INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

Fire Station No. 1 Parking Lot Surfacing
(FY2023-003)

BID OPENING

July 20, 2022
2:00 PM, Local Time

at
Central Services Complex Conference Room
City of Oak Ridge
100 Woodbury Lane
P. O. Box 1
Oak Ridge, Tennessee 37831-0001

Telephone: 865-425-1819
E-mail: Imajeski@oakridgetn.gov
Attn: Lyn Majeski
INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

FY2023-003

Fire Station No. 1 Parking Lot Surfacing

Invitation

The City of Oak Ridge is hereby soliciting bids to furnish all labor, materials, supplies, tools, equipment, and other incidentals necessary to mill or remove existing asphalt pavement from driveway and parking area and install a new overlay asphalt surface as described in the project specifications in strict accordance with the terms and provisions of the attached sample contract. The City will receive bids for this project until 2:00 PM, local time, July 20, 2022. At that time, the City will publicly open all received bids in the Central Services Complex Conference Room at 100 Woodbury Lane, Oak Ridge, Tennessee 37830.

All bids must be completed and submitted on the Bid Form provided. The bid must include all options in this Invitation to bid unless the Bid Form provides otherwise. Bidders shall submit their bids 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. The City will not accept electronic bids, late bids, unmarked envelopes, and/or incorrectly marked envelopes and will not open such bids.

Mandatory Pre-bid Conference

There is no pre-bid conference for this project.

General Scope of Work

The scope of work is set forth in the attached project specifications, project drawings, and sample contract. This project entails the provision of all labor, materials, supplies, tools, equipment, and other incidentals necessary to mill or remove existing asphalt pavement from the driveway and parking area and install a new overlay asphalt surface as described in the project specifications. This project is located at Fire Station No. 1, 2098 Oak Ridge Turnpike, Oak Ridge, Tennessee 37830. A detailed description of the work is set forth in Attachment A, which includes a specific description of the required finished product and the materials to be used.

Discrepancies

Should a bidder find any discrepancies in, or omissions from, the bid documents, or should the bidder be in doubt as to the meaning of any term, the bidder shall at once notify Lyn Majeski at lmajeski@oakridgetn.gov and obtain an interpretation or clarification before submitting a bid. The bidder must submit such notifications, questions, or clarification requests in writing, preferably by e-mail.

Any interpretation or clarification given in accordance with this provision shall be in writing and the City shall distribute it to all known bidders. Only questions answered in writing will be binding. Oral and other interpretations or clarifications will be without legal effect. All questions must be submitted to Lyn Majeski in writing.

Prices

The bidder shall submit unit prices as specified on the Unit Price Table of the Bid Form. The total price shall be a summation of the unit price table. Discrepancies between the total price and unit pricing shall be resolved in favor of the unit prices. By submitting a bid, the bidder agrees that this bid document shall be included in and made a part of the contract between the City and the successful bidder. Discrepancies between words and figures will be resolved in favor of the words.
**Withdrawal of Bids**

Bidders may withdraw this bid upon written or electronic request received by the City before the time fixed for opening the bids. Such written requests must be signed by a company official on company letterhead and indicate the specific bid project and bid price to be withdrawn to verify the bidder's identity. Oral withdrawal requests made in person or by telephone shall not be honored. Withdrawal requests must be made in writing.

**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.

**Examination of Drawings, Specifications, and Site of Work**

Each bidder shall carefully examine the drawings, read the specifications and all other proposed contract documents, and visit the work site before submitting a bid. Each bidder shall fully inform itself before bidding about all existing conditions and limitations under which the work will be performed. The bidder shall include a sum to cover all costs of all items necessary to perform the work as outlined in the proposed contract documents. No allowance will be made to any bidder because of a lack of such examination or knowledge. The submission of a bid will be construed as conclusive evidence that the bidder has made such examinations.

**Proof of Competency of bidder**

All bidders shall be duly licensed contractors in the State of Tennessee and shall have any required manufacturer’s approval for installation of the work described in the attached project specifications, project drawings, and sample contract documents, as applicable. This requirement extends to all subcontractors and others herein as such licensing laws apply.

**References**

Upon the City’s request, each bidder shall furnish at least three (3) references for whom bidder performed work like that covered the attached project specifications, project drawings, and sample contract documents.

**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 upon request.

**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 that has quoted prices to a bidder is not disqualified from quoting prices to other bidders or submitting a bid directly for the work; however, the City will not consider more than one bid for the same work from an individual or entity under the same or different name.
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 in addition to a certificate holder.

Bid Surety

Each bid shall be accompanied by a bid guarantee payable to the City in the amount of ten percent (10%) of the total bid amount. The form of the bid guarantee shall be a bid bond or other suitable instrument (i.e., cashier’s check, certified check, or letter of credit). The bid guarantees of unsuccessful bidders shall be returned to them by the City within fifteen (15) consecutive calendar days after executing a contract.

City Officers and Employees Not to Have Financial Interest

The City shall not execute a contract any officer or employee of the City or any firm or corporation in which any officer or employee of the City has a financial interest.

Compliance with All Laws, Ordinances, Statutes, and Regulations

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 due to the City, including, but not limited to, taxes, licenses, and fees.

Tobacco Products

The selected bidder and its employees/subcontractors shall comply with all building policies, regulations, schedules, and rules as set out and required by the City. Please note that smoking (including e-cigarettes and vapes) and the use of tobacco products (chewing, smokeless tobacco, or smokeless tobacco analogues) is prohibited in City parks and facilities. For any work done at City facilities, any smoking occurring outside of the buildings must occur at least fifty (50) feet away from any entrance, open window, or other opening into which smoke could infiltrate the building. Spent smoking materials must be properly discarded and not littered on the grounds. Blankenship Field is a City park and school facility; pursuant to Tennessee Code Annotated § 39-17-1604, tobacco use in any form (including, but not limited to, e-cigarettes, vapes, smokeless tobacco, and smokeless tobacco analogues) is strictly prohibited.

Anti-Discrimination

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

TDOT Prequalification

The selected bidder must be TDOT Prequalified in accordance with the State of Tennessee Prequalification of Contractor Rule 1680-5-3. The bidder shall submit proof of its TDOT Prequalification status along with its bid response. The failure to include proof of TDOT Prequalification shall result in the bid being rejected.

Competency of Workers / Background Checks

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

**Drug-Free Workplace Affidavit Form**

Bidders shall submit the included Drug-Free Workplace Affidavit form with their bids.

**Iran Divestment Act**

Tennessee Code Annotated § 12-12-101, *et. seq.*, requires all bidders to certify their compliance with the Iran Divestment Act. By signing and submitting the attached Bid Form, bidders hereby certify such compliance.

**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 City's best interest. The City reserves the right to award the contract to more than one bidder if in the City's best interest. The successful bidder(s) shall be required to execute the attached contract. The City anticipates submitting this contract for approval by the City Council (governing body) on August 8, 2022.

**Timeframe for Completion**

Time is of the essence for this Contract. Work shall not commence until the City issues a Notice to Proceed. The selected bidder should anticipate starting work as soon as possible. The selected bidder shall complete its work as soon as practical, but no later than sixty (60) days from issuance of the Notice to Proceed, unless the parties approve an alternate schedule in writing.

It is possible that the schedule will be adjusted to an earlier start date and an earlier completion date if the contract is awarded at a special meeting of City Council.

**Liquidated Damages**

Work shall be completed in such a manner as to minimize disruption to City activities to the extent possible. Damages associated with any delay in the project would be difficult to determine; therefore, this Contract will have liquidated damages in the amount of $500.00 for each and every day of delay of the work under the Contract.

**Warranty**

The required warranties are set forth in the attached project specifications, project drawings, and sample contract documents.
Bid Submittal Instructions

Each bid must be submitted in an opaque sealed envelope marked and addressed on the outside as follows:

From: Bidders 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 the 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 Attn: Lyn Majeski
Finance Department Finance Department
City of Oak Ridge City of Oak Ridge
100 Woodbury Lane P.O. Box 1
Oak Ridge, TN 37830 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 above. Bids submitted by mail should indicate on the outside envelope, lower left corner, the following: “Sealed bid for FY2023-003: Fire Station No. 1 Parking Lot Surfacing to be opened July 20, 2022, at 2:00 PM, local time” to ensure the bid is delivered to the appropriate person at the City in a timely fashion. Late bids are not accepted and will not be opened.
BID FORM

Project: Fire Station No. 1 Parking Lot Surfacing

In compliance with the Invitation for Bids, the undersigned bidder:

__________________________________________________________

Fill in as Appropriate:

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

* a partnership consisting of:

__________________________________________________________

__________________________________________________________

* an individual trading as:

__________________________________________________________

__________________________________________________________

__________________________________________________________

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 attached project specifications, project drawings, and sample contract documents.

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 understands that the City reserves the right to reject any or all bids and waive any informality in the bidding.

Bidder agrees that this bid shall be good for ninety (90) days from the opening date. The successful bidder shall sign and return the contract for this project within ten (10) days of receipt from the City, at which time this Bid Form will be incorporated by reference and said bid price will be the compensation used for payment under the contract.

Contractor acknowledges the receipt of the following Addenda:

Including Addenda # ____________________________ Dated: ____________________________

Including Addenda # ____________________________ Dated: ____________________________

Including Addenda # ____________________________ Dated: ____________________________
The undersigned, having become thoroughly familiar with the terms and conditions of the proposed project specifications, project drawings, and sample contract documents ("project documents") and with the local conditions affecting the performance and cost of the work at the work site; and having fully inspected the site in all particulars, through this bid, proposes and agrees to fully perform the work within the time stated in strict accordance with the project documents, including furnishing any and all labor, materials, and equipment, necessary to timely complete the work required, for the following sum of money:

A. Total Bid Price

The Total Bid Price for the provision of all labor, materials, supplies, tools, equipment, and other incidentals necessary to mill or remove existing asphalt pavement from driveway and parking area and install a new overlay asphalt surface as described in the project specifications at Fire Station No. 1, 2098 Oak Ridge Turnpike, Oak Ridge, Tennessee 37830, in accordance with the attached contract documents, project specifications, and drawings. This section shall be a summation of the Unit Price Table, below:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>x Column A Unit Price</th>
<th>= Column B Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Uniform Depth Milling, (2.0&quot; Deep)</td>
<td>Sq. Yd.</td>
<td>1,320</td>
<td>x</td>
<td>$</td>
</tr>
<tr>
<td>2.</td>
<td>2.0&quot; Hot-Mix Overlay, (TDOT “E”)</td>
<td>Sq. Yd.</td>
<td>1,320</td>
<td>x</td>
<td>$</td>
</tr>
<tr>
<td>3.</td>
<td>Leveling Mix, (TDOT “CS”)</td>
<td>Ton</td>
<td>40</td>
<td>x</td>
<td>$</td>
</tr>
<tr>
<td>4.</td>
<td>Excavation and Subgrade Repair</td>
<td>Sq. Yd.</td>
<td>80</td>
<td>x</td>
<td>$</td>
</tr>
</tbody>
</table>

TOTAL BID AMOUNT

TOTAL BID AMOUNT IN WORDS

$
C. Additional Information

1. The bidder understands that the City reserves the right to reject this bid, but bidder shall not withdraw this bid for ninety (90) days from the date prescribed for its opening.

2. If the City notifies the bidder in writing of its acceptance of this bid within ninety (90) days after the date set for the public bid opening, the undersigned will execute and deliver to the City the contract documents in accordance with this bid as accepted. Bidder further warrants that it will furnish and deliver to the City any required documents and proof of insurance coverage within fifteen (15) days after receiving the notification of the City’s acceptance of this bid.

3. The City shall issue notice of acceptance or requests for additional information to the undersigned at the address on the following page, if necessary.

4. Statement of Compliance with the Iran Divestment Act: By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

5. The names of all persons interested in the foregoing bid are the principals.

6. Bidder warrants that it is TDOT Prequalified in accordance with the State of Tennessee Prequalification of Contractor Rule 1680-5-3, and proof of such prequalification is included with this bid response.

IMPORTANT NOTICE: If the bidder or other interested person is a corporation, give the legal name of the corporation, state where incorporated, and names of the President and Secretary; if a partnership, give the name of the firm and names of all individual copartners composing the firm; if bidder or other interested person is an individual, give first and last names in full.

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

By: ________________________________ Phone: ________________________________
Signature

Name: ________________________________ Fax: ________________________________

Title: ________________________________ E-mail: ________________________________
Business
Name: ________________________________ Date: ________________________________
Mailing
Address: ________________________________ Physical

Address: ________________________________

Tax ID ________________________________ TN Contractor’s License Number ________________________________
Number: ________________________________

NOTE: In accordance with the Invitation to Bid, the following attachments are required: a Bid Bond of ten percent (10%) of the total bid price, the Drug-Free Workplace Affidavit, and a copy of the bidder’s current state contractor’s license, and proof of the Bidder’s TDOT Prequalification.
BID BOND

FY2023-003

KNOW ALL MEN BY THESE PRESENTS,

That we, ________________________________, of ________________________________, a corporation duly organized under the laws of the State of ________________________________, as Principal, and the ________________________________, of ________________________________, as Surety,

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

WHEREAS, the Principal has submitted a bid for the Fire Station No. 1 Parking Lot Surfacing project.

NOW THEREFORE, if the Obligee accepts the bid of the Principal, enters into a contract with the Principal in accordance with the terms of that bid, and the Principal gives such bond in accordance with the Invitation to bid and Instructions to bidders—with sufficient surety for the faithful performance of such contract—then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In the event the Principal and the Obligee fail to enter such contract, and if the Principal must pay the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Signed and sealed this ____________ day of _________________ 2022.

IN THE PRESENCE OF:

Witness ________________________________  Principal ________________________________

Witness ________________________________  Title ________________________________

Surety ________________________________  Title ________________________________

FY2023-003: Bid Bond (Fire Station No. 1 Parking Lot Surfacing)  
Page 1 of 1
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, for construction services, states as follows under oath:

A. That the undersigned is a principal officer of ______________________________________ (the “Company”) and is duly authorized to execute this Affidavit on behalf of the Company.

B. 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, 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.


Further affiant saith not.

______________________________________________
Principal Officer

STATE OF __________________________ )
COUNTY OF ________________________ )

Before me personally appeared ______________________________ with whom I am personally acquainted (or proved to me based on 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 ______________________ 2022.

Notary Public ______________________________

My Commission Expires: ______________________
SAMPLE CONTRACT
Fire Station No. 1 Parking Lot Surfacing

This Contract is executed August 8, 2022, by and between the City of Oak Ridge, Tennessee, a municipal corporation, (“the City,”) and, ________, (“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 mill or remove existing asphalt pavement from driveway and parking area and install a new overlay asphalt surface as described in the project specifications. This project is located at Fire Station No. 1, 2098 Oak Ridge Turnpike, Oak Ridge, Tennessee 37830. Contractor shall complete this project in strict accordance with the terms and provisions of this Contract, the project specifications, the project drawings, and the bid of Contractor attached hereto.

In performance of this Contract, Contractor binds itself 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, 2022. Upon execution of this Contract, Contractor shall be prepared to begin the work to be performed under the Contract, however work shall not commence until the City issues a Notice to Proceed. Work shall be completed as soon as practical, but no later than sixty (60) days from the City’s issuance of a Notice to Proceed, unless an alternate schedule is approved by the parties in writing. Time of is the essence for this Contract.

ARTICLE 3: Changes

A. The City may, by written order and without notice to the Sureties, make changes in the specifications of this Contract within the general scope thereof. If any such changes cause an increase or decrease in the scope of this Contract or in the time required for its performance, the City shall make an equitable adjustment and shall modify this Contract in writing accordingly.

B. Should Contractor encounter materially different conditions from those shown in the specifications, Contractor shall notify the City in writing immediately of such conditions before they are disturbed. The City shall promptly investigate the conditions and—if it finds that they do so materially differ from those specified—shall modify this Contract to provide for any increase or decrease of cost and time difference from said conditions.

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 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. If Contractor fails to proceed at once to correct such defective workmanship, the City may proceed with such corrective work and Contractor shall be liable for all direct costs incurred as a result of the correction.
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 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.

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 the City gives notice 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 Contractor’s surety.

ARTICLE 5: Site Investigation

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 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. Contractor shall be liable to the City for any excess cost occasioned thereby. If the City terminates this Contract under this Article, the City may take possession of and utilize all materials, appliances, tools, and equipment as may be on the work site necessary to complete the work.

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 Contractor $__________ in accordance with Contractor’s bid sheet, which is incorporated by reference into this Contract. Payment shall be made in accordance with the Specifications. The compensation provided for herein is the entire compensation to be provided. Any work or fees beyond the scope of the attached quotation shall be by written authorization by the City.

ARTICLE 8: Final Payment

Upon completion of the work covered by this Contract, and before final payment, Contractor shall furnish the City evidence that Contractor has fully paid all materials’ suppliers, all labor, and all other employees who performed work pursuant to this Contract. Upon final payment, the City is to be released from all liability whatsoever growing out of this Contract.

ARTICLE 9: Designated Representatives

The parties hereby designate the following individuals as their respective representatives pertaining to the work or services to be performed or furnished by Contractor and the responsibilities of the City under this Agreement. Such individuals have the authority to transmit instructions and receive information relative to this Agreement on behalf of the parties. The designated representatives for the parties are as follows:

City: Contractor:
ARTICLE 10: Indemnification by Contractor

Contractor agrees to protect, indemnify, and hold harmless the City from and against all claims for injury, death, or destruction of property resulting from any act or omission on the part of Contractor, Contractor’s employees, Contractor’s subcontractors, anyone for whose acts Contractor is responsible, others whose services Contractor engages, or anyone directly or indirectly employed in the performance of this Contract. Contractor shall not be liable to indemnify the City for such injuries, destruction, or death caused by the City’s sole negligence or fault. Contractor’s duties under this article shall extend to all the City’s consultants, agents, and employees. “Claims” as used in this article shall include: all direct, indirect, and consequential losses, expenses, damages, charges, and costs including, but not limited to, fees, charges, or other expenses for engineers, architects, attorneys, other professionals, or court costs.

Upon notice, Contractor shall promptly defend any action stemming from an aforementioned claim. In any and all claims against the City by any of Contractor’s employees, Contractor’s subcontractors, anyone for whose acts Contractor is responsible, others whose services Contractor engages, or anyone directly or indirectly employed in the performance of this Contract, Contractor’s indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any subcontractor under the workers’ compensation acts, disability benefit acts, or other employee benefit acts. The limits of insurance required in this Contract shall not limit Contractor’s obligations under this article.

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

ARTICLE 11: Rate of Progress

Notwithstanding any other provisions in this Contract, Contractor shall furnish sufficient labor, materials, supplies, tools, and equipment necessary to complete performance of this Contract in accordance with the approved schedules for completion. Contractor shall work the necessary hours, including overtime, Sundays, or Holidays, to timely complete performance. Should Contractor refuse or fail to comply with its obligations under this Article after receipt of a written directive or request by the City for Contractor to furnish additional labor, materials, supplies, tools, equipment, or work additional hours, including overtime, Sundays, and/or Holidays, the City may terminate Contractor’s right to proceed with the whole or any part of the work under this Contract.

ARTICLE 12: Compliance with All Laws, Ordinances, Statutes, and Regulations

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

ARTICLE 13: Insurance

During the period of Contractor’s performance of this Contract, Contractor shall 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.

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 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:
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)

<table>
<thead>
<tr>
<th></th>
<th>Bodily Injury</th>
<th>Property Damage</th>
<th>Or Combined Single Limit of</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence</td>
<td>$300,000</td>
<td>$100,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$700,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 Contractor of responsibility for any losses not covered by the above-required policies.

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

ARTICLE 14: Permits and Licenses

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

ARTICLE 15: Subcontracting and Assignment

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

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 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.

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 Contractor is for the acts and omissions of persons directly employed by Contractor.

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 Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give Contractor the same power as regards terminating any subcontract that the City may exercise over Contractor under any provision of the Contract Documents.

Nothing in this Contract shall create any contractual relationship between any subcontractor and the City.

ARTICLE 16: Superintendence by Contractor

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 Contractor.
ARTICLE 17: Termination

Notwithstanding any other provisions in this Contract, Contractor shall furnish sufficient labor, materials, supplies, tools, and equipment necessary to complete performance of this Contract in accordance with the approved schedules for completion.

Should Contractor refuse or fail to comply with its obligations, violate any of the provisions of this Contract, or if the quality or quantity of the work performed is unsatisfactory, then the City shall have the right to cancel this Contract upon thirty (30) days written notice to Contractor. Unsatisfactory work is work that is below the industries standard of care in the sole judgment of the City. If the City terminates the Contract under this Articles, it shall complete the work undertaken by Contractor without incurring any liability to Contractor except to pay Contractor the fair value to the City of the work satisfactorily performed by Contractor.

ARTICLE 18: Termination of Contract for Cause

If, through any cause, Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract, or if 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 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 Contractor under this Contract shall, at the option of the City, become the City’s property and Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, 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 Contractor, and the City may withhold any payments to Contractor for the purpose of set-off until such time as the exact amount of damages due to the City from Contractor is determined.

ARTICLE 19: Anti-Discrimination

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

ARTICLE 20: Personnel

Contractor represents that it has, or will, secure at 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.

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

ARTICLE 21: Reports and Information

At such times and in such forms as the City may require Contractor shall furnish periodic reports as are 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 Contractor’s and Contractor’s subcontractors’ financial records pertaining to this project.

ARTICLE 22: Liquidated Damages

The City and Contractor hereby agree that any damage amount for delay in the completion of this Contract’s work is unknown and would be difficult—if not impossible—to estimate. Therefore, the parties agree that Contractor shall pay to the City as liquidated damages, and not as penalty, the amount of $500.00 for each and every day of delay beyond the term specified for completion of the work under this Contract.

ARTICLE 23: Independent Contractor

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 24: Governing Law

This Contract is governed by the laws of the State of Tennessee. Any lawsuit between the parties arising out of this Contract shall have its venue solely within the state courts of Anderson County, Tennessee or the Federal District Court for the Eastern District of Tennessee in Knoxville, Tennessee, as appropriate.

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 OF OAK RIDGE

______________________________  ______________________________
Tammy M. Dunn, City Attorney   Mark S. Watson, City Manager

CONTRACTOR

______________________________
Signature

______________________________
Printed or Typed Name and Title

Tax ID Number:  __________________

Attachments: Project Specifications  Project Drawings  bid Documents  Contractor’s bid

Approved by Resolution:
LABOR AND MATERIAL BOND
FY2023-003

KNOW ALL MEN BY THESE PRESENTS,

That we, _____________________________________________, as Principal,

and the _____________________________________________, as Surety,

are held firmly bound unto the City of Oak Ridge, Tennessee, (“Obligee”), in the sum of:

______________________________________________ Dollars $

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

WHEREAS, said Principal executed a certain Contract with Obligee dated August 8, 2022, (“the Contract”) for the full and complete performance of all labor, materials, supplies, and equipment necessary to furnish all labor, materials, supplies, tools, equipment, and other incidentals necessary to mill or remove existing asphalt pavement from driveway and parking area and install a new overlay asphalt surface as described in the project specifications, which the Contract and specifications for said work shall be deemed a part hereof as if fully set out herein.

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

A. Any person, firm, or corporation that furnished labor, materials, fuel, or supplies, for or in the prosecution of the work provided for in said Contract, shall have a direct right of action against the Principal and Surety of this Bond. This right of action shall be asserted in a proceeding instituted in the state courts of Anderson County, Tennessee. Such right of action shall be asserted in a proceeding instituted in the name of the Claimant or Claimants for their use and benefit against said Principal and Surety or either of them, in which action such claim or claims shall be adjudicated and judgment rendered thereon. No such action shall be initiated later than one year after the final settlement of said Contract.

B. The Principal and Surety hereby designate and appoint the City Manager of the City of Oak Ridge, Tennessee, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this Bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

C. The Surety shall not be liable hereunder for any damages or compensation recoverable under any worker’s compensation or employers’ liability statute.

D. This bond is furnished in compliance with Tennessee Code Annotated § 12-4-201, et seq.

E. In Witness whereof the parties hereto have executed this agreement on the day and date first above written in two counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original contract.
SIGNED, SEALED, AND DELIVERED this ________ day of ______________________, 2022.

__________________________________________
Witness

__________________________________________
Principal

__________________________________________
Witness

__________________________________________
Surety
COMPLETION AND PERFORMANCE BOND
FY2023-003

KNOW ALL MEN BY THESE PRESENTS,

That we, ____________________________________________, as Principal,

and the ____________________________________________, as Surety,

are held firmly bound unto the City of Oak Ridge, Tennessee, (“Obligee”), in the sum of:

______________________________________________ Dollars $

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

WHEREAS, said Principal executed a certain Contract with Obligee dated August 8, 2022, ("the Contract") for the full and complete performance of all labor, materials, supplies, and equipment necessary to furnish all labor, materials, supplies, tools, equipment, and other incidentals necessary to mill or remove existing asphalt pavement from driveway and parking area and install a new overlay asphalt surface as described in the project specifications, which the Contract and specifications for said work shall be deemed a part hereof as if fully set out herein.

NOW, THEREFORE, the condition of this obligation is such that, if Principal shall promptly and faithfully perform said Contract, including all the obligations thereunder, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

Whenever Principal shall be, and declared by City to be, in default under the Contract or any part thereof, the City having performed its obligation thereunder, the Surety may promptly remedy the default, or shall promptly at the City’s option:

1. Complete the Contract in accordance with its terms and conditions; or,

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

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

SIGNED AND SEALED THIS _______ DAY OF __________________, 2022, IN THE PRESENCE OF:

(Seal)

Witness ____________________________________________ Principal

(Seal)

Witness ____________________________________________ Surety

FY2023-003: Completion and Performance Bond (Fire Station No. 1 Parking Lot Surfacing)
Page 1 of 1
SECTION 1.0 SCOPE OF WORK

The words “OWNER” and “CITY” may be used interchangeably.

The project is located at Oak Ridge Fire Station No. 1, 2097 Oak Ridge Turnpike. A location drawing and plan view drawing is attached.

This project is for resurfacing of a City-owned driveway and parking area. The selected Contractor shall furnish all labor, materials, supplies, tools, equipment, and other incidentals necessary to mill or remove existing asphalt pavement from the driveway and parking area and install a new overlay asphalt surface.

It is the City’s policy to follow TDOT methods and specifications. Any references to “TDOT Regulations,” “TDOT Specifications,” or “TDOT Sections” shall refer to the most recent version of the Tennessee Department of Transportation Standard Specifications For Road And Bridge Construction.

All work shall be completed in accordance with Sections two (2) through four (4) and seven (7) through eleven (11) and of the TDOT Specifications, specifically sections 411, 407, 903, and 904.

Contractor’s vendor(s) shall only supply all new materials for use and such materials must be approved by the City Engineer or his designee. The TDOT “E” asphalt mix design shall allow for a proper overlay installation, which will result in a uniformly compacted depth as specified in section 4.3.

1.1 DELETION OR ADDITION OF QUANTITIES FOR PARKING LOT

Funding for this project is established by the City of Oak Ridge project budget. After all bids have been opened and inspected by the City, it may be necessary for the City to delete or add quantities based on Contractor’s unit prices bid to meet budgetary limitations. The City shall advise Contractor if such steps are necessary.

If unforeseen circumstances occur during the project requiring unanticipated repairs resulting in unexpected costs, the City reserves the right to delete uncompleted quantities from the bid schedule after the project has begun.

SECTION 2.0 PREPARATORY WORK

2.1 MILLING OF EXISTING ASPHALT

Contractor will mill the entire asphalt surface to a depth of two (2) inches. Milling at pavement ends and where asphalt joins concrete driving surfaces shall be performed to allow a smooth, uniform, and level transition between surfaces.

Unless otherwise advised by the City, the milling material shall become the property of Contractor. Millings shall not be disposed of on private property adjacent to the work site.

2.2 PARKING LOT CLEANING

Before installing the tack coat for the new overlay, Contractor shall clean the pavement of all loose materials using power brooms or other means where necessary, including hand brooms. The City shall inspect and approve the cleaned pavement condition before Contractor installs the tack coat. Loose material shall become the property of Contractor and shall be removed from the site. The material shall not be allowed to pile up in or be disposed of in adjacent yards.
SECTION 3.0  TACK COAT

3.1  APPLICATION OF TACK COAT

The tack coat shall be applied at an approximate rate of 0.10 gallons per square yard or a rate otherwise approved by the City. After the tack coat has been applied, sufficient time shall be allowed for the separation of water and asphalt before the overlay surface is installed.

Contractor shall be responsible for any damage to private property caused by its negligence or its subcontractor’s negligence in preventing traffic from entering areas where tacking has been applied.

3.2  COMPENSATION FOR TACK COAT

Compensation for tack coat shall be included in the total unit cost of the hot-mix installation.

SECTION 4.0  INSTALLATION OF HOT-MIX OVERLAY

The overlay operation shall follow general Tennessee Department of Transportation (TDOT) standards and any City standards as herein specified. Any deviation from these standards must have prior approval from the City Engineer or City project representative.

4.1  TEMPERATURE OF ASPHALT MIX

The asphalt mix shall be applied at a minimum temperature of 225°F Fahrenheit. Asphalt not meeting this requirement will be rejected by the City project representative at no cost to the City. Asphalt installed by Contractor that does not meet the temperature requirements shall be removed and replaced by Contractor at their expense.

4.2  WEATHER CONDITIONS

Contractor shall halt overlay operations in the event of rain and/or as directed by the City project representative. The existing pavement must be dry before receiving the overlay. Contractor shall be responsible for the cost of removing and replacing any hot mix placed on a wet surface that fails to adhere to the existing surface. The pavement surface or air temperature shall be at least 50°F Fahrenheit during the overlay operation.

4.3  APPLICATION OF SURFACE COURSE

The paver shall spread the asphalt at a thickness, allowing a final compacted depth of two (2) inches.

The asphalt shall be installed in a manner that will avoid excessive separation of aggregate. The City shall have the right to determine what is excessive and to require Contractor to make proper corrective actions, including removal and replacement of the defective section of the overlay at Contractor’s expense before the City’s final approval of the work project. The City reserves the right to require Contractor to correct or replace any work which does not meet these specifications or is determined unsatisfactory.

4.4  COMPACTION OF SURFACE COURSE

Compaction shall be performed using a combination of equipment as specified in TDOT Subsection 407.07 or which has otherwise had prior approval of the City. Contractor shall use proper roller speeds and patterns to prevent irregularities in the finished pavement surface. Contractor shall correct any irregularities in the pavement surface objectionable to the City at Contractor’s sole cost.
SECTION 5.0  EXCAVATION AND SUBGRADE REPAIR

5.1  EXCAVATION BEFORE SUBGRADE REPAIR

After milling per section 2.1, if Contractor discovers poor subgrade conditions, it shall repair the subgrade under the direction of the resident project representative, as follows. Excavate twelve (12) inches before placement of backfill, binder, and surface course. Contractor may use conventional excavation equipment or milling machine at its discretion. Any dewatering will be considered incidental.

The excavated material will become the property of Contractor unless otherwise advised.

5.2  APPLICATION OF MINERAL AGGREGATE BASE MATERIAL

The mineral aggregate base shall conform with TDOT Type A Grade D per section 903.05 and shall be placed in accordance with TDOT section 303 when possible. Before placing mineral aggregate base, Contractor may be instructed to install a layer of geo-tech fabric supplied by the City. Labor for installation shall be considered incidental.

Compaction will be by rolling with a steel wheel roller when possible or using a “Wacker Packer” type device when the area is too small for a steel wheel roller.

Apply mineral aggregate base material at a compacted depth of not less than six (6) inches.

5.3  APPLICATION OF BITUMINOUS BASE COURSE

The bituminous base course will be applied in accordance with TDOT section 307, if possible. The base course material shall conform to TDOT specification 307-01.07 grade BM. The application shall not occur when the surface and ambient temperatures are less than 40° Fahrenheit. Receiving surface must be dry before application. Asphalt mix shall be applied at a minimum temperature of 225° Fahrenheit.

Compaction will be by rolling with a steel wheel roller when possible or using a “Wacker Packer” type device when the area is too small for a steel wheel roller.

Compacted depth of bituminous base course shall be not less than four (4) inches.

5.4  COMPENSATION

Compensation for items under sections 5.1 through 5.3 will be under pay item four (4) on the Unit Price Table. Compensation will be per square yard.

SECTION 6.0  DAMAGE, WORK HOURS, AND CLEAN UP

6.1  PROPERTY DAMAGE AND PERSONAL INJURY

Contractor shall be responsible and liable for all damage to private and public property and/or injuries to any person(s) that occur due to its negligence within any area of the work zone or otherwise caused by their work.

6.2  WORK SCHEDULE

Days and Hours of Work: Unless otherwise approved by the City Engineer or his designee, Contractor shall conduct all work between 7:30 AM and 6:00 PM, Monday through Friday.
6.3 CLEAN - UP

Contractor shall be responsible for the daily clean-up and removal of all construction debris, excess asphalt mix, other spoils, etc., from all work areas.

6.4 PAVEMENT MARKING

Striping and pavement marking will be by others.

SECTION 7.0 COMPENSATION

Compensation for item number one (1) on the Unit Price Table – Uniform Depth Milling shall be paid per square yard.

Compensation for item number two (2) on the Unit Price Table – Hot Mix Overly, which includes tack coat, asphalt surface mix, and all other incidentals, shall be included in and paid at the unit price per square yard of overlay.

Compensation for item number three (3) on the Unit Price Table – Leveling Mix shall be paid per ton.

Compensation for item number four (4) on the Unit Price Table – Excavation and Subgrade Repair, which includes placement of mineral aggregate base and bituminous base course, shall be paid per square yard.
FIRE STATION #1

AREA TO BE PAVED
11,795 SQ. FT.

SCALE: 1" = 40'