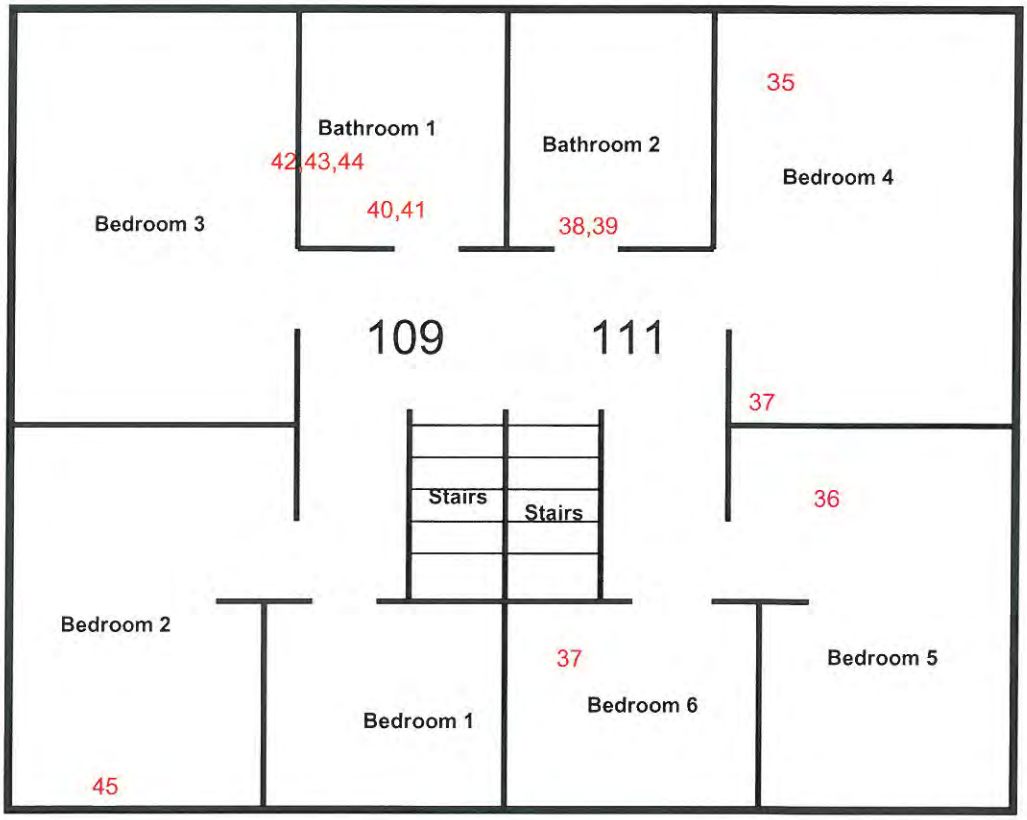
NOT TO SCALE

FIGURE 1
ASBESTOS SAMPLE LOCATION

109-111 WADDELL PLACE
OAKRIDGE, TENNESSEE
ECS PROJECT NO. 26-2511

Legend
= Sample Location

109 and 111
Second Floor



SOURCE:

ASBESTOS NOTES AND DETAILS BY ECS

NOT TO SCALE

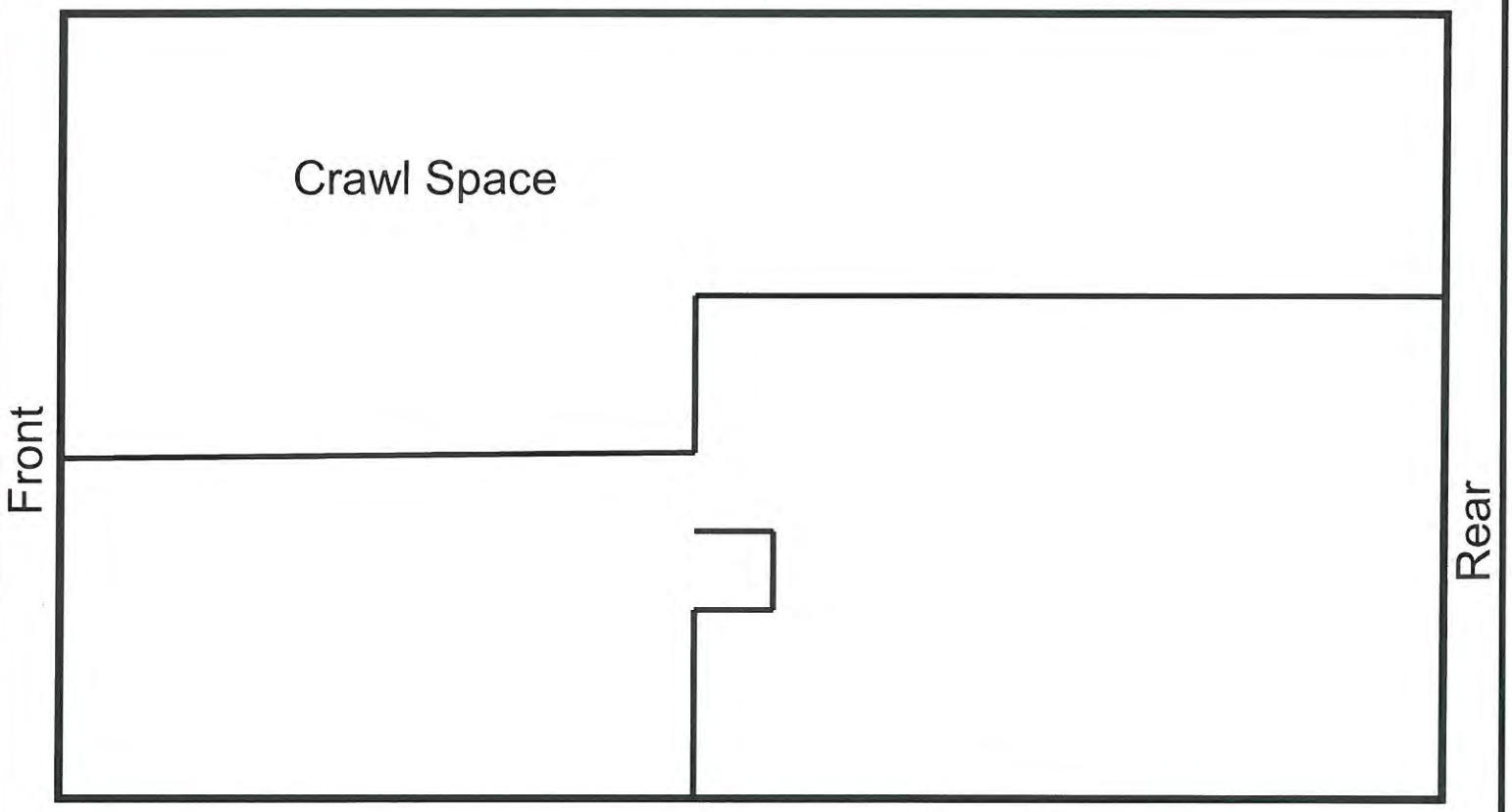
FIGURE 2
ASBESTOS SAMPLE LOCATION

109-111 WADDELL PLACE
OAKRIDGE, TENNESSEE
ECS PROJECT NO. 26-2511

Legend

= Sample Location

109 and 111
Basement



SOURCE:

ASBESTOS NOTES AND DETAILS BY ECS

NOT TO SCALE

FIGURE 3
ASBESTOS SAMPLE LOCATION

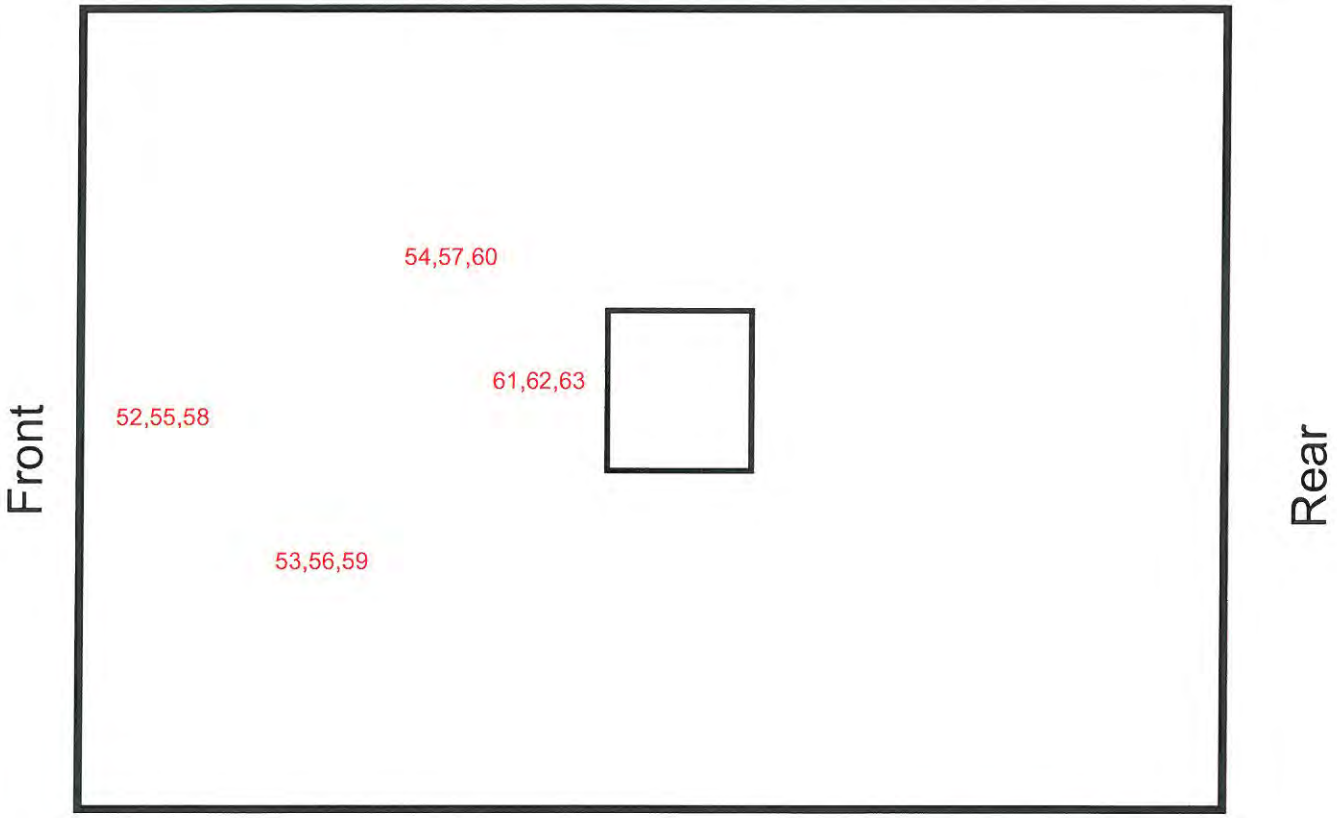
109-111 WADDELL PLACE
OAKRIDGE, TENNESSEE
ECS PROJECT NO. 26-2511

Legend

= Sample Location

109 and 111

Roof



SOURCE:

ASBESTOS NOTES AND DETAILS BY ECS

NOT TO SCALE

FIGURE 4
ASBESTOS SAMPLE LOCATION

109-111 WADDELL PLACE
OAKRIDGE, TENNESSEE
ECS PROJECT NO. 26-2511

APPENDIX B
PHOTOGRAPHS

Photograph 1: View of the site

Photograph 2: Rear view of the structure

PHOTOGRAPH LOG

Residence
104-106 Waddell Place
Oak Ridge, TN

ECS PROJECT NO. 26-2511

Photograph 3: View of the textured ceiling in the Living Room, Foyer, and Kitchen Unit 109

Photograph 4: View of the vinyl sheet flooring in upstairs bathroom Unit 109

PHOTOGRAPH LOG

Residence
104-106 Waddell Place
Oak Ridge, TN

ECS PROJECT NO. 26-2511

Photograph 5: View of the duct wrap inside the upstairs bathroom closet Unit 109

Photograph 6: View of latex paint cans in hall closet upstairs

PHOTOGRAPH LOG

Residence
104-106 Waddell Place
Oak Ridge, TN

ECS PROJECT NO. 26-2511

Photograph 7: View all purpose cleaner in upstairs bathroom

Photograph 8: View of paint and lye chemicals in hall closet upstairs

PHOTOGRAPH LOG

Residence
104-106 Waddell Place
Oak Ridge, TN

ECS PROJECT NO. 26-2511

APPENDIX C
ACM TABLES

APPENDIX II
ASBESTOS SURVEY SAMPLE SUMMARY TABLE

Table 2 - Asbestos Sample Data: : Building 109-111, Tennessee

Sample #	Location	Sample Description	Results	Friable/Non-Friable	Condition	Est Quantity
1	Vinyl Sheet Floor 1 Foyer Top Layer	brown, synthetic hardwood, house 109	Non Detected	N/A	fair	50 sf
2	Vinyl Sheet Floor 2 Foyer Top Layer	brown, synthetic hardwood, house 109	Non Detected	N/A	fair	
3	Vinyl Sheet Floor 3 Foyer Top Layer	brown, synthetic hardwood, house 109	Non Detected	N/A	fair	50 sf
4	Vinyl Sheet Floor 4 Foyer Middle Layer	brown, synthetic hardwood, house 109	Non Detected	N/A	fair	
5	Vinyl Sheet Floor 5 Foyer Middle Layer	brown, synthetic hardwood, house 109	Non Detected	N/A	fair	
6	Vinyl Sheet Floor 6 Foyer Middle Layer	brown, synthetic hardwood, house 109	Non Detected	N/A	fair	
7	Vinyl Sheet Floor 7 Foyer Bottom Layer	white, house 109	Non Detected	N/A	poor	50 sf
8	Vinyl Sheet Floor 8 Foyer Bottom Layer	white, house 109	Non Detected	N/A	poor	
9	Vinyl Sheet Floor 9 Foyer Bottom Layer	white, house 109	Non Detected	N/A	poor	
10	Vinyl Sheet Floor 10 Living Room	brown/tan, house 109	Non Detected	N/A	fair	300 sf
11	Vinyl Sheet Floor 11 Living Room	brown/tan, house 109	Non Detected	N/A	fair	
12	Vinyl Sheet Floor 12 Living Room	brown/tan, house 109	Non Detected	N/A	fair	
13	Vinyl Sheet Floor 13 Top Layer	brown, house 109	Non Detected	N/A	good	300 sf
14	Vinyl Sheet Floor 14 Top Layer	brown, house 109	Non Detected	N/A	good	
15	Vinyl Sheet Floor 15 Top Layer	brown, house 109	Non Detected	N/A	good	
16	Vinyl Sheet Floor 16 Bottom Layer	white, house 109	Non Detected	N/A	good	300 sf
17	Vinyl Sheet Floor 17 Bottom Layer	white, house 109	Non Detected	N/A	good	
18	Vinyl Sheet Floor 18 Bottom Layer	white, house 109	Non Detected	N/A	good	
19	Vinyl Sheet Floor 19 Kitchen	black and white checkered, house 109	Non Detected	N/A	good	100 sf
20	Vinyl Sheet Floor 20 Kitchen	black and white checkered, house 109	Non Detected	N/A	good	
21	Vinyl Sheet Floor 21 Kitvhen	black and white checkered, house 109	Non Detected	N/A	good	
22	Dry Wall 1 Living Room	white, house 109	Non Detected	N/A	good	1000 sf
23	Dry Wall 2 Living Room	white, house 110	Non Detected	N/A	good	
24	Texture Ceiling 1 Living Room	white, rough, house 109	Non Detected	N/A	good	300 sf
25	Texture Ceiling 2 Kitchen	white, rough, house 109	Non Detected	N/A	good	100 sf
26	Texture Ceiling 3 Foyer	white, rough, house 109	3% Chrysotile	Friable	good	50 sf
27	Ceiling Tile 1 Kitchen	white, printed ceiling tile, house 111	Non Detected	N/A	poor	100 sf
28	Ceiling Tile 2 Kitchen	white, printed ceiling tile, house 111	Non Detected	N/A	poor	
29	Ceiling Tile 3 Kitchen	white, printed ceiling tile, house 111	Non Detected	N/A	poor	
30	Drywall 1 Living Room	white, house 111	Non Detected	N/A	good	1000 sf
31	Drywall 2 Living Room	white, house 111	Non Detected	N/A	good	

Sample #	Location	Sample Description	Results	Friable/Non-Friable	Condition	Est Quantity
32	Drywall 3 Kitchen	white, house 111	Non Detected	N/A	good	50 sf
33	Interior Window Caulking 1 Living Room	white, cracked, house 111	Non Detected	N/A	poor	10 lf
34	Interior Window Caulking 2 Living Room	white, cracked, house 111	Non Detected	N/A	poor	
35	Spray Applied Ceiling 1 Upstairs	white, popcorn ceiling, house 111	Non Detected	N/A	good	1000 sf
36	Spray Applied Ceiling 2 Upstairs	white, popcorn ceiling, house 111	Non Detected	N/A	good	
37	Spray Applied Ceiling 3 Upstairs	white, popcorn ceiling, house 111	Non Detected	N/A	good	
38	Vinyl Sheet Floor 1 Upstairs Bathroom	light blue, house 111	Non Detected	N/A	poor	25 sf
39	Vinyl Sheet Floor 2 Upstairs Bathroom	light blue, house 111	Non Detected	N/A	poor	
40A	Vinyl Sheet Floor 3 Upstairs Bathroom	brown/gray, house 109	Non Detected	N/A	fair	25sf
40B	Vinyl Sheet Floor 3 Mastic Upstairs Bathroom	brown/gray, house 109	2% Chrysotile	Friable	fair	
41	Vinyl Sheet Floor 4 Upstairs Bathroom	brown/gray, house 109	Non Detected	N/A	fair	
42	Duct Wrap upstairs Bathroom 1	beige, interior wall, house 109	50% Chrysotile	Friable	fair	15 sf
43	Duct Wrap upstairs Bathroom 2	beige, interior wall, house 109	50% Chrysotile	Friable	fair	
44	Duct Wrap upstairs Bathroom 3	beige, interior wall, house 109	50% Chrysotile	Friable	fair	
45	Interior Window Caulking Upstairs	white, house 109	Non Detected	N/A	poor	30 lf
46	Exterior Siding 1	black with green and gray gravel speckles	Non Detected	N/A	fair	4000 sf
47	Exterior Siding 2	black with green and gray gravel speckles	Non Detected	N/A	fair	
48	Exterior Siding 3	black with green and gray gravel speckles	Non Detected	N/A	fair	
49	Exterior Caulking 1	beige	3% Chrysotile	Friable	poor	50 lf
50	Exterior Caulking 2	beige	3% Chrysotile	Friable	poor	
51	Exterior Caulking 3	beige	3% Chrysotile	Friable	poor	
52	Roof Tile Top Layer 1	black with white speckles	Non Detected	N/A	good	1000 sf
53	Roof Tile Top Layer 2	black with white speckles	Non Detected	N/A	good	
54	Roof Tile Top Layer 3	black with white speckles	Non Detected	N/A	good	
55	Roof Tile Middle Layer 1	black with white speckles	Non Detected	N/A	good	1000 sf
56	Roof Tile Middle Layer 2	black with white speckles	Non Detected	N/A	good	
57	Roof Tile Middle Layer 3	black with white speckles	Non Detected	N/A	fair	
58	Roof Tile Bottom Layer 1	black	Non Detected	N/A	fair	1000 sf
59	Roof Tile Bottom Layer 2	black	Non Detected	N/A	fair	
60	Roof Tile Bottom Layer 3	black	Non Detected	N/A	fair	
61	Roof Flashing 1	black	Non Detected	N/A	good	20 sf
62	Roof Flashing 2	black	Non Detected	N/A	good	
63	Roof Flashing 3	black	Non Detected	N/A	good	

APPENDIX D
ANALYTICAL RESULTS AND CHAIN OF CUSTODY

Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020

AIHA LAP, LLC ACCREDITED LABORATORY LAB #173190

NVLAP Lab Code: 200664-0

Customer: ECS Central, PLLC
318 Seaboard Lane
Suite 208
Franklin TN 37067

Attn: Patrick Rasmussen

Project: City of Oakridge (109-111 Waddell),
Oakridge, TN

Lab Order ID: 1412411
Analysis ID: 1412411_PLM
Date Received: 7/1/2014
Date Reported: 7/7/2014
Date Amended: *7/7/2014*

Sample ID / *Lab Sample ID*	Description / *Lab Notes*	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes / Treatment
1	brown, sythetic hardwood, house 109	None Detected		100% Other	Brown Non Fibrous Homogeneous
1412411PLM_1					Dissolved
2	brown, sythetic hardwood, house 109	None Detected		100% Other	Brown Non Fibrous Heterogeneous
1412411PLM_2					Dissolved
3	brown, sythetic hardwood, house 109	None Detected		100% Other	Brown Non Fibrous Heterogeneous
1412411PLM_3					Dissolved
4	brown, sythetic hardwood, house 109	None Detected		100% Other	Brown Non Fibrous Heterogeneous
1412411PLM_4					Dissolved
5	brown, sythetic hardwood, house 109	None Detected		100% Other	Brown Non Fibrous Heterogeneous
1412411PLM_5					Dissolved
6	brown, sythetic hardwood, house 109	None Detected		100% Other	Brown Non Fibrous Heterogeneous
1412411PLM_6					Dissolved
7	white, house 109	None Detected		100% Other	White Non Fibrous Heterogeneous
1412411PLM_7					Ashed
8	white, house 109	None Detected		100% Other	White Non Fibrous Heterogeneous
1412411PLM_8					Dissolved

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Charmel Dozier (64)

Analyst

Approved Signatory

Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020

AIHA LAP, LLC ACCREDITED LABORATORY LAB #173190

NVLAP

NVLAP Lab Code: 200664-0

Customer: ECS Central, PLLC
318 Seaboard Lane
Suite 208
Franklin TN 37067

Attn: Patrick Rasmussen

Project: City of Oakridge (109-111 Waddell),
Oakridge, TN

Lab Order ID: 1412411
Analysis ID: 1412411_PLM
Date Received: 7/1/2014
Date Reported: 7/7/2014
Date Amended: *7/7/2014*

Sample ID / *Lab Sample ID*	Description / *Lab Notes*	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes / Treatment
9	white, house 109	None Detected		100% Other	White Non Fibrous Heterogeneous
1412411PLM_9					Dissolved
10	brown/tan, house 109	None Detected		100% Other	Brown, Tan Non Fibrous Heterogeneous
1412411PLM_10					Dissolved
11	brown/tan, house 109	None Detected		100% Other	Brown, Tan Non Fibrous Heterogeneous
1412411PLM_11					Dissolved
12	brown/tan, house 109	None Detected		100% Other	Brown, Tan Non Fibrous Heterogeneous
1412411PLM_12					Dissolved
13	brown, house 109	None Detected		100% Other	Brown Non Fibrous Heterogeneous
1412411PLM_13					Dissolved
14	brown, house 109	None Detected		100% Other	Brown Non Fibrous Heterogeneous
1412411PLM_14					Dissolved
15	brown, house 109	None Detected		100% Other	Brown Non Fibrous Heterogeneous
1412411PLM_15					Dissolved
16	white, house 109	None Detected		100% Other	White Non Fibrous Heterogeneous
1412411PLM_16					Dissolved

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Charmel Dozier (64)

Analyst

Approved Signatory

Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020

AIHA LAP, LLC ACCREDITED LABORATORY LAB #173190

NVLAP

NVLAP Lab Code: 200664-0

Customer: ECS Central, PLLC
318 Seaboard Lane
Suite 208
Franklin TN 37067

Attn: Patrick Rasmussen

Project: City of Oakridge (109-111 Waddell), Oakridge, TN

Lab Order ID: 1412411
Analysis ID: 1412411_PLM
Date Received: 7/1/2014
Date Reported: 7/7/2014
Date Amended: *7/7/2014*

Sample ID / *Lab Sample ID*	Description / *Lab Notes*	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes / Treatment
17	white, house 109	None Detected		100% Other	White Non Fibrous Heterogeneous
1412411PLM_17					Ashed
18	white, house 109	None Detected		100% Other	White Non Fibrous Heterogeneous
1412411PLM_18					Ashed
19	black and white checkered, house 109	None Detected		100% Other	White Non Fibrous Heterogeneous
1412411PLM_19					Ashed
20	black and white checkered, house 109	None Detected		100% Other	Black Non Fibrous Heterogeneous
1412411PLM_20					Ashed
21	black and white checkered, house 109	None Detected		100% Other	White Non Fibrous Heterogeneous
1412411PLM_21					Dissolved
22	white, house 109	None Detected	15% Cellulose	85% Other	White, Tan Fibrous Heterogeneous
1412411PLM_22	*drywall: none detect; joint compnd: none detect*				Crushed
23	white, house 110	None Detected	15% Cellulose	85% Other	White, Tan Fibrous Heterogeneous
1412411PLM_23	*drywall: none detect; joint compnd: none detect*				Crushed
24	white, rough, house 109	None Detected		100% Other	White Non Fibrous Heterogeneous
1412411PLM_24					Crushed

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Charmel Dozier (64)

Analyst

Approved Signatory

Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020

AIHA LAP, LLC ACCREDITED LABORATORY LAB #173190

NVLAP Lab Code: 200664-0

Customer: ECS Central, PLLC
318 Seaboard Lane
Suite 208
Franklin TN 37067

Attn: Patrick Rasmussen

Project: City of Oakridge (109-111 Waddell), Oakridge, TN

Lab Order ID: 1412411
Analysis ID: 1412411_PLM
Date Received: 7/1/2014
Date Reported: 7/7/2014
Date Amended: *7/7/2014*

Sample ID / *Lab Sample ID*	Description / *Lab Notes*	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes / Treatment
25 / *1412411PLM_25*	white, rough, house 109	**None Detected**		**100% Other**	White Non Fibrous Heterogeneous / Crushed
26 / *1412411PLM_26*	white, rough, house 109	**3% Chrysotile**		**97% Other**	White Non Fibrous Heterogeneous / Crushed
27 / *1412411PLM_27*	white, printed ceiling tile, house 111	**None Detected**	**50% Cellulose** **30% Mineral Wool**	**10% Perlite** **10% Other**	Tan, White Fibrous Heterogeneous / Teased
28 / *1412411PLM_28*	white, printed ceiling tile, house 111	**None Detected**	**50% Cellulose** **30% Mineral Wool**	**10% Perlite** **10% Other**	Tan, White Fibrous Heterogeneous / Teased
29 / *1412411PLM_29*	white, printed ceiling tile, house 111	**None Detected**	**50% Cellulose** **30% Mineral Wool**	**10% Perlite** **10% Other**	Tan, White Fibrous Heterogeneous / Teased
30 / *1412411PLM_30*	white, house 111 / *drywall: none detect; joint compnd: none detect*	**None Detected**	**15% Cellulose**	**85% Other**	White, Tan Fibrous Heterogeneous / Crushed
31 / *1412411PLM_31*	white, house 111 / *drywall: none detect; joint compnd: none detect*	**None Detected**	**15% Cellulose**	**85% Other**	White, Tan Fibrous Heterogeneous / Crushed
32 / *1412411PLM_32*	white, house 111 / *drywall: none detect; joint compnd: none detect*	**None Detected**	**15% Cellulose**	**85% Other**	White, Tan Fibrous Heterogeneous / Crushed

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Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020

AIHA LAP, LLC ACCREDITED LABORATORY LAB #173190

NVLAP

NVLAP Lab Code: 200664-0

Customer: ECS Central, PLLC
318 Seaboard Lane
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Attn: Patrick Rasmussen

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Lab Order ID: 1412411
Analysis ID: 1412411_PLM
Date Received: 7/1/2014
Date Reported: 7/7/2014
Date Amended: *7/7/2014*

Sample ID / *Lab Sample ID*	Description / *Lab Notes*	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes / Treatment
33	white, cracked, house 111	None Detected		100% Other	White Non Fibrous Heterogeneous
1412411PLM_33					Ashed
34	white, cracked, house 111	None Detected		100% Other	White Non Fibrous Heterogeneous
1412411PLM_34					Ashed
35	white, popcorn ceiling, house 111	None Detected		100% Other	White Non Fibrous Heterogeneous
1412411PLM_35					Crushed
36	white, popcorn ceiling, house 111	None Detected		100% Other	White Non Fibrous Heterogeneous
1412411PLM_36					Crushed
37	white, popcorn ceiling, house 111	None Detected		100% Other	White Non Fibrous Heterogeneous
1412411PLM_37					Crushed
38	light blue, house 111	None Detected		100% Other	Blue Non Fibrous Heterogeneous
1412411PLM_38					Ashed
39	light blue, house 111	None Detected		100% Other	Blue Non Fibrous Heterogeneous
1412411PLM_39					Dissolved
40 - A	brown/gray, house 109	None Detected		100% Other	Brown, Gray Non Fibrous Heterogeneous
1412411PLM_40	*self stick tile*				Dissolved

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Charmel Dozier (64)

Analyst

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Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020

AIHA LAP, LLC ACCREDITED LABORATORY LAB #173190

NVLAP

NVLAP Lab Code: 200664-0

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318 Seaboard Lane
Suite 208
Franklin TN 37067

Attn: Patrick Rasmussen

Project: City of Oakridge (109-111 Waddell), Oakridge, TN

Lab Order ID: 1412411
Analysis ID: 1412411_PLM
Date Received: 7/1/2014
Date Reported: 7/7/2014
Date Amended: *7/7/2014*

Sample ID / *Lab Sample ID*	Description / *Lab Notes*	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes / Treatment
40 - B	brown/gray, house 109	2% Chrysotile		98% Other	Black Non Fibrous Homogeneous
1412411PLM_64	*mastic; small sample*				Dissolved
41	brown/gray, house 109	None Detected		100% Other	Brown, Gray Non Fibrous Heterogeneous
1412411PLM_41					Dissolved
42	beige, interior wall, house 109	50% Chrysotile	25% Cellulose	25% Other	Beige Fibrous Heterogeneous
1412411PLM_42					Teased
43	beige, interior wall, house 109	50% Chrysotile	25% Cellulose	25% Other	Beige Fibrous Heterogeneous
1412411PLM_43					Teased
44	beige, interior wall, house 109	50% Chrysotile	25% Cellulose	25% Other	Beige Fibrous Heterogeneous
1412411PLM_44					Teased
45	white, house 109	None Detected	5% Synthetic Fibers	95% Other	White Non Fibrous Heterogeneous
1412411PLM_45					Dissolved
46	black with green and gray gravel speckles	None Detected	35% Cellulose	65% Other	Green, Gray Fibrous Heterogeneous
1412411PLM_46					Dissolved
47	black with green and gray gravel speckles	None Detected	35% Cellulose	65% Other	Green, Gray Fibrous Heterogeneous
1412411PLM_47					Dissolved

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Charmel Dozier (64)

Analyst

Approved Signatory

Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020

AIHA LAP, LLC ACCREDITED LABORATORY LAB #173190

NVLAP

NVLAP Lab Code: 200664-0

Customer: ECS Central, PLLC
318 Seaboard Lane
Suite 208
Franklin TN 37067

Attn: Patrick Rasmussen

Project: City of Oakridge (109-111 Waddell),
Oakridge, TN

Lab Order ID: 1412411
Analysis ID: 1412411_PLM
Date Received: 7/1/2014
Date Reported: 7/7/2014
Date Amended: *7/7/2014*

Sample ID / *Lab Sample ID*	Description / *Lab Notes*	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes / Treatment
48	black with green and gray gravel speckles	None Detected	35% Cellulose	65% Other	Green, Gray Fibrous Heterogeneous
1412411PLM_48					Dissolved
49	beige	3% Chrysotile		97% Other	Beige Non Fibrous Heterogeneous
1412411PLM_49					Dissolved
50	beige	3% Chrysotile		97% Other	Beige Non Fibrous Heterogeneous
1412411PLM_50					Dissolved
51	beige	3% Chrysotile		97% Other	Beige Non Fibrous Heterogeneous
1412411PLM_51					Dissolved
52	black with white speckles	None Detected	20% Fiber Glass	80% Other	White, Black Fibrous Heterogeneous
1412411PLM_52					Dissolved
53	black with white speckles	None Detected	20% Fiber Glass	80% Other	White, Black Fibrous Heterogeneous
1412411PLM_53					Dissolved
54	black with white speckles	None Detected	20% Fiber Glass	80% Other	White, Black Fibrous Heterogeneous
1412411PLM_54					Dissolved
55	black with white speckles	None Detected	20% Fiber Glass	80% Other	White, Black Fibrous Heterogeneous
1412411PLM_55					Dissolved

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Charmel Dozier (64)

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Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020

AIHA LAP, LLC ACCREDITED LABORATORY LAB #173190

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318 Seaboard Lane
Suite 208
Franklin TN 37067

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Oakridge, TN

Lab Order ID: 1412411
Analysis ID: 1412411_PLM
Date Received: 7/1/2014
Date Reported: 7/7/2014
Date Amended: *7/7/2014*

Sample ID / *Lab Sample ID*	Description / *Lab Notes*	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes / Treatment
56	black with white speckles	None Detected	20% Fiber Glass	80% Other	White, Black Fibrous Heterogeneous
1412411PLM_56					Dissolved
57	black with white speckles	None Detected	20% Fiber Glass	80% Other	White, Black Fibrous Heterogeneous
1412411PLM_57					Dissolved
58	black	None Detected	20% Cellulose	80% Other	White, Black Fibrous Heterogeneous
1412411PLM_58					Dissolved
59	black	None Detected	20% Cellulose	80% Other	White, Black Fibrous Heterogeneous
1412411PLM_59					Dissolved
60	black	None Detected	20% Cellulose	80% Other	White, Black Fibrous Heterogeneous
1412411PLM_60					Dissolved
61	black	None Detected	15% Fiber Glass 15% Cellulose	70% Other	Black Fibrous Heterogeneous
1412411PLM_61					Dissolved
62	black	None Detected	15% Fiber Glass 15% Cellulose	70% Other	Black Fibrous Heterogeneous
1412411PLM_62					Dissolved
63	black	None Detected	15% Fiber Glass 15% Cellulose	70% Other	Black Non Fibrous Heterogeneous
1412411PLM_63					Dissolved

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Charmel Dozier (64)

Analyst

Approved Signatory

1M12411

Version 1-15-2012

Client:	ECS Central PLLC	***Instructions:***
Contact:	Patrick L. Rasmussen	*Use Column "B" for your contact info*
Address:	318 Seaboard Ln. Suite 208, Franklin, TN 37067	
Phone:	615-885-4983	*To See an Example Click the Bottom Example Tab*
Fax:	615-771-4134	
Email:	Prasmussen@ecslimited.com	***Enter samples between "<<" and ">>"***
Project:	Albea	***Begin Samples with a "<< "above the first sample and end with a ">>" below the last sample.***
	Nashville, TN	*Only Enter your data on the first sheet "Sheet1"*
Client Notes:	Project # 26-2511	
P.O. #:	26-2511	*Note: Data 1 and Data 2 are optional fields that do not show up on the official report, however they will be included in the electronic data returned to you to facilitate your reintegration of the report data*
Date Submitted:	6/30/2014 10:00	
Analysis:	Asbestos Bulk EPA 600	
TurnAroundTime:	3-5 day	

Scientific Analytical Institute
4604 Dundas Drive
Greensboro, NC 27407
Phone: 336.292.3888
Fax: 336.292.3313
Email: lab@sailab.com

Table 1 Asbestos Sample Data: : Former Holiday Inn Express Dyersberg, Tennessee

Sample #	Location	Sample Description	Results	Condition	Quantity
<<					
1	Vinyl Sheet Floor 1 Foyer Top Layer	brown, sythetic hardwood, house 109		fair	
2	Vinyl Sheet Floor 2 Foyer Top Layer	brown, sythetic hardwood, house 109		fair	
3	Vinyl Sheet Floor 3 Foyer Top Layer	brown, sythetic hardwood, house 109		fair	
4	Vinyl Sheet Floor 4 Foyer Middle Layer	brown, sythetic hardwood, house 109		fair	
5	Vinyl Sheet Floor 5 Foyer Middle Layer	brown, sythetic hardwood, house 109		fair	
6	Vinyl Sheet Floor 6 Foyer Middle Layer	brown, sythetic hardwood, house 109		fair	
7	Vinyl Sheet Floor 7 Foyer Bottom Layer	white, house 109		poor	
8	Vinyl Sheet Floor 8 Foyer Bottom Layer	white, house 109		poor	
9	Vinyl Sheet Floor 9 Foyer Bottom Layer	white, house 109		poor	
10	Vinyl Sheet Floor 10 Living Room	brown/tan, house 109		fair	
11	Vinyl Sheet Floor 11 Living Room	brown/tan, house 109		fair	
12	Vinyl Sheet Floor 12 Living Room	brown/tan, house 109		fair	
13	Vinyl Sheet Floor 13 Top Layer	brown, house 109		good	
14	Vinyl Sheet Floor 14 Top Layer	brown, house 109		good	
15	Vinyl Sheet Floor 15 Top Layer	brown, house 109		good	
16	Vinyl Sheet Floor 16 Bottom Layer	white, house 109		good	
17	Vinyl Sheet Floor 17 Bottom Layer	white, house 109		good	
18	Vinyl Sheet Floor 18 Bottom Layer	white, house 109		good	
19	Vinyl Sheet Floor 19 Kitchen	black and white checkered, house 109		good	
20	Vinyl Sheet Floor 20 Kitchen	black and white checkered, house 109		good	
21	Vinyl Sheet Floor 21 Kitchen	black and white checkered, house 109		good	
22	Dry Wall 1 Living Room	white, house 109		good	
23	Dry Wall 2 Living Room	white, house 110		good	
24	Texture Ceiling 1 Living Room	white, rough, house 109		good	
25	Texture Ceiling 2 Kitchen	white, rough, house 109		good	
26	Texture Ceiling 3 Foyer	white, rough, house 105		good	
27	Ceiling Tile 1 Kitchen	white, printed ceiling tile, house 111		poor	
28	Ceiling Tile 2 Kitchen	white, printed ceiling tile, house 111		poor	
29	Ceiling Tile 3 Kitchen	white, printed ceiling tile, house 111		poor	
30	Drywall 1 Living Room	white, house 111		good	
31	Drywall 2 Living Room	white, house 111		good	
32	Drywall 3 Kitchen	white, house 111		good	
33	Interior Window Caulking 1 Living Room	white, cracked, house 111		poor	
34	Interior Window Caulking 2 Living Room	white, cracked, house 111		poor	
35	Spray Applied Ceiling 1 Upstairs	white, popcorn ceiling, house 111		good	
36	Spray Applied Ceiling 2 Upstairs	white, popcorn ceiling, house 111		good	
37	Spray Applied Ceiling 3 Upstairs	white, popcorn ceiling, house 111		good	
38	Vinyl Sheet Floor 1 Upstairs Bathroom	light blue, house 111		poor	
39	Vinyl Sheet Floor 2 Upstairs Bathroom	light blue, house 111		poor	
40	Vinyl Sheet Floor 3 Upstairs Bathroom	brown/gray, house 109		fair	
41	Vinyl Sheet Floor 4 Upstairs Bathroom	brown/gray, house 109		fair	
42	Duct Wrap Upstairs Bathroom 1	beige, interior wall, house 109		fair	
43	Duct Wrap Upstairs Bathroom 2	beige, interior wall, house 109		fair	
44	Duct Wrap Upstairs Bathroom 3	beige, interior wall, house 109		fair	
45	Interior Window Caulking Upstairs	white, house 109		poor	
46	Exterior Siding 1	black with green and gray gravel speckles		fair	
47	Exterior Siding 2	black with green and gray gravel speckles		fair	
48	Exterior Siding 3	black with green and gray gravel speckles		fair	
49	Exterior Caulking 1	beige		poor	
50	Exterior Caulking 2	beige		poor	
51	Exterior Caulking 3	beige		poor	
52	Roof Tile Top Layer 1	black with white speckles		good	
53	Roof Tile Top Layer 2	black with white speckles		good	
54	Roof Tile Top Layer 3	black with white speckles		good	
55	Roof Tile Middle Layer 1	black with white speckles		good	
56	Roof Tile Middle Layer 2	black with white speckles		good	
57	Roof Tile Middle Layer 3	black with white speckles		fair	
58	Roof Tile Bottom Layer 1	black		fair	
59	Roof Tile Bottom Layer 2	black		fair	
60	Roof Tile Bottom Layer 3	black		fair	
61	Roof Flashing 1	black		good	
62	Roof Flashing 2	black		good	
63	Roof Flashing 3	black		good	
>>					

Accepted ☑

Rejected ☐

7-1
10:30a

APPENDIX E
INSPECTOR CERTIFICATIONS

THE STATE OF TENNESSEE

Department of Environment and Conservation
Division of Solid Waste Management
Toxic Substances Program

Re-Accreditation

Patrick L. Rasmussen

DOB	Sex	HGT	WGT
26-Dec-1972	M	5' 9"	210

Discipline	Accreditation	Expiration
Inspector	A-I-50743-29193	Aug-31-2014
Management Planner	A-MP-50743-35578	Apr-30-2015
Supervisor	A-S-50743-26828	Mar-31-2015

Asbestos Accreditation

STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT & CONSERVATION
LEAD HAZARD PROGRAM- CERTIFICATION ID CARD

TNLBO2014-2805-4626R

Patrick
RASMUSS

TNLBO2014-2805-4626R

Patrick	Rasmussen		
DOB	SEX	HGT	WGT
12/26/1972	M	5 9	200

CERTIFICATION	ISSUED	EXPIRES
WORKER		
SUPERVISOR		
PROJECT DESIGNER		
INSPECTOR	03/03/2014	03/30/2015
RISK ASSESSOR	03/03/2014	03/30/2015

Bid Submittal Instructions

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

In Person or By Overnight Delivery	Regular Mail
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 must indicate on the outside envelope, lower left corner, the following: "Sealed bid for FY2015-188: Abatement and Demolition to be opened October 28, 2014, at 2:00 p.m., local time."

Late bids are not accepted.

BID FORM

Project: <u>Abatement and Demolition of Residential Structure – 109-111 Waddell Place</u>

In compliance with the Invitation for Bids, dated October 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 required insurance certificates naming the City of Oak Ridge as an additional insured.

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

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

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

The concrete removed in the Project may be properly disposed of at a landfill or the Bidder may salvage it. Bidder shall complete the following information pertaining to the concrete:

Salvaged or Landfill? _____

Location of Where Concrete Will Be Taken:

_____

_____

Description of How Salvaged Concrete Will Be Used, If Applicable:

_____

_____

Schedule of Prices*

Abatement of Environmental Issues
at 109-111 Waddell Place in accordance with the
Specifications/Scope of Work **Total** $_____

_____ Dollars and _____ Cents

Demolition and Clean-up of Residential Structure
at 109-111 Waddell Place in accordance with the
Specifications/Scope of Work **Total** $_____

_____ Dollars and _____ Cents

Total for Abatement and Demolition/Clean-up:

Grand Total $_____

_____ Dollars and _____ Cents

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

If Bidder intends to subcontract the abatement work, please indicate the name, address and license number of the subcontractor intended to be used for this portion of the work under this Project:

Name: _____

Address: _____

_____

License Number:_____

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

Name:_____

Title: _____

Business
Name:_____

Mailing
Address:_____

_____

Tax ID Number:_____

Telephone #:_____

Fax #_____

Email: _____

Date:_____

Physical
Address:_____

_____

TN Contractors
License Number: _____
(if applicable)

NOTE: In accordance with the Invitation to Bid, at least three (3) references and the Drug-Free Workplace Affidavit are attached.

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 _____, 2014.

_____
Notary Public

My Commission Expires:_____.

CONTRACT

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

_____,

a _____, hereinafter called the "Contractor."

WITNESSETH

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

ARTICLE 1 – Scope of This Contract

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

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

ARTICLE 2 – Term

This Contract shall become effective upon its execution and shall continue in full force and effect through June 30, 2015. For the abatement, work shall commence within twelve (12) business days after the Contractor's receipt of a written Notice to Proceed from the City and shall be completed within five (5) business days of commencement, unless an alternate schedule is approved by the parties in writing. Once final clearance is received, the Contractor shall secure the site and notify the City that the Fire Department may commence with burning the structure. The project will be on hold until the Fire Department has burned the structure. Immediately after the burn and receipt of a release from the Fire Department, the Contractor will commence with demolition and clean-up which shall be completed within three (3) business days.

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 after satisfactory completion of the work and approval by the City. The Contractor shall submit invoices for work completed to the City's Project Manager, Matthew Widner, Community Development, for approval and payment.

ARTICLE 8 – Indemnification by Contractor

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

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

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

ARTICLE 9 – Completion and Performance Bond

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

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

ARTICLE 10 – Rate of Progress

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

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

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

ARTICLE 12 – Insurance

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

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

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

1. Comprehensive General Liability:

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

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

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

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

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

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

ARTICLE 13 – Permits and Licenses

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

ARTICLE 14 – Subcontracting and Assignment

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

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

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

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

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

ARTICLE 15 – Superintendence by the Contractor

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

ARTICLE 16 – Termination

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

ARTICLE 17 – Termination of Contract for Cause

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

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

ARTICLE 18 – Anti-Discrimination

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

ARTICLE 19 – Personnel

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

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

ARTICLE 20 – Reports and Information

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

ARTICLE 21 – Governing Law

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

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

APPROVED AS TO FORM AND LEGALITY:

_____
City Attorney

CITY OF OAK RIDGE, TENNESSEE

_____
City Manager

(CONTRACTOR)

_____
Signature

_____
(Printed or Typed Name and Title)

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

COMPLETION AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: FY2015-188

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:

_____	By_____
Witness	Principal (Seal)
_____	By_____
Witness	Surety (Seal)