INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

FY2016-018

ABATEMENT AND DEMOLITION FOR RESIDENTIAL STRUCTURE LOCATED AT 105 WADDELL PLACE

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

NOTE: MANDATORY PRE-BID CONFERENCE
JUNE 23, 2015 AT 10:00 A.M., LOCAL TIME,
ON-SITE

BID OPENING

July 1, 2015
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

FY2016-018 **June 12, 2015**

Project: Abatement and Demolition for Residential Structure – 105 Waddell Place

Invitation

Bids will be received by the City of Oak Ridge until 2:00 p.m. local time, July 1, 2015, 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 105 Waddell Place, Oak Ridge, Tennessee, on June 23, 2015 at 10:00 a.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 requirement for completion and performance bonds has been waived 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. After hazard abatement has been completed and cleared, the Contractor shall secure the site and provide access to the Fire Department for commencement with pre-burn activities and 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 shall immediately proceed with final demolition of the remaining structure/accessories 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 105 Waddell Place, in Oak Ridge, Tennessee (GPS Coordinates: N36° 01.406´ W084° 15.957´) (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 Professional Environmental Consulting, Inc., to conduct environmental assessments of the Property. See 38-page attachment from Professional Environmental Consulting, Inc. 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~~
~~126 WASHBURN CIRCLE~~
~~OAK RIDGE, TN 37830~~

City of Oak Ridge
200 S. Tulane Ave

Property Location

GPS Coordinates: N36° 01.406´ W084° 15.957´

Address: WADDELL PL 105

Map:	099C	Grp:	D	Ctrl Map:	099C	Parcel:	005.00	PI:		S/I:	000

Value Information

Reappraisal Year: 2010

Land Mkt Value:	$29,800
Improvement Value:	$37,800
Total Market Appraisal:	$67,600
Assessment %:	40
Assessment:	$27,040

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 0D13 LOT 0041

Plat Bk:	Plat Pg:	Block:	Lot:

Additional Description

02 015CB 015CB04100 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:**	09 - HARDWOOD/PARQUE
Interior Finish:	07 - DRYWALL	**Paint/Decor:**	03 - AVERAGE
Bath Tile:	00 - NONE	**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:	OPU	**Sq Ft:**	91
Area:	EPF	**Sq Ft:**	77

Sale Information

Sale Date	Price	Deed Book	Page	Vac/Imp	Type Instrument	Qualification

12/09/1991	$0	F-18	1038

Land Information

Deed Acres:	0.87	**Calc Acres:**	0.00	**Total Land Units:**	0.87
Land Type:	05 - MULTI FAMILY	**Soil Class:**		**Units:**	.87

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

PHOTOS

Attached are photographs of the Property. Three (3) page attachment.

105 Waddell Place Oak Ridge, TN 37830 Photos by Matthew Widner 27 February 2014

105 Waddell Place Oak Ridge, TN 37830 Photos by Matthew Widner 27 February 2014

105 Waddell Place Oak Ridge, TN 37830 Photos by Matthew Widner 27 February 2014

HAZARDOUS MATERIALS SURVEY REPORT

Attached is a thirty-eight (38) page Hazardous Materials Assessment report from Professional Environmental Consulting, Inc.

RESULTS OF HAZARDOUS MATERIALS SURVEY

105 WADDELL PLACE

OAK RIDGE, TENNESSEE

March 19, 2015

Prepared for:

The City of Oak Ridge-Community Development
Oak Ridge, Tennessee

Professional Environmental Consulting, Inc.
2900 Tazewell Pike, Suite C
Knoxville, Tennessee
(865) 687-5835

PEC Project 02-15-013/01

Professional Environmental Consulting, Inc.

March 23, 2015

Ms. Lyn Majeski
Finance Department
City of Oak Ridge
100 Woodbury Lane
P.O. Box 1
Oak Ridge, TN 37831-0001

Subject: **Results of Hazardous Materials Survey**
105 Waddell Place
Oak Ridge, Tennessee
PEC Project 02-15-013/01

Dear Ms. Majeski:

Professional Environmental Consulting, Inc. (PEC) has completed the requested Hazardous Materials Survey for the above referenced site. This report includes the project information, sample locations, testing procedures, laboratory results, and drawings. Our work was performed in accordance with our Contract dated February 19, 2015 and between the City of Oak Ridge and PEC.

Ms. Majeski, we appreciate the opportunity to have provided you these services for this project and look forward to assisting you further on this and other projects in the future. If you have any questions, please do not hesitate to contact us at (865) 687-5835.

Sincerely,

Professional Environmental Consulting, Inc.

Richard D. Murphy
Senior Environmental Specialist

Scott D. Smith, P.G.
Principal

RDM/SDS:jvs

TABLE OF CONTENTS

Page

1.0 PROJECT INFORMATION 2
2.0 HAZARDOUS MATERIALS SURVEY, LOCATIONS, AND ANALYSIS 3
3.0 CONCLUSIONS 5
4.0 RECOMMENDATIONS 7

APPENDIX A: CERTIFICATIONS OF TESTING PERSONNEL

APPENDIX B: LABORATORY REPORT OF ANALYSIS FOR ASBESTOS.

APPENDIX C: DRAWINGS WITH ASBESTOS SAMPLE LOCATIONS.

APPENDIX D: PHOTOS OF PROPERTY AND SAMPLED MATERIALS.

1.0 PROJECT INFORMATION

Professional Environmental Consulting, Inc. (PEC) performed a Hazardous Materials Survey in the building located at 105 Waddell Place in Oak Ridge, Tennessee. This building is abandoned and is scheduled to be demolished. We collected bulk samples of materials suspected of containing asbestos in general accordance with the Asbestos Hazard Emergency Response Act (AHERA) 40 CFR 763, The OSHA Regulation 1926.1101 and the ASTM E-2356.

We also observed for hazardous household waste which included chemicals, compounds, and gases (both organic and inorganic) that may exist on the interior/exterior of the structure. We also observed for and noted fluorescent, mercury vapor, and high intensity discharge light bulbs, mercury capsule thermostats, and we observed for the presence of polychlorinated biphenyls (PCB's) in ballasts, transformers, and capacitors.

The building is comprised of a two story concrete masonry block, and wood frame structure with wood floors. The building also has a dirt crawlspace beneath it. This building appeared to have two separate units, so for the purpose of sampling and this report, the unit on the right with the unit number 105 was identified as such, and the unit to the left was identified as unit 105B.

The apartments are heated by natural gas furnace heating units located in the closet in the laundry room of the lower level. The metal ducts are un-insulated, and the old original heat ducts are asbestos-containing duct board, which still exist in the walls and ceilings of each unit. The piping observed was un-insulated with exception of a three foot piece in the ceiling above the entrance to unit 105.

This report is intended for the exclusive use of City of Oak Ridge Community Development Department. Reliance on this report by any parties without the written consent of PEC is expressly prohibited. The findings are relative to the dates of our site visits and should not be relied upon for substantially later dates.

2.0 HAZARDOUS MATERIALS SURVEY, LOCATIONS, AND ANALYSIS

2.1 ASBESTOS

The purpose of the asbestos survey was to determine what if any asbestos-containing materials (ACM) were present in the structure prior to the scheduled demolition. On March 3, 2015 Mr. Richard Murphy an AHERA accredited and Tennessee licensed inspector with PEC obtained a total of (45) bulk samples from suspect asbestos-containing materials throughout both sides of the building and exterior including the roof. Some of the samples were comprised of multi-layered materials, such as the floor tiles and associated adhesives, the gypsum ceiling board with a textured ceiling, and the roofing materials.

Suspect materials identified and sampled include textured ceiling board with tape and joint compound, wallboard with tape and joint compound, multiple styles and colors or patterns of sheet flooring, multiple layers of 12-inch by 12-inch floor tiles and associated adhesives backing and some with black felt, duct board between walls and ceilings, and roofing materials. We have included a copy of the chain of custody form along with the laboratory report with this report that indicates the bulk sample locations in Appendix B. The bulk sample locations are indicated on the field sketch in Appendix C. Photographs of each type of suspect material are also included in Appendix D.

The samples were labeled with pertinent information and submitted to McCall & Spero Environmental, Inc., (McCall & Spero) a NVLAP accredited laboratory in Louisville, Kentucky, for analysis. Sample collection and analysis was performed in general accordance with the EPA, AHERA, and OSHA rules and guidelines (40 CFR Part 763) and (29 CFR 1926.1101). Mr. Murphy's current AHERA accreditation certificate and Tennessee license are located in Appendix A.

The analysis for each sample was performed using Polarized Light Microscopy (PLM) coupled with dispersion staining techniques as detailed in the U. S. Environmental Protection Agency's (EPA) "Method for the Determination of Asbestos in Bulk Building Materials" (EPA600/R-93/116). This method of analysis is the only method presently available that utilizes

the unique optical crystallographic properties of materials birefringence, extinction angle, refractive index, and sign of elongation that distinguish various asbestiform materials. By determining these and other properties of the minerals in the bulk samples, the presence and type of asbestos, if any, can be identified in the samples. Materials found to contain "TRACE" asbestos are materials found to contain between 0 and 1 percent asbestos and are not considered asbestos-containing materials. The following samples were found to contain asbestos, and we have estimated the quantities of each material. We have also placed the locations of the asbestos containing materials on a field sketch in Appendix C.

- HA#2-The gypsum ceiling board throughout the building (Approximately 575 square feet).
- HA#3-The gypsum ceiling board with a textured ceiling in building (Approximately 680 square feet). We assumed the joint compound to be the same as HA#2 even though textured material was negative.
- HA#4-The gypsum wallboard with grooved edge throughout unit (Approximately 1,500 square feet).
- HA#5-The white floor tile and associated black mastic that had multiple layers underneath were found to contain asbestos in upstairs bathroom of unit 105 B (Approximately 75 square feet).
- HA#10-The smooth gypsum wallboard throughout both sides of building (Approximately 1,710 square feet).
- HA#11-The duct board in both sides of building (Approximately 170 square feet).
- HA#14-The tan and gold sheet flooring beneath sink cabinet in unit 105B (Approximately 10square feet).

The samples collected and found not to contain asbestos include:

- HA #1-The 12"x12" white with black diamond pattern sheet flooring in kitchen of unit 105B.
- HA #6-The grey diamond pattern sheet flooring in lower level dining room in unit 105.
- HA #7-The small piece of pipe insulation above ceiling at entrance to unit 105.
- HA #8-The white with black diamond and black specked sheet flooring and subsequent layers beneath in the kitchen of unit 105.

- HA #9-The white with blue shell pattern sheet flooring in the bathroom of unit 105.
- HA #12-The asphalt shingle and roofing felt on roof.
- HA #13-The blue and white sheet flooring in closet in dining room of unit 105.
- HA #15-The black asphalt felt paper on the foundation concrete masonry units in crawlspace

A copy of McCall & Spero's report is presented in Appendix B.

2.2 LEAD-BASED PAINTS

Based on the Request for Proposal (RFP) from the City of Oak Ridge, no testing was required on the paint coatings at these residences. The paint coatings are assumed to have some amount of lead and therefore, these coatings have the potential to create some exposures during the demolition activities.

The Occupational Safety and Health Administration (OSHA) regulates paint with any detectable concentration of lead under the regulations established in OSHA 1926.62.

2.3 HOUSEHOLD HAZARDOUS WASTE MATERIALS

The RFP required that the Consultant identify, categorize and catalog all household hazardous waste that was present in the facility. These materials include all chemicals, such as cleaning supplies, paints, gases, CFC's/refrigerants. Our inspection also included an inventory of all fluorescent, mercury vapor, and high intensity discharge light bulbs, mercury capsule thermostats, PCB-containing ballasts, transformers and capacitors. We have listed the items that were observed in the crawlspace at the time of our site visit.

- Empty gasoline container.
- Empty rusted paint cans.

No other chemical, gases, refrigerants, no potential light bulbs with mercury or PCB's, no mercury switches or thermostats were observed.

3.0 CONCLUSIONS

3.1 ASBESTOS

Our survey indicated that asbestos was detected in all the gypsum ceilings throughout the building, this includes the ceilings with textured finish. All the gypsum wallboard is was also found to contain asbestos in the building. Asbestos was also detected in the flooring materials beneath the white floor tile in the bathroom of unit 105, the tan and gold sheet flooring beneath the kitchen sink in side 105B, and in all the original duct board throughout the facility that is present in the walls and ceilings.

The floor tiles, sheet flooring and associated adhesives are all considered to be a non-friable material according to the EPA, and the textured ceilings, the joint compound associated with gypsum ceiling board, the wallboard, and the duct boards are considered to be a friable material. Friable materials are defined by the EPA to be any asbestos-containing material that can be crumbled or pulverized to powder by hand pressure when dry. All friable materials are also considered to be a Regulated Asbestos Containing Material (RACM) according to the National Emissions Standard for Hazardous Air Pollutants (NESHAPS). The remaining asbestos containing materials identified during our survey are considered to non-friable materials.

The EPA requires all RACM be removed prior to any renovations or demolition activities that may disturb them. They also require that any non-friable materials that may become friable during the any renovation or demolition activity also be removed prior to demolition. If the non-friable materials will remain non-friable then these materials may be left in-place during the demolition activities and disposed of as construction demolition debris; however, the landfill in which you chose to dispose of the construction and demolition debris may not accept the contaminated debris. The OSHA Construction Standard for Asbestos (29 CFR 1926.1101) also has specific procedures and guidelines which must be followed for personnel conducting activities that may disturb asbestos to ensure the employees of the demolition firm is not exposed.

3.2 LEAD-BASED PAINTS

All work which disturbs surfaces that are coated with lead-based paint must be performed in accordance with the Occupational Safety and Health Administration (OSHA) 20 CFR 1926.62 and EPA 40 CFR Part 745 Lead. Any paint chips generated by the demolition contractor or activities will need to be properly collected, contained and tested to determine waste disposal options.

Although the paint may be considered to be a lead-based paint, the Tennessee Department of Environment and Conservation Division of Solid Waste Management, "Management of Disposal of Lead-based Paint Policy allows lead-based paint debris to be treated as construction and demolition debris and disposed of in a Class I, II (depending permit conditions, and approval by TDEC) or IV disposal facility. The demolition contractor will need to be informed about all paints that contain lead above reportable quantities and that the remaining paint coatings contain some amount of lead.

3.3 HOUSEHOLD HAZARDOUS WASTE MATERIALS

Our survey only identified a couple empty gasoline and paint containers, and no other types of household hazardous waste materials were observed in the interior or exterior of the property in question.

4.0 RECOMMENDATIONS

Since this building is scheduled for demolition and has friable as well as non-friable asbestos containing materials, we recommend that a licensed asbestos abatement contractor utilizing AHERA trained asbestos workers and supervisors be contracted to remove the asbestos-containing materials identified in our survey prior to the scheduled demolition. In addition, the owner should request a waste shipment record to ensure proper asbestos waste transportation and disposal procedures are followed.

It is our understanding that part of this contract will require a post abatement inspection to ensure all listed asbestos containing materials identified and scheduled to be abated is done so by the Consultant awarded the contract. The contract also states that a final clearance be performed by the same Consultant following the final abatement activities.

We recommend at a minimum the demolition contractor planning to conduct the demolition activities will need to adhere to the requirements set forth in the OSHA Construction Standard for lead paints (29 CFR 1926.62).

In particular the following sections should be adhered to:

- (l) (1) (iii) through (l) (2) (v) which requires the employer to provide an initial training program prior to the start of the job.
- (d) (1) (i) through (d) (2) which indicates the employer shall institute an exposure assessment to initially determine if any employee may be exposed to lead at or above the action level.
- (d) (2) (i) indicates where lead is present until the exposure monitoring is complete in accordance section (d) then the employer shall treat the employee as if the employee were exposed above the Permissible Exposure Limit (PEL).
- (e) (2) “Compliance Program” Prior to commencement of the job each employer shall establish and implement a written compliance program to achieve compliance with paragraph (c) of the standard.

Due to these requirements the employees are required to have respiratory protection, hygiene facilities, housekeeping, protective clothing, and training until the negative initial determination indicates that the employees have exposures below the action level.

The items listed above are not inclusive and the entire standard should be reviewed and followed when disturbing surfaces coated with lead.

APPENDIX A

CERTIFICATIONS OF TESTING PERSONNEL

THE STATE OF TENNESSEE

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

64503-24022

Date Issued: 12/18/2014

Re-Accreditation

Richard D Murphy

DOB	Sex	HGT	WGT
04-Nov-1965	M	6'1"	233

Discipline	Accreditation	Expiration
Management Planner	A-MP-48276-39765	Dec-31-2015
Project Monitor	A-PM-48276-39767	Dec-31-2015
Supervisor	A-S-48276-39766	Dec-31-2015

Asbestos Accreditation

APPENDIX B

LABORATORY REPORT OF ANALYSIS OF ASBESTOS

McCall and Spero
Environmental, Inc.
Specialists in Microanalysis

1831 Williamson Court • Suite 100 • Louisville, KY 40223
Phone (502) 244-7135 • (800) 841-0180 • FAX (502) 244-7136
E-mail: customerservice@mselabs.com • Website: www.mselabs.com

Date: March 12, 2015

Attention: Richard Murphy
Professional Environmental Consultants, Inc.

Subject: Analysis of bulk samples for asbestos mineral fibers by Polarized Light Microscopy (PLM) with Dispersion Staining (EPA/600/R-93/116)

RE: MSE-P395PRO.1
City of Oak Ridge - 105 Woddell Project
PRO# PEC 02-15-013/01

Dear Mr. Murphy:

McCall & Spero Environmental, Inc. has completed the analyses of the bulk samples we received from your offices on March 9, 2015. These samples represent the bulk samples from the City of Oak Ridge - 105 Woddell Project.

The PLM bulk analysis was performed according to the "Method of the Determination of Asbestos in Bulk Building Materials", R. L. Perkins and B. W. Harvey (EPA/600/R-93/116).

The results for the ninty-five (95) samples are summarized in the following report. Please note that for samples consisting of two or more distinct components, each component is analyzed and reported individually (EPA 40 CFR Part 61 [FRL-4821-71]).

Thank you for consulting McCall & Spero Environmental, Inc. Should you have any questions concerning these results, please contact our office.

Sincerely,

M. Allison Brown, B.A.
PLM Laboratory Director

NVLAP®
NVLAP Lab Code 101895-0

SUMMARY OF PLM BULK ANALYSIS RESULTS

Project Name: City of Oak Ridge - 105 Woddell Project PRO# PEC 02-15-013/01
McCall & Spero Environmental Project No. MSE-P395PRO.1

MSE # P395PRO.1-	SAMPLE # DESCRIPTION	ASBESTOS TYPE & %	OTHER FIBROUS MATERIAL & %	% NON-FIBROUS MATERIAL	COLOR
001 (A)	HA-1A (A) Sheet Floor	ND**	Cellulose / 2%	98%	Black
001 (B)	HA-1A (B) Mastic	ND**	Cellulose / 2%	98%	Yellow
002 (A)	HA-1B (A) Sheet Floor	ND**	Cellulose / 2%	98%	Black
002 (B)	HA-1B (B) Mastic	ND**	Cellulose / 2%	98%	Yellow
003 (A)	HA-1C (A) Sheet Floor	ND**	Cellulose / 2%	98%	Black
003 (B)	HA-1C (B) Mastic	ND**	Cellulose / 2%	98%	Yellow
004 (A)	HA-2A (A) Joint Compound	CH / 5%	Cellulose / 2%	93%	Cream
004 (B)	HA-2A (B) Ceiling Board	ND	Cellulose / 25%	75%	Gray
005 (A)	HA-2B (A) Joint Compound	Assumed Positive See MSE# 004 (A)			
005 (B)	HA-2B (B) Ceiling Board	ND	Cellulose / 25%	75%	Gray
006 (A)	HA-2C (A) Joint Compound	Assumed Positive See MSE# 004 (A)			
006 (B)	HA-2C (B) Drywall	ND	Cellulose / 25%	75%	Gray
007 (A)	HA-3A (A) Texture	ND	Cellulose / 2%	98%	Gray
007 (B)	HA-3A (B) Ceiling Board	ND	Cellulose / 25%	75%	Gray
008 (A)	HA-3B (A) Texture	ND	Cellulose / 2%	98%	Gray

SUMMARY OF PLM BULK ANALYSIS RESULTS

MSE # P395PRO.1-	SAMPLE # DESCRIPTION	ASBESTOS TYPE & %	OTHER FIBROUS MATERIAL & %	% NON-FIBROUS MATERIAL	COLOR
008 (B)	HA-3B (B) Drywall	ND	Cellulose / 25%	75%	Gray
009 (A)	HA-3C (A) Texture	ND	Cellulose / 2%	98%	Gray
009 (B)	HA-3C (B) Ceiling Board	ND	Cellulose / 25%	75%	Gray
010	HA-4A Gypsum Wall Board	ND	Cellulose / 25%	75%	Gray
011 (A)	HA-4B (A) Joint Compound	ND	Cellulose / 2%	98%	Gray
011 (B)	HA-4B (B) Drywall	ND	Cellulose / 25%	75%	Gray
012 (A)	HA-4C (A) Joint Compound	CH / 5%	Cellulose / 2%	93%	Gray
012 (B)	HA-4C (B) Drywall	ND	Cellulose / 25%	75%	Gray
013 (A)	HA-5A (A) Floor Tile	ND**	Cellulose / 2%	98%	Gray
013 (B)	HA-5A (B) Mastic	ND**	Cellulose / 2%	98%	Yellow
013 (C)	HA-5A (C) Floor Tile	ND**	Cellulose / 2%	98%	Cream
013 (D)	HA-5A (D) Mastic	ND**	Cellulose / 2%	98%	Yellow
013 (E)	HA-5A (E) Linoleum	CH / 15%	Cellulose / 25%	60%	Gray
014 (A)	HA-5B (A) Floor Tile	ND**	Cellulose / 2%	98%	Gray
014 (B)	HA-5B (B) Mastic	ND**	Cellulose / 2%	98%	Yellow

SUMMARY OF PLM BULK ANALYSIS RESULTS

MSE # P395PRO.1-	SAMPLE # DESCRIPTION	ASBESTOS TYPE & %	OTHER FIBROUS MATERIAL & %	% NON-FIBROUS MATERIAL	COLOR
014 (C)	HA-5B (C) Floor Tile	ND**	Cellulose / 2%	98%	Beige
014 (D)	HA-5B (D) Mastic	ND**	Cellulose / 2%	98%	Yellow
014 (E)	HA-5B (E) Linoleum	Assumed Positive See MSE# 013 (E)			
015 (A)	HA-5C (A) Floor Tile	ND**	Cellulose / 2%	98%	Gray
015 (B)	HA-5C (B) Mastic	ND**	Cellulose / 2%	98%	Yellow
015 (C)	HA-5C (C) Floor Tile	ND**	Cellulose / 2%	98%	Beige
015 (D)	HA-5C (D) Mastic	ND**	Cellulose / 2%	98%	Yellow
015 (E)	HA-5C (E) Linoleum	Assumed Positive See MSE# 013 (E)			
016 (A)	HA-6A (A) Sheet Floor	ND**	Cellulose / 2%	98%	Black
016 (B)	HA-6A (B) Felt	ND**	Cellulose / 75%	25%	Tan
016 (C)	HA-6A (C) Mastic	ND**	Cellulose / 2%	98%	Brown
017 (A)	HA-6B (A) Sheet Floor	ND**	Cellulose / 2%	98%	Black
017 (B)	HA-6B (B) Felt	ND**	Cellulose / 75%	25%	Tan
017 (C)	HA-6B (C) Mastic	ND**	Cellulose / 2%	98%	Tan
018 (A)	HA-6C (A) Sheet Floor	ND**	Cellulose / 2%	98%	Black

SUMMARY OF PLM BULK ANALYSIS RESULTS

MSE # P395PRO.1-	SAMPLE # DESCRIPTION	ASBESTOS TYPE & %	OTHER FIBROUS MATERIAL & %	% NON-FIBROUS MATERIAL	COLOR
018 (B)	HA-6C (B) Felt	ND**	Cellulose / 75%	25%	Tan
018 (C)	HA-6C (C) Mastic	ND**	Cellulose / 2%	98%	Brown
019	HA-7A Pipe Insulation	ND	Cellulose / 85%	15%	Gray
020	HA-7B Pipe Insulation	ND	Cellulose / 85%	15%	Tan
021	HA-7C Pipe Insulation	ND	Cellulose / 85%	15%	Tan
022 (A)	HA-8A (A) Sheet Floor	ND	Cellulose / 35%	65%	Tan
022 (B)	HA-8A (B) Mastic	ND**	Cellulose / 2%	98%	Tan
022 (C)	HA-8A (C) Sheet Floor	ND	Cellulose / 25% Glass / 10%	65%	Gray
022 (D)	HA-8A (D) Mastic	ND**	Cellulose / 2%	98%	Tan
023 (A)	HA-8B (A) Sheet Floor	ND	Cellulose / 35%	65%	Gray
023 (B)	HA-8B (B) Mastic	ND**	Cellulose / 2%	98%	Tan
023 (C)	HA-8B (C) Sheet Floor	ND	Cellulose / 25% Glass / 10%	65%	Gray
023 (D)	HA-8B (D) Mastic	ND**	Cellulose / 2%	98%	Yellow
024 (A)	HA-8C (A) Sheet Floor	ND	Cellulose / 35%	65%	Gray
024 (B)	HA-8C (B) Mastic	ND**	Cellulose / 2%	98%	Yellow

SUMMARY OF PLM BULK ANALYSIS RESULTS

MSE # P395PRO.1-	SAMPLE # DESCRIPTION	ASBESTOS TYPE & %	OTHER FIBROUS MATERIAL & %	% NON-FIBROUS MATERIAL	COLOR
024 (C)	HA-8C (C) Sheet Floor	ND	Cellulose / 25% Glass / 10%	65%	Gray
024 (D)	HA-8C (D) Mastic	ND**	Cellulose / 2%	98%	Tan
025 (A)	HA-9A (A) Sheet Floor	ND	Cellulose / 35%	65%	Gray
025 (B)	HA-9A (B) Mastic	ND**	Cellulose / 2%	98%	Yellow
026 (A)	HA-9B (A) Sheet Floor	ND	Cellulose / 35%	65%	Gray
026 (B)	HA-9B (B) Mastic	ND**	Cellulose / 2%	98%	Yellow
027 (A)	HA-9C (A) Sheet Floor	ND	Cellulose / 35%	65%	Gray
027 (B)	HA-9C (B) Mastic	ND**	Cellulose / 2%	98%	Yellow
028 (A)	HA-10A (A) Joint Compound	ND	Cellulose / 2%	98%	Gray
028 (B)	HA-10A (B) Wall Board	ND	Cellulose / 25%	75%	Gray
029 (A)	HA-10B (A) Joint Compound	CH / 5%	Cellulose / 2%	93%	Gray
029 (B)	HA-10B (B) Wall Board	ND	Cellulose / 25%	75%	Gray
030 (A)	HA-10C (A) Joint Compound	Assumed Positive See MSE# 029 (A)			
030 (B)	HA-10C (B) Wall Board	ND	Cellulose / 25%	75%	Gray
031	HA-11A Duct Board	CH / 85%	ND	15%	Gray

SUMMARY OF PLM BULK ANALYSIS RESULTS

MSE # P395PRO.1-	SAMPLE # DESCRIPTION	ASBESTOS TYPE & %	OTHER FIBROUS MATERIAL & %	% NON-FIBROUS MATERIAL	COLOR
032	HA-11B Duct Board	Assumed Positive See MSE# 031			
033	HA-11C Duct Board	Assumed Positive See MSE# 031			
034 (A)	HA-12A (A) Shingle	ND**	Glass / 25%	75%	Black
034 (B)	HA-12A (B) Felt	ND**	Cellulose / 75%	25%	Black
035 (A)	HA-12B (A) Shingle	ND**	Glass / 25%	75%	Black
035 (B)	HA-12B (B) Felt	ND**	Cellulose / 75%	25%	Black
036 (A)	HA-12C (A) Shingle	ND**	Glass / 25%	75%	Black
036 (B)	HA-12C (B) Felt	ND**	Cellulose / 75%	25%	Black
037 (A)	HA-13A (A) Sheet Floor	ND	Cellulose / 35%	65%	Gray
037 (B)	HA-13A (B) Mastic	ND**	Cellulose / 2%	98%	Yellow
038 (A)	HA-13B (A) Sheet Floor	ND	Cellulose / 35%	65%	Gray
038 (B)	HA-13B (B) Mastic	ND**	Cellulose / 2%	98%	Yellow
039 (A)	HA-13C (A) Sheet Floor	ND	Cellulose / 35%	65%	Tan
039 (B)	HA-13C (B) Mastic	ND**	Cellulose / 2%	98%	Yellow
040	HA-14A Sheet Floor	CH / 25%	Cellulose / 25%	50%	Gray

SUMMARY OF PLM BULK ANALYSIS RESULTS

MSE # P395PRO.1-	SAMPLE # DESCRIPTION	ASBESTOS TYPE & %	OTHER FIBROUS MATERIAL & %	% NON-FIBROUS MATERIAL	COLOR
041	HA-14B Sheet Floor	Assumed Positive See MSE# 040			
042	HA-14C Sheet Floor	Assumed Positive See MSE# 040			
043	HA-15A Felt Paper	ND**	Cellulose / 75%	25%	Black
044	HA-15B Felt Paper	ND**	Cellulose / 75%	25%	Black
045	HA-15C Felt Paper	ND**	Cellulose / 75%	25%	Black

NOTES:

ND = None Detected CH = Chrysotile A = Amosite AC = Actinolite
CR = Crocidolite AN = Anthophyllite TR = Tremolite

For samples consisting of separate components, each component is analyzed and reported separately.

Results apply only to items tested. Quantification is accurate to within ± 10%. Results from this report must not be reproduced, except in full, with the approval of McCall & Spero Environmental, Inc. This report must not be used to claim product endorsement by NVLAP or any agency of the U.S. Government.

** EPA recommends that bulk materials found negative for asbestos or less than one percent asbestos by polarized light microscopy that fall into one of five dominantly nonfriable categories be reanalyzed by an additional method, such as transmission electron microscopy. (EPA Notice of Advisory, FR Vol. 59, No. 146 & Test Method EPA 600/ R-93/ 116).

Analyst: M. Allison Brown, B.A. M Allison B

McCall and Spero Environmental, Inc.
Specialists in Microanalysis

1831 Williamson Court • Suite 100 • Louisville, KY 40223
Phone (502) 244-7135 • (800) 841-0180 • FAX (502) 244-7136
E-mail: customerservice@mselabs.com • Website: www.mselabs.com

BULK SAMPLE CHAIN OF CUSTODY FORM

Company: PEC, Inc **Telephone #** (865) 687-5835 **Fax #:** (865) 687-5836
Contact: Richard D. Murphy **Client Project Number:** PEC 02-15-013/01
Relinquished by: Richard D. Murphy **Date:** 3-4-15 **Time:** 1200
Written Report To: Richard D. Murphy
Project Name: City of Oak Ridge - 105 Wadell
Turn-Around (Circle One): Same Day 24 Hour (2-3 Day) 4-5 Day Weekend Rush After Hour Rush
Analysis Requested (Circle One): (PLM Bulk Analysis) TEM Qualitative Analysis TEM Quantitative Analysis (4-5 Day)

For Laboratory Use Only *- Stop on 1st positive per HA# or material - RM

MSE Project # P395PRO.1 **Method:** EPA/600/R-93/116
Samples Received by: [illegible] **Date:** 3-9-15 **Time:** [illegible]

Client Sample Number	Location	Sample Description	Sampled By
HA# 1-A,B,C	105-B - Kitchen	12"x12" White w/ black diamond pattern sheet flooring	RM
2-A	105-B - Living Room	Smooth gypsum ceiling board with tape + joint compound	RM
2-B	105-B - Kitchen	↓	RM
2-C	105 - Dinning Room	↓	RM
3-A	105B - Upstairs Bedroom	Textured ceiling Board, tape + joint compound	RM
3-B	105 - Upstairs Bedroom	↓	RM
3-C	105 - Upstairs Bathroom	↓	RM
4-A	105B - Kitchen	Gypsum wallboard w/ groove joint	RM
4-B	105 - Kitchen	↓	RM
4-C	105 - Stairwell	↓	RM
5-A,B,C	105B - Upstairs Bathroom	White 12"x12" Floor tile + 2 layers of sheet flooring	RM
6-A,B,C	105 - Dinning Room	Grey diamond pattern sheet flooring	RM
7-A,B,C	105 - Dinning Room	TSI pipe insulation	RM
8-A,B,C	105 - Kitchen	White w/ black diamond + black specks sheet flooring	RM
9-A,B,C	105 - Upstairs Bathroom	White sheet flooring + blue w/ shell pattern	RM
10-A	105B - Laundry Room	Smooth gypsum wallboard	RM
10-B	105B - Laundry Room	↓	RM
10-C	105 - Dinning Room	↓	RM
11-A	105 - Upstairs Bedroom	HVAC Duct Board or coating	RM
11-B	105B - Closet @ laundry room	↓	RM
11-C	105B - Pantry - Kitchen	↓	RM

McCall and Spero
Environmental, Inc.
Specialists in Microanalysis

1831 Williamson Court • Suite 100 • Louisville, KY 40223
Phone (502) 244-7135 • (800) 841-0180 • FAX (502) 244-7136
E-mail: customerservice@mselabs.com • Website: www.mselabs.com

Client Sample Number	Location	Sample Description	Sampled By
HA# -12-A,B,C	105B-Roof	Asphalt shingle, felt paper	RM
-13-A,B,C	105-Closet in Examing Room	-Blue + White sheet Flooring	RM
-14-A,B,C	105B-Kitchen cabinet under sink	-Tan & Gold sheet Flooring	RM
-15,A,B,C	Crawlspace	Black felt paper	RM

Results Transmitted/Date:_____ Fax/Phone By: _____

APPENDIX C

DRAWINGS OF ASBESTOS SAMPLE LOCATIONS

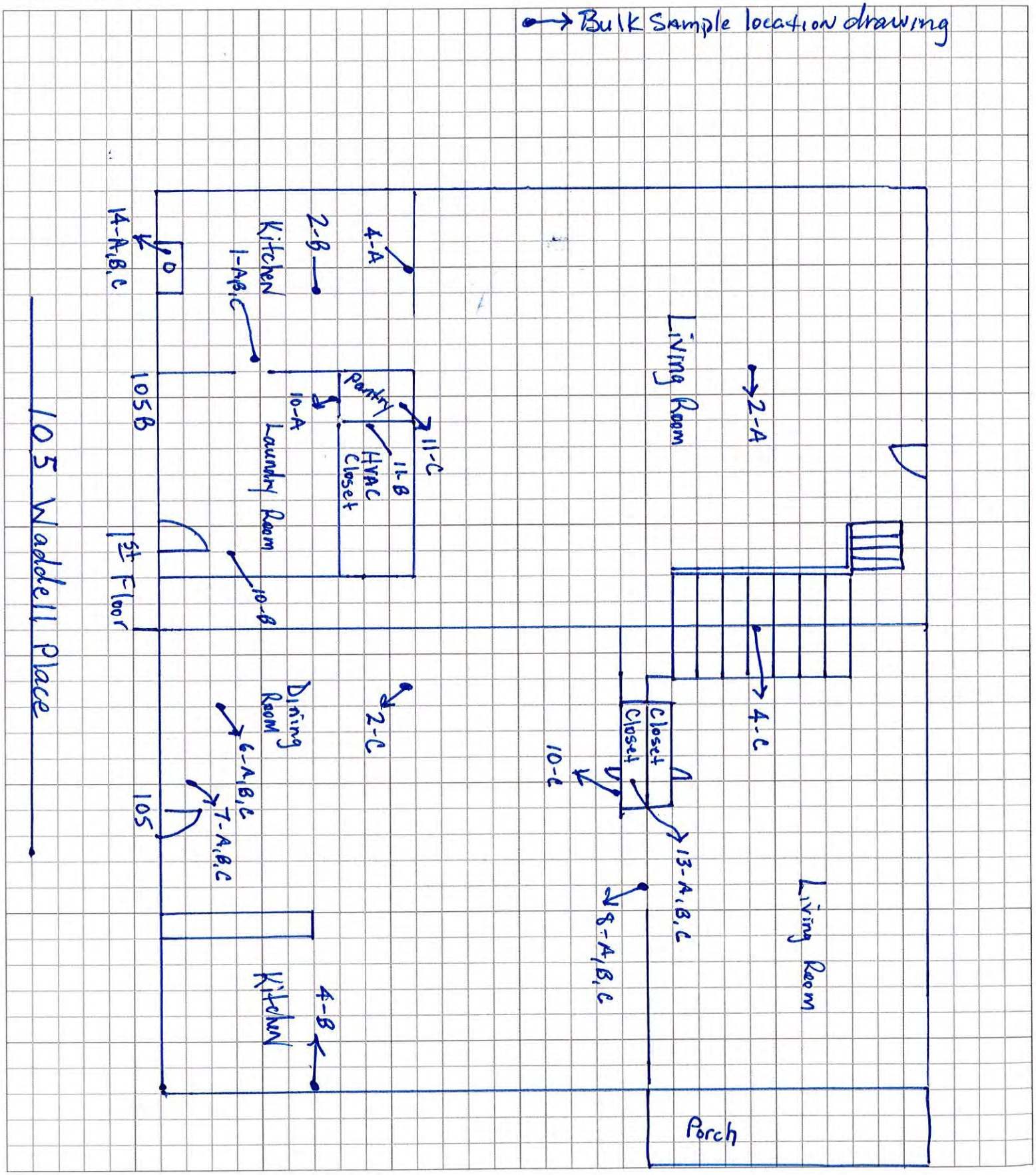
PEC

Professional Environmental Consulting, Inc.
2900 Tazewell Pike, Suite E (865) 687-5835
Knoxville, TN 37918 www.pecinc-usa.com

Hazardous Materials Survey

Project No. PEC02-15-013	Sheet 1 of 2
Job Name City of Oak Ridge - 105 Waddell Place	
By Rick Murphy	Date 3-5-15
Checked By	Date

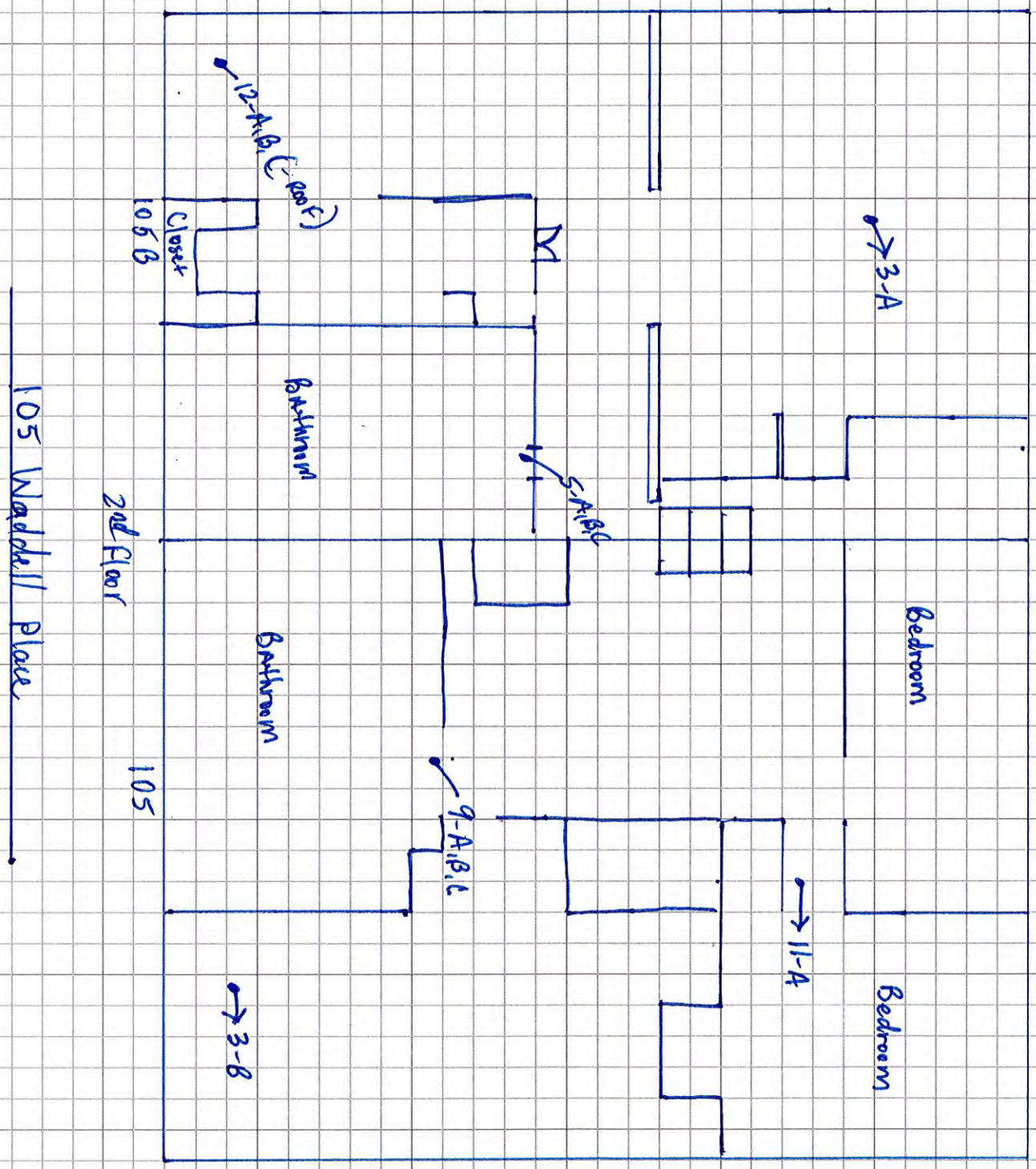
→ Bulk Sample location drawing



PEC

Professional Environmental Consulting, Inc.
2900 Tazewell Pike, Suite E (865) 687-5835
Knoxville, TN 37918 www.pecinc-usa.com

Project No.	Sheet 2 of 2
Job Name	
By	Date
Checked By	Date



APPENDIX D
PHOTOGRAPHS OF PROPERTY AND HOMEGENOUS AREA

Photo #1:Picture of 105 and 105B Waddell Place, Oak Ridge, TN.

Photo #2: HA#1-Non asbestos white wit black diamond pattern sheet flooring in kitchen of 105B.

Photo #3: HA#2-Asbestos gypsum ceiling board throughout both sides of unit.

Photo #4: HA#3-Textured ceilings with assumed asbestos containing joint compound in both sides of unit.

Photo #5: HA#4-Asbestos containing joint compound on gypsum wallboard with grooved edge lower level on both sides of unit.

Photo #6: HA#5-Non asbestos white 12”x12” floor tile with asbestos sheet flooring beneath plywood subfloor in bathroom on unit 105B.

Photo #7: HA#6-Non asbestos grey diamond pattern sheet flooring in dining room of 105.

Photo #8: HA#7-Non asbestos pipe insulation above ceiling at entrance to 105.

Photo #9: HA#8-Non asbestos white with black diamond pattern sheet flooring and additional layer of sheet flooring in kitchen of 105.

Photo #10-HA#9-Non asbestos white with blue sea shell pattern sheet flooring in bathroom of unit 105.

Photo #11: HA#10-Smooth gypsum wallboard with asbestos joint compound in lower level on both sides of unit.

Photo #12: HA#11-Asbestos duct board in walls and ceilings of unit.

Photo #13: HA#12-Non asbestos asphalt roof shingle and felt paper.

Photo #14: HA #13-Non asbestos blue and white sheet flooring in downstairs closet of 105.

Photo #15: HA#14-Asbestos tan and gold sheet flooring beneath kitchen sink cabinet in unit 105B.

Photo #16: HA#15-Non asbestos asphalt felt paper on foundation block in crawlspace.

Photo #17: Rusted paint cans and trash in crawlspace.

Photo #18: Trash in crawlspace.

Photo #19: Empty paint can and empty gasoline container in crawlspace.

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 FY2016-018: Abatement and Demolition to be opened July 1, 2015, at 2:00 p.m., local time."

Late bids are not accepted.

BID FORM

Project: <u>Abatement and Demolition of Residential Structure – 105 Waddell Place</u>

In compliance with the Invitation for Bids, dated June 12, 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 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 105 Waddell Place in accordance with the
Specifications/Scope of Work **Total** $_____

_____ Dollars and _____ Cents

Demolition and Clean-up of Residential Structure
at 105 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 _____, 2015.

_____
Notary Public

My Commission Expires:_____.

CONTRACT

THIS CONTRACT entered into this _____ day of _____, 2015, 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 105 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 December 31, 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. After hazard abatement has been completed and cleared, the Contractor shall secure the site and provide access to the Fire Department for commencement with pre-burn activities and 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 shall immediately proceed with final demolition of the remaining structure/accessories 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~~ (waived by the City prior to bidding)

~~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 – Independent Contractors

The parties acknowledge that the relationship created under this Contract is that of independent contracting parties and this Contract does not create a general agency, joint venture, partnership, employment relationship or franchise between the parties. Neither party shall represent itself to be an agent of the other, nor shall it execute any documents or make any commitments to any contractual or other obligations with third parties.

ARTICLE 22 – 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