



**INVITATION TO BID AND INSTRUCTIONS TO BIDDERS**

**Oak Ridge Civic Center Indoor Pool Resurfacing  
(FY2023-035)**

**MANDATORY PRE-BID CONFERENCE**

**September 28, 2022  
10:00 AM, Local Time**

**at:**

**Oak Ridge Civic Center - Indoor Pool  
1403 Oak Ridge Turnpike  
Oak Ridge, Tennessee 37830**

**BID OPENING**

**October 13, 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: [lmajeski@oakridgetn.gov](mailto:lmajeski@oakridgetn.gov)  
Attn: Lyn Majeski**

## INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

FY2023-035

September 9, 2022

### Oak Ridge Civic Center Indoor Pool Resurfacing

#### Invitation

The City of Oak Ridge is hereby soliciting bids for the provision of all labor, materials, supplies, tools, equipment, and other incidentals necessary to resurface the Oak Ridge Civic Center Indoor Pool in strict accordance with the terms and provisions of the attached sample contract and attached specifications. The City will receive bids for this project until October 13, 2022, at 2:00 PM local time. 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

The City shall hold a mandatory pre-bid conference on September 28, 2022, at 10:00 AM local time, at the Oak Ridge Civic Center - Indoor Pool, 1403 Oak Ridge Turnpike, Oak Ridge, Tennessee 37830. Prospective bidders are required to attend to submit a bid. Please contact Lyn Majeski at [lmajeski@oakridgetn.gov](mailto:lmajeski@oakridgetn.gov) if directions to the pre-bid conference are needed.

#### General Scope of Work

The scope of work is set forth in the attached project specifications and sample contract. This project entails the provision of all labor, materials, supplies, tools, equipment, and other incidentals necessary to resurface the Oak Ridge Civic Center Indoor Pool located at Oak Ridge Civic Center, 1403 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](mailto: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 by 5:00 PM on October 4, 2022, 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. The City shall answer all questions in writing by October 11, 2022.

#### Prices

The bidder shall submit a lump sum price as specified on Bid Form. 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 bud 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 the 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.

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

Upon a successful bid and contract award, the bidder agrees to furnish a Completion and Performance Bond in the amount of one hundred percent (100%) of the contract price with good and sufficient surety or sureties acceptable to the City in connection with the performance of the work under the contract. The form and conditions of said Completion and Performance Bond shall be as prescribed by the City.

Bidder agrees to furnish a Labor and Material Bond in the amount of one hundred percent (100%) of the contract price with good and sufficient surety or sureties acceptable to the City, for the protection of persons furnishing labor and material in connection with the performance of the work under the contract. The form and conditions of this bond shall be as prescribed by the City.

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

The City shall not execute a contract with 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.

### **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 October 11, 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 coordinate the commencement of work with Vonda Wooten, Aquatics Manager, such as to minimize the impact to pool operations. The selected bidder shall complete its work as soon as practical but no later than within 90 days of work commencing 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.

## Bid Submittal Instructions

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

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

\*If 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:	<u>In-Person or By Overnight Delivery</u>	<u>Regular Mail</u>
	Attn: Lyn Majeski Finance Department City of Oak Ridge 100 Woodbury Lane Oak Ridge, TN 37830	Attn: Lyn Majeski Finance Department City of Oak Ridge P.O. Box 1 Oak Ridge, TN 37831-0001

If the bid is submitted by mail rather than hand-delivery, the sealed envelope containing the bid must be enclosed in another envelope addressed above. Bids submitted by mail should indicate on the outside envelope, lower left corner, the following: "Sealed bid for FY2023-035: Oak Ridge Civic Center Indoor Pool Resurfacing to be opened October 13, 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: Oak Ridge Civic Center Indoor Pool Resurfacing

In compliance with the Invitation for Bids, dated September 9, 2022, 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. Base Bid Price Without Options

For the provision of all labor, materials, supplies, tools, equipment, and other incidentals necessary to resurface the Oak Ridge Civic Center Indoor Pool in accordance with the attached contract documents project specifications, not including Option One.

Pricing Table		
Item No.	Description	Total
1.	Prepare and resurface pool in Diamond Brite (or approved alternate)	\$
2.	Replace lane tile with new 6" x 6" tile	\$
3.	Replace fourteen (14) wall step treads	\$
4.	Add depth marker tiles to pool wall	\$
<b>TOTAL RESPONSE AMOUNT</b>		\$
<b>TOTAL RESPONSE AMOUNT IN WORDS</b>		

B. Bid Option One

In addition to the base response for resurfacing of the Oak Ridge Civic Center Pool, the removal of old pool lights, replacement with ten (10) new pool lights per work spec, and disposal of old lights:

Option One Price: \$ \_\_\_\_\_

Total Response with Option (Base Response + Option One) \$ \_\_\_\_\_

C. Additional Information

1. The bidder understands that the City reserves the right to reject this bid, but the 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 a 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.

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: _____ Signature	Phone: _____
Name: _____	Fax: _____
Title: _____ Business	E-mail: _____
Name: _____ Mailing	Date: _____
Address: _____	Physical Address: _____
Tax ID Number: _____	TN Contractor's License 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.

**BID BOND**

FY2023-035

KNOW ALL MEN BY THESE PRESENTS,

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

(the "Principal"), as Principal, and the \_\_\_\_\_, of

\_\_\_\_\_ a

corporation duly organized under the laws of the State of \_\_\_\_\_ (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 Oak Ridge Civic Center Indoor Pool Resurfacing 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:

(Seal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Title

**DRUG-FREE WORKPLACE AFFIDAVIT**

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

The undersigned principal officer of \_\_\_\_\_, an employer of five (5) or more employees, contracting with the City of Oak Ridge, Tennessee, 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.
- C. The Company is in compliance with Tennessee Code Annotated § 50-9-113.

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**

Oak Ridge Civic Center Indoor Pool Resurfacing

This Contract is executed October 11, 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 the provision of all labor, materials, supplies, tools, equipment, and other incidentals necessary to resurface the Oak Ridge Civic Center Indoor Pool, located at Oak Ridge Civic Center, 1403 Oak Ridge Turnpike, Oak Ridge, Tennessee 37830, in strict accordance with the terms and provisions of this Contract, the project specifications, 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 June 30, 2023. 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 within 90 days of work commencing unless an alternate schedule is approved by the parties in writing. Time is of 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 the 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 the 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: Completion and Performance Bond and Labor and Material Bond

##### A. Completion and Performance Bond

Prior to commencing work under this Contract, Contractor agrees to furnish the City a Completion and Performance Bond of one hundred percent (100%) of the Contract price with good and sufficient surety acceptable to the City. Contractor shall maintain such bonds during the term of this Contract in connection with the performance of the work under this Contract, including any amendments or extensions hereof. The form and conditions of said Performance Bond shall be as prescribed by the City. The bond will be required at the beginning of each contract term and will be in an amount equal to the contract price for that year.

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

##### B. Labor and Material Bond

Prior to commencing work under this Contract, Contractor agrees to furnish the City a Labor and Material Bond in the amount of one hundred percent (100%) of the Contract price with good and sufficient surety or sureties acceptable to the City Contractor shall maintain such bonds during the term of this Contract. These bonds are conditioned such that Contractor shall promptly make payments to the persons supplying labor, material, or supplies to Contractor or subcontractors in the performance of this Contract, and any amendment or extension thereof. The form and conditions of this bond shall be as prescribed by the City. The bond will be required at the beginning of each contract term and will be in an amount equal to the contract price for that year.

#### ARTICLE 12: 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 13: Compliance with All Laws, Ordinances, Statutes, and Regulations

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

ARTICLE 14: 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:

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	

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 15: 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 16: 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 the 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 17: 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 18: 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 industry's 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 19: Termination of Contract for Cause

If, through any cause, Contractor shall fail to fulfill in a 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 20: 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 21: 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 22: 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 23: Liquidated Damages

The City and Contractor hereby agree that any damage amount for the 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 a 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 24: 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 25: 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.

*[Signatures on the following page.]*

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  
Bid Documents  
Contractor's bid

Approved by Resolution:

**LABOR AND MATERIAL BOND**  
FY2023-035

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 October 11, 2022, ("the Contract") for the full and complete performance of all labor, materials, supplies, tools, equipment, and other incidentals necessary to resurface the Oak Ridge Civic Center Indoor Pool, 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.

(Seal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal

(Seal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety



## **SPECIFICATIONS**

### **SECTION 1.0 Introduction:**

The City of Oak Ridge is soliciting proposals for the resurfacing of the indoor swimming pool located at the Oak Ridge Civic Center, 1403 Oak Ridge Turnpike, Oak Ridge, Tennessee 37830. The pool is seventy-five feet (75') long by forty-eight feet (48') wide, with the depth ranging from 3'6" to 10'6".

### **SECTION 2.0 General Specifications:**

- 2.1 Prospective bidders are required to attend the pre-bid meeting and tour Tuesday, September 28, 2022, at 10:00 AM local time to make an on-site inspection of the swimming pool prior to submitting a proposal.
- 2.2 Questions are to be submitted to Lyn Majeski no later than Friday, September 28, 2022, at 12:00 PM local time. An addendum will be issued to all bidders of record by Monday, September 19, 2022, at 2:00 PM local time, to publish any and all questions and provide final updates, if any.
- 2.3 The selected contractor will coordinate the scheduling of the work with Aquatics Manager Vonda Wooten, who can be contacted by telephone at (865) 425-3441 or by e-mail at [vwooten@oakridgetn.gov](mailto:vwooten@oakridgetn.gov).

### **SECTION 3.0 Resurfacing Specifications:**

- 3.1 The selected contractor will furnish all labor, materials, supplies, tools, and equipment required to complete the work in accordance with the terms and provisions in the specifications.
- 3.2 Contractor shall be responsible for draining the pool, cleaning it, and resurfacing it with Diamond Brite Swimming Pool Finish in strict accordance with the manufacturer's installation instructions.
- 3.3 An alternative to Diamond Brite Swimming Pool Finish may be used upon written consent of the City prior to work commencing.
- 3.4 Resurfacing shall include sawing around all tile and fittings to ensure proper adhesion.
- 3.5 Contractor shall remove and repair all hollow and delaminated plaster in strict accordance with the surfacing manufacturer's instructions.
- 3.6 Once the application of the finish coat is started, Contractor shall be responsible for keeping the finished portions of the material sufficiently wet to prevent any damage or delaminating prior to refilling the pool.

### **SECTION 4.0 Additional Work to be Completed:**

- 4.1 Replace lane lines with all new six-inch by six-inch (6" x 6") black nonskid tile of like materials currently in use or an industry-standard alternative.
- 4.2 Replace fourteen (14) in-wall step treads with all new like materials to those currently in use. The tread material should be nonskid and industry standard.

- 4.3 Add depth marker tiles to pool wall in accordance with Tenn. Comp. R. & Regs. R. 1200-23-05-.02(3)(d), which states:

Depth markers. Depth markers shall be required at all Type A, B, and E pools. The depth of the water shall be plainly marked in feet on both sides and at each end at or above the water surface on the vertical pool wall and on the coping or deck next to the pool, and at maximum and minimum depths of the pool. Depth markers shall be spaced at intervals no greater than twenty (20) feet with numerals of at least four (4) inches in height and of a color contrasting with the background. Where depth markings are required, they shall be in whole foot increments of depth, except across the shallow area and corresponding deck area. The depth shall be marked to the nearest one-half (1/2) foot increment of water depth.

**SECTION 5.0 Clean-Up:**

- 5.1 Contractor shall be responsible for the daily clean-up and removal of all construction debris, excess materials, mix, other spoils, etc., from all work areas. Unless otherwise advised by the City, all removed materials, construct debris, or excess materials shall become the property of Contractor. Such debris, trash, etc., shall be removed from the site and not disposed of in any City dumpster or receptacle.
- 5.2 At the conclusion of work, the pool shall be returned to a functional state.

**SECTION 6.0 Bid Option One:**

- 6.1 Replace existing ten (10) pool lights with all new Pentair Eco Select IntelliBrite 5G White LED 300W pool lights or approved equivalent.
- 6.2 Includes procurement of new lights, installation of new lights, and removal and disposal of the old lights.
- 6.3 An alternative to Pentair LED Pool Lights may be used upon written consent of the City prior to work commencing.