



**INVITATION TO BID AND INSTRUCTIONS TO BIDDERS**

**FY2016-004**

**BACKFLOW PREVENTER TESTING  
FOR  
THE CITY OF OAK RIDGE  
CROSS-CONNECTION CONTROL PROGRAM**

**BID OPENING  
11:30 A.M., LOCAL TIME  
April 16, 2015**

**at the**

**Central Services Complex Materials Management Conference Room  
100 Woodbury Lane  
City of Oak Ridge  
Post Office Box 1  
Oak Ridge, Tennessee 37831-0001**

**Telephone No. 865/425-1819**

**[lmajeski@oakridgetn.gov](mailto:lmajeski@oakridgetn.gov)**

## CITY OF OAK RIDGE, TENNESSEE

### Invitation to Bid and Instructions to Bidders

FY2016-004

March 27, 2015

Project: BACKFLOW DEVICE TESTING

#### Invitation

Sealed bids will be received by the City of Oak Ridge until 11:30 a.m. Local Time, April 16, 2015, then publicly opened in the Finance Department Conference Room of the Central Services Center, 100 Woodbury Road, for the City of Oak Ridge, Tennessee, for furnishing all labor, materials, supplies, tools, and equipment necessary to perform all work and services described in the Contract attached hereto, in strict accordance with the terms and provisions of said Contract and any attachments thereto. (See attached Specifications)

The bids must be filled out and submitted on the Contract Bid Form provided. All options must be bid unless the Contract 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.

#### 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 [lmajeski@oakridgetn.gov](mailto:lmajeski@oakridgetn.gov) and obtain an interpretation or clarification prior to submitting a bid. Any interpretation or clarification given in accordance with this provision shall be in writing and will be distributed to all known Bidders. Only questions answered in writing will be binding. Oral and other interpretations or clarifications will be without legal effect. All questions must be submitted to Lyn Majeski no later than six (6) days prior to the bid opening date in order to give sufficient time for responses to be sent to all prospective bidders.

#### Prices

The Bidder shall submit unit bid prices as specified on Bid Form. It is agreed that this bid document in its entirety is included in and made a part of the contract between the City and the successful Bidder.

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

#### Withdrawal of Bids

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

### **Rejection of Bids**

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

### **References**

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

### **Equipment**

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

### **Personnel**

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

### **Method of Work**

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

### **Bidders Interested in More than One Bid**

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

### **Bid Surety**

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

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

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

### **Insurance**

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

### **Completion and Performance Bond, and Labor and Material Bond**

The Contractor agrees to furnish a Completion and Performance Bond in the amount of one hundred percent (100%) of the Contract price (contract price per year, not total over life of contract) with good and sufficient surety or sureties acceptable to the City in connection with the performance of the work under this Contract. The form and conditions of said Completion and Performance Bond shall be as prescribed by the City.

The Contractor agrees to furnish a Labor and Material Bond in the amount of one hundred percent (100%) of the Contract price (contract price per year, not total over life of contract) with good and sufficient surety or sureties acceptable to the City, for the protection of persons furnishing labor and material in connection with the performance of the work under this Contract. The form and conditions of this bond shall be as prescribed by the City.

### **Award of Contract**

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

### **City Officers and Employees Not To Have Financial Interest**

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

### **Compliance with All Laws, Ordinances, Statutes, and Regulations**

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

### **Anti-Discrimination**

The selected Bidder, in performing the work or furnishing the services covered by this project, shall not discriminate against any person because of race, creed, color, national origin, age, sex, sexual orientation, disability, religion or other legally protected status. The City of Oak Ridge encourages the utilization of minority and women-owned businesses in its contracting and subcontracting projects.

### **Tobacco Products**

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

### **Background Checks**

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

## Bid Submittal Instructions

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

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

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

To:	<u>In Person or By Overnight Delivery</u>  Attn: Lyn Majeski Finance Department City of Oak Ridge 100 Woodbury Lane Oak Ridge, TN 37830	<u>Regular Mail</u>  Attn: Lyn Majeski Finance Department City of Oak Ridge P.O. Box 1 Oak Ridge, TN 37831-0001
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If the bid is submitted by mail rather than hand-delivery, the sealed envelope containing the bid must be enclosed in another envelope addressed as stated above. Bids submitted by mail should indicate on the outside envelope, lower left corner, the following: "Sealed bid for FY2016-004: Backflow Preventer Testing for the City of Oak Ridge Cross Connection Control Program to be opened April 16, 2015 at 11:30 a.m. local time" to ensure the bid is delivered to the appropriate person at the City in a timely fashion. Late bids are not accepted and will not be opened.

**CONTRACT BID FORM**

**FY2016-004**

Project: BACKFLOW DEVICE TESTING

In compliance with the Invitation for Bids, dated March 27, 2015, 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 10 working days after receipt of said Notice of Award, the Completion and Performance Bond, Labor and Material Bond or other suitable securities.

Schedule of Prices

UNIT PRICE BID: \$ \_\_\_\_\_ per unit

Approximately 1650 units annually

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

By: \_\_\_\_\_  
(Signature)

Telephone  
Number: \_\_\_\_\_  
Date \_\_\_\_\_

Name: \_\_\_\_\_

Business  
Name: \_\_\_\_\_

Tax I.D.: \_\_\_\_\_  
or  
SS No. \_\_\_\_\_

Address \_\_\_\_\_

Mailing  
Address: \_\_\_\_\_

NOTE: In accordance with the Invitation to Bid, a Bid Bond in the amount of 10 percent of the bid price is attached.

In accordance with the Invitation to Bid, proof of certification as a Backflow Preventer Tester by the State of Tennessee is attached.

BID BOND

FY2016-004

KNOW ALL MEN BY THESE PRESENTS,

That we, \_\_\_\_\_,

(hereinafter called the "Principal"), as Principal, and the

\_\_\_\_\_ of \_\_\_\_\_ a corporation duly organized under

the laws of the State of \_\_\_\_\_.

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

WHEREAS, the Principal has submitted a bid for

\_\_\_\_\_.

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_\_.

IN THE PRESENCE OF:

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Title

**DRUG-FREE WORKPLACE AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

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

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

Further affiant saith not.

Principal Officer \_\_\_\_\_

State of \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

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

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_.

**CONTRACT**

THIS CONTRACT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF OAK RIDGE, a municipal corporation, hereinafter called the "City," and \_\_\_\_\_ a \_\_\_\_\_, hereinafter called the "Contractor."

**WITNESSETH**

In consideration of the mutual promises of the parties hereto, they do AGREE as follows:

**ARTICLE 1 - Scope of This Contract**

The work to be done consists of furnishing all labor, materials, supplies, tools, equipment and other incidentals necessary to perform all work and services required to test approximately 1650 backflow prevention devices that are installed in the water distribution system for the City of Oak Ridge in strict accordance with the terms and provisions of this Contract, the attached specifications, and the bid of the Contractor attached hereto.

The work shall commence on July 1, 2015 after receipt of the Notice to Proceed and be completed by June 30, 2016.

The term of this Contract is one year with nine (9) one-year options to extend unless terminated earlier in accordance with the terms of this Contract. (See Article 21 - Option to Extend and Article 22 - Rate Adjustment)

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 - Changes**

- A. The 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 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 3 - Inspections

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 therefor. 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 therefor.

ARTICLE 4 - 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 5 - 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 I, or fails to complete the work within such time, the City may terminate the Contract. In such event, the City may require the surety to fully perform and complete the work in the manner required by the Completion and Performance Bond and the City may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor and the Contractor's surety shall be liable to the City for any excess cost occasioned thereby. If the 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 therefor.

ARTICLE 6 - Payment

The total cost of performance and completion of all work under this Contract shall not exceed \$\_\_\_\_\_, assuming no changes in scope. Payments shall be made monthly based on number of units tested and after inspection and approval by City.

ARTICLE 7 - Final Payment

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

ARTICLE 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 and Labor and Material Bond

##### 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 100 percent of the Contract price and any renewals thereof 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.

##### Labor and Material Bond

Prior to commencing work under this Contract, the Contractor agrees to furnish and to maintain during the term of this Contract a Labor and Material Bond in the amount of 100 percent of the Contract price and any renewals thereof with good and sufficient surety or sureties acceptable to the City, conditioned that the Contractor shall promptly make payments to the persons supplying labor, material, or supplies to the Contractor or subcontractors in the performance of the work under this Contract and any amendment or extension thereof. The form and conditions of this bond shall be as prescribed by the City.

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

#### ARTICLE 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, naming the City of Oak Ridge 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, 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, 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, the City may terminate the Contractor's right to proceed with the whole or any part of the work under this Contract.

#### 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 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 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.

#### ARTICLE 21 - Option to Extend

At the City's option, this Contract may be extended annually for up to nine (9) additional years under the same terms and conditions. In the event that the City elects to exercise this right, it shall notify the Contractor of its intent to extend for an additional year by thirty (30) days advance written notice.

ARTICLE 22 - Rate Adjustment

The per unit price will be increased annually by one hundred percent (100%) of the Consumer Price Index (CPI) for the month of April of the current year, which reflects the unadjusted annual percentage change from the month of April of the prior year.

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

APPROVED AS TO FORM

CITY OF OAK RIDGE, TENNESSEE

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_

(CONTRACTOR)

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed or Typed Name and Title)

Attachment:: Specifications

COMPLETION AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

FY2016-004

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 its  
terms and conditions, and upon determination by Owner and Surety of lowest responsible bidder, arrange  
for a contract between such bidder and the City and make available as work progresses (even though  
there shall be a default or a succession of defaults under the Contract or contracts of completion  
arranged under this paragraph) sufficient funds to pay the cost of completion or any obligations  
thereunder.

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

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_.  
IN THE PRESENCE OF:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

LABOR AND MATERIAL BOND

FY2016-004

Know all men by these presents

That We \_\_\_\_\_ AS PRINCIPAL, and

\_\_\_\_\_, AS SURETY  
are held firmly bound unto the

hereinafter called the Obligee, in the penal sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

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

WHEREAS: Said Principal has entered into a certain Contract with said Obligee dated \_\_\_\_\_ 2015 (hereinafter called the Contract) for the full and complete performance of

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

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

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

(b) The Principal and Surety hereby designate and appoint

WARREN L. GOOCH, MAYOR  
(Executive Officer of the Obligee)

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

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

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

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

SIGNED, SEALED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Attest: \_\_\_\_\_

\_\_\_\_\_  
Principal

Attest: \_\_\_\_\_

\_\_\_\_\_  
Surety

# **SPECIFICATIONS**

**Specifications for Backflow Preventer  
Testing for the City of Oak Ridge  
Cross-Connection Control Program**

These specifications are for on-sight inspection and testing of backflow prevention devices that are the responsibility of the City of Oak Ridge:

1. The contractor shall be on 24-hour call and shall be available for overtime and holiday work as needed.
2. The contractor shall provide all tools and equipment required. The contractor shall provide transportation for the contractor's employees.
3. The City of Oak Ridge reserves the right of approval of personnel on sight, both in quantity and quality of workers. In the event of rejection of workers by the City of Oak Ridge, the contractor shall provide suitable replacements.
4. The successful bidder shall provide proof of State of Tennessee certification as a backflow preventer tester. The contractor must have been certified by the State of Tennessee for a minimum of ten (10) years. A copy of State certification will be acceptable. Certification for testing and for equipment calibration must be kept current at all times.
5. Successful bidder shall maintain all required records and provide the City of Oak Ridge with a copy of these records.
6. At a minimum, the contractor shall make certification tests on all City of Oak Ridge backflow devices annually.
7. The successful bidder shall be required to perform a follow-up test on all backflow preventers determined to be operating improperly by the initial test. This retest will be performed after the required repairs have been made to the device(s) in a time frame deemed appropriate by the City of Oak Ridge.
8. The successful bidder will be required to report any backflow preventer listed on the City of Oak Ridge records that is not a mainline device or any device that is not listed on the City of Oak Ridge backflow preventer master list.
9. All routine test reports must be received within five (5) days of the end of the month in which the backflow preventer was tested. Reports for follow-up tests shall be forwarded to the City weekly.
10. Upon a failed test, the tester will provide on the test report the legible name and phone number of the tenant or owner of the property (when available) who will be responsible for the repair of the failed device.
11. In every instance that a backflow preventer fails, the contractor will present to the water customer an official letter from the City of Oak Ridge notifying the water customer of his responsibility to repair the failed backflow preventer and notify the City of the repair. (See attachment for the letter.)
12. All reporting and billing shall be made to the attention of:  
City of Oak Ridge  
Attn: Ken Glass  
Public Works Environmental Compliance Coordinator  
P.O. Box 1  
Oak Ridge, TN 37831-0001
13. Contract shall be awarded on the total cost of testing approximately sixteen hundred and fifty (1,650) backflow prevention devices. These quantities are estimates only and are not a guaranteed minimum or maximum.
14. The successful bidder will be normally prohibited from the repairs of all backflow preventers in the City of Oak Ridge that the contractor has tested and failed. The successful bidder can continue repairing backflow devices in facilities for which the contractor had a service contract prior to the initial awarding of a backflow preventers contract with the City of Oak Ridge. In addition, a waiver or release form can be filled out and signed by the business or person requesting the tester to perform a repair, see attachment. Also excepted are backflow preventers that are City of Oak Ridge owned. The successful bidder will supply a complete list to the City of Oak Ridge of the facilities they had a preexisting service contract with before the awarding of this testing contract.



**BACKFLOW PREVENTION DEVICE  
REPAIR AND RETESTING**

[Date]

Dear Customer:

The City has tested your backflow prevention device in accordance with State of Tennessee regulations and City Code 18-107. It has been determined that one or more devices on these premises have failed testing requirements.

It is required by ordinance that the failed device(s) be repaired and retested within 30 days. The cost for repair of the device is the responsibility of the water customer. For your convenience, we have attached a list of certified persons and/or companies who have been deemed qualified to repair backflow preventers; there are possibly others not listed who are qualified to repair your device.

**Promptly call this City office at 425-1642 to schedule a re-test of the backflow preventer after repairs. No one will come back to your location for a re-test until you have notified the City of Oak Ridge. Failure to comply with this requirement could subject the owner of the device(s) to possible fines and/or to disconnection from the public water supply.**

Respectfully,

A handwritten signature in black ink that reads "Ken D. Glass". The signature is written in a cursive style.

Ken D. Glass  
Environmental/Regulatory  
Compliance Coordinator



Dear Water Customer,

The City of Oak Ridge is required under both Federal and State law to annually test the backflow preventers that are required to be on industrial and commercial facilities. The City has currently contracted this testing to a private company,           (Contractor)          

Because of the obvious possible conflict of interest, the City of Oak Ridge has prohibited -           (Contractor)           from repairing the same devices that they have tested and failed, with the exception of that water customer who had a contract with           (Contractor)           for repairs prior to the awarding of the testing contract with the City.

If you sign below, you are acknowledging that you are aware of a possible conflict of interest in both testing and repairing. You are further stating that regardless of this interest conflict, you are requesting that the City of Oak Ridge make an exception and permit           (Contractor)           to provide the repair of the backflow preventer. And lastly, you are agreeing not to hold the City liable to any damages, expenses, or civil suits as a result of this exception to permit           (Contractor)           to repair your device that           (Contractor)           declared in disrepair.

This exception will only be valid for any repairs to devices that have already been declared in a state of disrepair at the time of this request.

\_\_\_\_\_  
Name of facility

\_\_\_\_\_  
Signature of water customer

\_\_\_\_\_  
Address of facility

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date