

**INDUSTRIAL DEVELOPMENT BOARD  
OF THE CITY OF OAK RIDGE**

**GROUNDS MAINTENANCE AND LANDSCAPE  
SERVICES**

**for**

**HORIZON CENTER BUSINESS PARK**

**IDB 15-01**

**Mandatory Prebid Conference and Site Visit**

**1:00 p.m. (local time) on Monday, July 20, 2015**

**at the**

**Conference Center at the Horizon Center Business Park  
Novitas Place**

**Sealed Bids Due by Bid Opening**

**4:00 p.m. (local time) on Monday, August 10, 2015**

**at the**

**IDB of the City of Oak Ridge  
Samantha Royster, Executive Administrative Assistant  
Chamber of Commerce Building  
1400 Oak Ridge Turnpike  
Oak Ridge, TN 37830**

**PROSPECTIVE BIDDERS MUST ATTEND PRE-BID MEETING**

## **Bid Submittal Instructions**

The following Request for Quotation IDB 15-01 is a Sealed Bid and is due by Bid Opening: August 10, 2015 at 4:00 P.M.

Bidder is required to complete the Bid Form, Bid Form Signature Page, and provide Bid Attachments as specified on page 3 of the General Information and Specifications.

Each bid must be submitted in a sealed envelope, show request number and bid date on front of the envelope and marked and addressed as follows:

From: Bidder's Name  
Bidder's Address

To: In Person, By Overnight Delivery, or Regular Mail  
Attn: Samantha Royster  
Industrial Development Board of the City of Oak Ridge  
1400 Oak Ridge Turnpike  
Oak Ridge, TN 37830

If the bid is submitted by mail rather than hand-delivery, the sealed envelope containing the bid must be enclosed in another envelope addressed as stated above. Bids submitted by mail should indicate on the outside envelope, lower left corner, the following: "Sealed bid RFQ IDB 15-01 to be opened August 10, 2015 at 4:00 P.M., local time" to ensure it is delivered to the appropriate person at the IDB in a timely fashion. Late bids are not accepted and will not be opened.

No faxed, emailed or telephoned bids will be accepted.

If you have any questions concerning this bid, please contact Samantha Royster at [oridb01@gmail.com](mailto:oridb01@gmail.com) or (865) 362-0002. Deadline for questions is 5:00 P.M. (local time), Wednesday, July 22, 2015. Answers to additional questions will be emailed to all proposed bidders who registered at the mandatory pre-bid meeting by Friday, July 24, 2015.

**GROUNDS MAINTENANCE AND LANDSCAPE SERVICES CONTRACT  
FOR  
HORIZON CENTER BUSINESS PARK  
FOR THE  
INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF OAK RIDGE**

**GENERAL INFORMATION AND SPECIFICATIONS**

**GENERAL INFORMATION:**

Contractor shall furnish all labor, material and equipment for grounds maintenance/landscape services for the property within the Horizon Center Business Park. Work includes, but may not be limited to the following items in accordance with the frequencies listed on the bid form:

- Mowing, edging and blowing of road right-of-ways, islands and maintained green space as shown on the attached Mowing/Landscaping Work Sketch.
- Pruning of ornamental trees and shrubs in landscape areas
- Weed control (Contractor shall be licensed to apply chemicals) in landscape and turf areas, along curb lines and stone areas,
- Fertilization in turf areas at entrances.
- Mulching of bed areas
- Removal of dead and/or diseased plantings and shrubs
- Clean up of storm debris
- Leaf cleanup and removal in the Fall
- Service of irrigation systems in the Spring and Fall with repair on an as needed basis

It is planned for the initial contract to be for a total of fifteen (15) months, October 1, 2015 through December 31, 2016 and include four annual renewal options for the following years:

- Renewal Option I                      January 1, 2017 through December 31, 2017
- Renewal Option II                     January 1, 2018 through December 31, 2018
- Renewal Option III                    January 1, 2019 through December 31, 2019
- Renewal Option IV                    January 1, 2020 through December 31, 2020

A **prebid conference and site visit** will be held at the Conference Center at the Horizon Center Business Park, located on Novitas Place, on **Monday, July 20, 2015 at 1 p.m.**

1. The contractor shall be liable for any damages incurred while performing the required work. Contractor shall, in the course of mowing and trimming the property, trim the top of all curb lines and at construction joints, top of curb and/or storm grating inlets. The contractor shall at each headwall or guardrail in mowing area, trim all vegetation around structures to a distance of at least 3'-0".
2. Grass clippings should never be expelled onto the roadway, walks, fences, posts, signs, shrubs, trees, flower beds or any obstruction where buildup of clippings are possible. If the clippings are expelled in such a manner, the contractor will be required to revisit the area and clean up all such clippings in a timely manner.
3. The streets within Horizon Center Business Park, Imperium Drive, Renovare Boulevard, Novitas Place, Novus Drive and Palladium Way are City of Oak Ridge streets. Therefore, the mowing of these right-of-ways will be completed by the City mowing contractor once per month. The schedule for the monthly mowing by the City shall be coordinated with the IDB contractor.

GENERAL INFORMATION AND SPECIFICATIONS

(continued)

4. Mowing in high visibility areas during or following a heavy dew or rainfall will not be acceptable unless contractor immediately follows behind mowers and removes excess piled grass clippings from these areas. When the term "one pass with a power mower" is used, the contractor shall understand "pass" to mean a minimum of 52" in width.
5. All litter shall be picked up prior to mowing at any and all sites. Mowers shall be checked prior to each use for straight blades for a uniform level cut and proper cut height.
6. The frequency of service shall be determined by weather conditions. During the dry months, the contractor shall raise the blades on the mowers, while during the rainy months the contractor shall lower the blades on the mowers. The contractor shall provide the mowing/landscaping services as required for the park to have a professionally maintained appearance.
7. The IDB reserves the right to modify the schedule based on weather conditions, budget constraints or excess, etc. for any area. The contractor may provide mowing services for the property in high visibility areas if prior approval is obtained from the IDB representative.
8. Fertilization shall be on the entire park and on all mowed areas and should be at least five times per year. Two of the five should include pre-emergent weed control. Two additional post-emergent treatments should be performed.

Suggested Fertilization Schedule

		Fertilization	Post-Emergent	Pre-Emergent
1	February	x		x
2	April	x	x	x
3	May	x	x	
4	July	x		
5	October	x		

9. The bid item for the service of irrigation systems is for routine maintenance, such as winterizing and de-winterizing. This bid item **does not include** replacing the lines in the system. Any non-routine maintenance such as replacing lines and components shall be discussed and approved by an IDB representative. The contractor may spend up to \$2,000.00 on an annual basis without approval, but must provide invoice payments to certify that the work was completed. Any expenses over \$2,000.00 on an annual basis must be justified and approved prior to the work being scheduled.
10. The contractor shall understand that frequencies are increased at the beginning of the contract or when weather dictates. As a general rule, the first 45 days of the mowing season grass will grow at a peak rate and as the season progresses hot weather and less rain cause the grass to slow in growth; however, just prior to the end of the season a peak growth rate may be experienced again. A regular communication shall be established with the IDB representative as well as requesting site visits as needed.
11. The contractor shall possess a category 3 HLT license and charter issued by the State of Tennessee Department of Agriculture.
12. The contractor shall be responsible for all of his/her employees' actions while on the premises and bear any cost of damages to the property by his/her employees.
13. The contractor will be paid monthly, 1/3 of the approved amount for the period of October 1, 2015 through December 31, 2015; and 1/12 of the approved amount for each

## GENERAL INFORMATION AND SPECIFICATIONS

(continued)

annual period of January through December 2016. Invoices are due the 1<sup>st</sup> of the month, following the month for services being billed, with payment made by the IDB within 30 days of the invoice date. The invoice shall contain a form suitable to the IDB and include the following information:

- Location of work, cost per task, each date worked during the month and total monthly cost.

### **SPECIFICATIONS**

**Note: Please refer to the attached sketch for the areas to be mowed.**

Right-of-Ways: The contractor shall mow and trim on right-of-ways from back of curb or edge of pavement to the full extent of right-of-way as required. Street right-of-way distances may vary from one area to another on the same street.

Islands: All islands shall be trimmed at the curb line and in all construction joints. Any foreign items on the island such as signs, brush, etc. shall be removed and disposed of by the contractor. Safety is of the utmost importance. The contractor shall provide all required traffic warning signs, beacons and vehicles required to make mowing the medians safe. The contractor shall adopt the latest requirements for traffic work zone safety as noted in the Manual on Uniform Traffic Control Devices (MUTCD) latest edition.

Bridges: The contractor shall clear brush from all bridge abutments and approaches a minimum of (2) two passes. Where the right-of-way is mowed adjacent to bridges, the clearing shall match the right-of-way mowing.

Problem Areas: The contractor shall notify the designated IDB representative immediately upon anticipation of a potential problem. Attempts at a mutually beneficial solution will be made. Extra areas requested to be mowed will be invoiced and paid for separately from the monthly invoice.

The contractor will be responsible for the replacement of dead or diseased shrubs and the planting in landscape accent beds, to be provided and priced as required, with approval of the IDB representative prior to beginning the work.

#### **Bid Attachments: (Required)**

The contractor shall include with their bid, a list of equipment that will be used in the execution of this contract. The list shall include manufacturer's name, year manufactured, size, model and disposition of equipment as to: Owned, leased/rented, to be purchased, etc. The contractor shall give his established place of operation by location, a rural route or post office box will not be acceptable.

The contractor shall include with their bid, a list of employees and their years employed by the contractor. A list of references pertaining to previous work of this nature and total number of years the contractor has been in the contract mowing type of business.

The contractor shall furnish on the attached grounds maintenance/landscape services bid form the frequency planned for each task, the rate per task listed, total cost of three months (October 1, 2015 through December 31, 2015) and twelve months (January 1, 2016 through December 31, 2016) for these services. The contractor shall total by each category and time period (3 months and 12 months) and total all categories to a grand total for the two time periods. The attached form shall be used for this purpose.

**IDB**  
**Industrial**  
**Development**  
**Board of**  
**Oak Ridge**

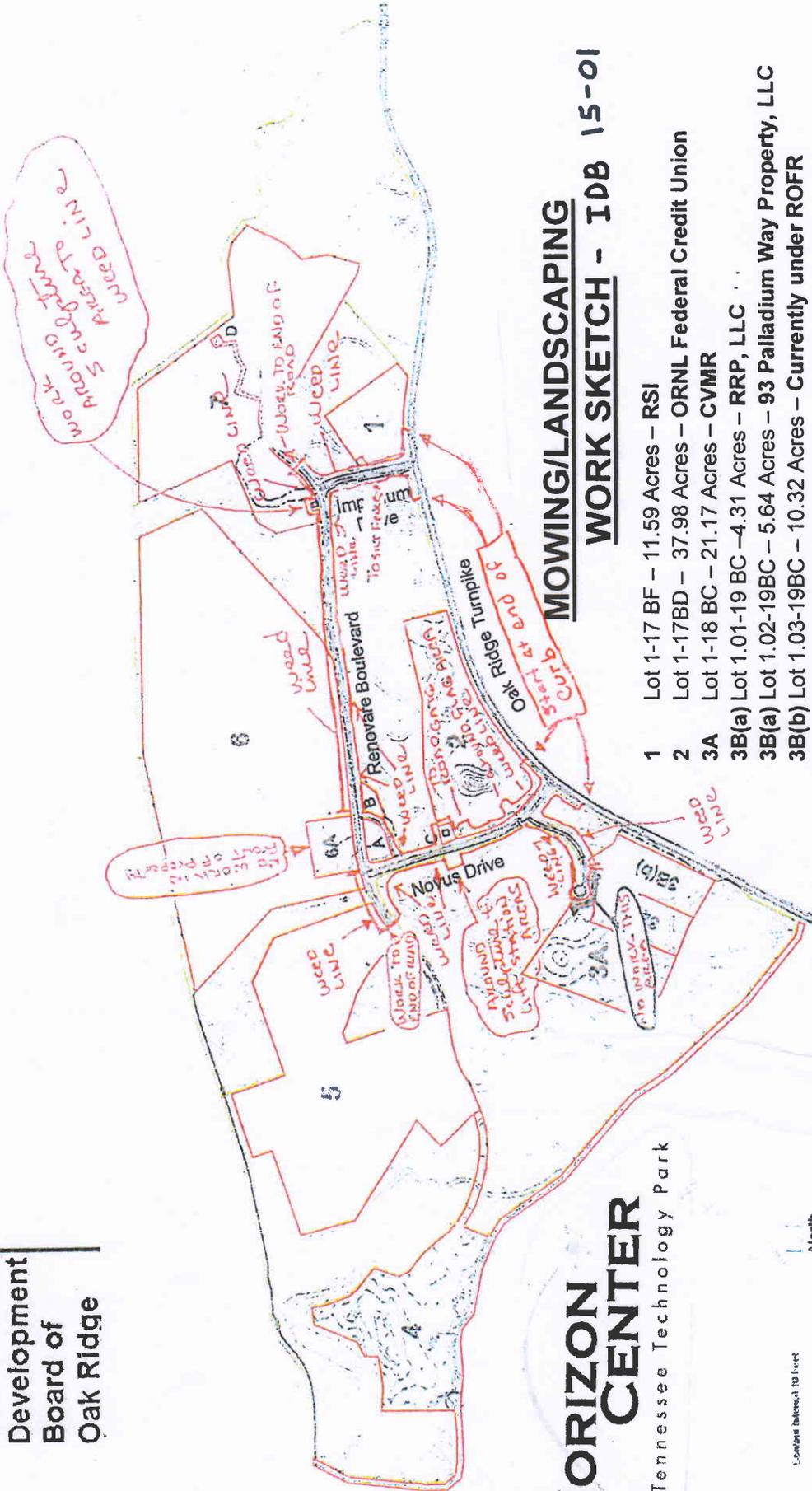
# HORIZON CENTER

East Tennessee Technology Park

Scale: 1 inch = 1,000 feet



0 1,000 2,000 Feet



## MOWING/LANDSCAPING

### WORK SKETCH - IDB 15-01

- 1 Lot 1-17 BF - 11.59 Acres - RSI
- 2 Lot 1-17BD - 37.98 Acres - ORNL Federal Credit Union
- 3A Lot 1-18 BC - 21.17 Acres - CVMR
- 3B(a) Lot 1.01-19 BC - 4.31 Acres - RRP, LLC
- 3B(a) Lot 1.02-19BC - 5.64 Acres - 93 Palladium Way Property, LLC
- 3B(b) Lot 1.03-19BC - 10.32 Acres - Currently under ROFR
- 5 Lot 1-16 BB - 97.93 Acres -
- 6 Lot 1-16 BD - 151.10 Acres - Certified Site Select Tennessee
- 6A Lot 1.01-16 BD - 4.90 Acres - Philotechnics
- 7 Lot 1-15 BF - 73.59 Acres

- 4 - Lot 1-17 BA - 48.89 Acres - Conservation
- Conference Center Parcel A - Lot 2-16 BD - 2.12 Acres - CROET
- Vacant Parcel B - Lot 3-16 BD - 1.68 Acres - IDB
- Sculpture Area - Lot 2-17 BD - 1.55 Acres - IDB
- Cell Tower - Located on Lot 1-15 BF - 0.90 Acres - CROET
- TOTAL ACREAGE - 473.76**

No work this area

weird line  
 around sculpture area  
 weed line

weird line  
 to end of parcel

weird line

weird line  
 (work to end of road)

weird line  
 around sculpture area

weird line  
 no work this area

weird line

weird line

weird line

weird line

weird line

IDB 15-01  
 BID FORM

**GROUNDS MAINTENANCE**

<b>RIGHT-OF-WAYS</b>	<b>3 Month Frequency</b>	<b>12 Month Frequency</b>	<b>Rate</b>	<b>3 Month Cost</b>	<b>12 Month Cost</b>
Imperium Drive	5	28		\$ -	\$ -
Novitas Place	5	28		\$ -	\$ -
Novus Drive	5	28		\$ -	\$ -
Palladium Way	5	28		\$ -	\$ -
Renovare Boulevard	5	28		\$ -	\$ -
<b>Total Right-of-Ways</b>				\$ -	\$ -

Note: City of Oak Ridge contractor will mow the above area once per month from April through November each year.

<b>ISLANDS</b>	<b>3 Month Frequency</b>	<b>12 Month Frequency</b>	<b>Rate</b>	<b>3 Month Cost</b>	<b>12 Month Cost</b>
Imperium Drive	5	28		\$ -	\$ -
Novus Drive	5	28		\$ -	\$ -
Renovare Boulevard	5	28		\$ -	\$ -
<b>Total Islands</b>				\$ -	\$ -

<b>BRIDGES</b>	<b>3 Month Frequency</b>	<b>12 Month Frequency</b>	<b>Rate</b>	<b>3 Month Cost</b>	<b>12 Month Cost</b>
Imperium Drive	1	4		\$ -	\$ -
Novus Drive	1	4		\$ -	\$ -
<b>Total Bridges</b>				\$ -	\$ -

**LANDSCAPE SERVICES**

<b>PRUNING</b>	<b>3 Month Frequency</b>	<b>12 Month Frequency</b>	<b>Rate</b>	<b>3 Month Cost</b>	<b>12 Month Cost</b>
Ornamental Trees	1	1		\$ -	\$ -
Shrubs	1	4		\$ -	\$ -
<b>Total Pruning</b>				\$ -	\$ -

<b>WEED CONTROL</b>	<b>3 Month Frequency</b>	<b>12 Month Frequency</b>	<b>Rate</b>	<b>3 Month Cost</b>	<b>12 Month Cost</b>
Landscape Areas	1	6		\$ -	\$ -
Curb Lines	1	6		\$ -	\$ -
Stone Areas	1	6		\$ -	\$ -
<b>Total Weed Control</b>				\$ -	\$ -

**LANDSCAPE SERVICES, Cont.**

<b>LEAVES</b>	<b>3 Month Frequency</b>	<b>12 Month Frequency</b>	<b>Rate</b>	<b>3 Month Cost</b>	<b>12 Month Cost</b>
Cleanup and Removal	6	6		\$ -	\$ -

<b>FERTILIZATION</b>	<b>3 Month Frequency</b>	<b>12 Month Frequency</b>	<b>Rate</b>	<b>3 Month Cost</b>	<b>12 Month Cost</b>
Right-of-Ways	1	5		\$ -	\$ -
Islands	1	5		\$ -	\$ -
<b>Total Fertilization</b>				\$ -	\$ -

<b>POST-EMERGENT</b>	<b>3 Month Frequency</b>	<b>12 Month Frequency</b>	<b>Rate</b>	<b>3 Month Cost</b>	<b>12 Month Cost</b>
Right-of-Ways	0	2		\$ -	\$ -
Islands	0	2		\$ -	\$ -
<b>Total Fertilization</b>				\$ -	\$ -

<b>BED AREAS</b>	<b>3 Month Frequency</b>	<b>12 Month Frequency</b>	<b>Rate</b>	<b>3 Month Cost</b>	<b>12 Month Cost</b>
Mulching	0	1		\$ -	\$ -

<b>OTHER</b>	<b>3 Month Frequency</b>	<b>12 Month Frequency</b>	<b>Rate</b>	<b>3 Month Cost</b>	<b>12 Month Cost</b>
Clean Storm Debris	1	4		\$ -	\$ -
Service Irrigation Systems*	1	2		\$ -	\$ -
<b>Total Other</b>				\$ -	\$ -

**Notes:**

\*Opening in Spring/Closing in Fall

**TOTAL COST**

<b>3 MONTH COST</b>	<b>12 MONTH COST</b>
\$ -	\$ -

**IDB 15-01 BID FORM SIGNATURE PAGE**

**Project: Grounds Maintenance and Landscape Services at Horizon Center Business Park**

In compliance with the Invitation for Bids, dated \_\_\_\_\_, the undersigned Bidder:

\_\_\_\_\_

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

\* a partnership consisting of: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*an individual trading as: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(\*fill in as appropriate)

of the City of \_\_\_\_\_ in the State of \_\_\_\_\_ agrees that if this bid is accepted as hereinafter provided, it will furnish all labor, materials, supplies, tools, and equipment necessary to perform all work and services described in the Invitation for Bid in strict accordance with the terms and provisions of the Contract attached thereto.

If written Notice of Award is received, the Bidder agrees to furnish to the IDB, within ten (10) working days after receipt of said Notice of Award, the signed Contract and required insurance certificate.

Bidder acknowledges receipt the following addenda, if applicable:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Bidder agrees that this bid shall be good for a period of ninety (90) days from the date of opening.

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

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

Telephone #: \_\_\_\_\_

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

Fax # \_\_\_\_\_

Title: \_\_\_\_\_

Email \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Tax ID Number: \_\_\_\_\_

TN Contractors  
License Number: \_\_\_\_\_  
(if applicable)

TN Department  
of Agriculture  
Category 3 HLT  
Charter Number: \_\_\_\_\_

The following is a sample of the contract that the awarded contractor will be required to sign.

The document is for information and review only

**SAMPLE CONTRACT**

**IDB 15-01**

This Contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Industrial Development Board of the City of Oak Ridge, Tennessee, hereinafter referred to as the "IDB," and \_\_\_\_\_, hereinafter called the "Contractor."

**WITNESSETH**

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

**ARTICLE 1 – Scope of This Contract**

The work to be done consists of furnishing all labor, materials, supplies, tools, equipment and other incidentals necessary to perform all work and services required for grounds maintenance and landscape services for Horizon Center Business Park for the IDB, in strict accordance with the terms and provisions of this Contract, the General Information and Specifications, and the bid of the Contractor attached hereto (collectively referred to as the "Contract").

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

**ARTICLE 2 – Term**

This Contract shall be for an initial term of fifteen (15) months, commencing on October 1, 2015 and terminating on December 31, 2016, with up to four (4) one-year (January – December) options to renew at the IDB's sole option, unless terminated earlier in accordance with the terms of this Contract. Samantha Royster, Executive Administrative Assistant, is the contact for this project and she can be reached in the office at (865) 362-0002.

**ARTICLE 3 – Changes**

- A. IDB may, by written order, make changes in the specifications of this Contract within the general scope thereof. If any such changes cause an increase or decrease in the scope of this Contract or in the time required for its performance, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly.
- B. Should the Contractor encounter conditions materially different from those shown in the specifications, the IDB shall be notified in writing immediately of such conditions before they are disturbed. The IDB shall thereupon promptly investigate the conditions and if it finds that they do so materially differ from those specified, this Contract shall be modified to provide for any increase or decrease of cost and difference in time resulting from the conditions so found.
- C. Except as otherwise herein provided, no charge for any extra work or material will be allotted unless the same has been approved in writing by the IDB, and the price stated.

#### ARTICLE 4 – Inspections and Defective Work

All workmanship and services shall be subject to inspections, examinations and tests by the IDB at any and all times during the performance of this Contract. The IDB shall have the right to reject defective workmanship and to require correction. Rejected workmanship shall be satisfactorily corrected without charge therefore. If the Contractor fails to proceed at once to correct such defective workmanship, the IDB may proceed with such corrective work and the Contractor shall be liable for all direct cost occasioned in the performance therefore.

This provision shall survive the termination or suspension of this Contract.

#### ARTICLE 5 – Site Investigation

The Contractor represents that it has visited the site and determined the nature of the work and the difficulties and facilities attending execution of the work, and all other matters, which can in any way affect the work under this Contract.

#### ARTICLE 6 – Delays, Damages

If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion in accordance with the Contract, or fails to complete the work within such time, the IDB may terminate this Contract. In such event, the IDB may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the IDB for any excess cost occasioned thereby. If this Contract is so terminated, the IDB may take possession of and utilize in completing the work such materials, appliances, tools and equipment as may be on the site of the work and necessary therefore.

#### ARTICLE 7 – Payment

The total cost of performance and completion of all work/service under this Contract shall not exceed \$ \_\_\_\_\_, assuming no changes in scope, based upon the rate prices submitted in the bid of the Contractor attached hereto and incorporated herein by reference. The Contractor shall submit monthly invoices to the IDB by the 1<sup>st</sup> of each month following the month for services being billed. Payment shall be made by the IDB within thirty (30) days of receipt of the Contractor's invoice for satisfactory work performed.

#### ARTICLE 8 – Rate Adjustment

The per unit price (rate) will be increased at the beginning of any renewal term by one hundred percent (100%) of the Consumer Price Index (CPI) for the month of September of the current year, which reflects the unadjusted annual percentage change from the month of September of the prior year. (Example, if the first renewal option is exercised by the IDB (January 1, 2017 – December 31, 2017), the CPI for September 2016 will be used.)

#### ARTICLE 9 – Indemnification by Contractor

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

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

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

#### ARTICLE 10 – Rate of Progress

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

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

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

#### ARTICLE 12 – Insurance

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

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

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

1. Comprehensive General Liability:
 

Bodily Injury	\$300,000	each occurrence
	\$700,000	aggregate
Property Damage	\$100,000	each occurrence
Or Combined Single Limit of	\$1,000,000	
2. Workers' Compensation and Employer's Liability as provided for in applicable statutes.
3. Comprehensive Automobile Liability (Including all owned, non-owned and hired vehicles)
 

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

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

Before commencement of work hereunder, the Contractor agrees to furnish to the IDB of Oak Ridge (1400 Oak Ridge Turnpike, Oak Ridge, TN 37830) a Certificate of Insurance or other evidence satisfactory to the IDB to the effect that such insurance has been procured and is in force.

**ARTICLE 13 – Permits and Licenses**

The Contractor shall obtain, at the Contractor's expense, all permits, licenses and bonds required by law or ordinance and maintain the same in full force and effect. The Contractor shall be licensed to apply chemicals for weed control.

#### ARTICLE 14 – Subcontracting and Assignment

- A. The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- B. The Contractor shall not award, assign, transfer or pledge any work to any subcontractor without prior written approval of the IDB, which approval will not be given until the Contractor submits to the IDB a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the IDB may require.
- C. The Contractor shall be as fully responsible to the IDB for the acts and omissions of subcontractors, and of persons either directly or indirectly employed by said subcontractors, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- D. The Contractor shall make a condition of all subcontracts and/or cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the IDB may exercise over the Contractor under any provision of the Contract Documents.
- E. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the IDB.

#### ARTICLE 15 – Superintendence by the Contractor

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

#### ARTICLE 16 – Termination

Notwithstanding any other provisions in this Contract, the Contractor shall furnish all labor, materials, supplies, tools and equipment necessary to perform the work and services within allowed times for completion as set forth in the Contract documents. Should the Contractor refuse or fail to comply with its obligations, or in the event the Contractor shall violate any of the provisions, covenants, agreements, or stipulations of this Contract, or the quality or quantity of the work performed is, in the judgment of the IDB, below standard and therefore unsatisfactory, the IDB shall have the right to cancel this Contract upon five (5) days written notice to the Contractor and to complete the work undertaken by the Contractor without incurring any liability to the Contractor except to pay the Contractor the fair value to the IDB of the work satisfactorily performed by the Contractor.

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

#### ARTICLE 17 – Anti-Discrimination

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

#### ARTICLE 18 – Personnel

- A. The Contractor represents that it has, or will, secure at the Contractor's expense, all personnel required to perform the work and services outlined in this Contract. Such personnel shall not be employees of or have any contractual relationship with the IDB.
- B. All of the services required hereunder will be performed by the Contractor or under the Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local laws to perform such services.

#### ARTICLE 19 – Reports and Information

At such times and in such forms as the IDB may require, the Contractor shall furnish to the IDB such periodic reports as are requested by the IDB 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 IDB and/or the IDB's Engineer can audit the Contractor's and the Contractor's subcontractors' financial records pertaining to this project.

#### ARTICLE 20 – Option to Renew

At the IDB's option, this Contract may be renewed for up to four (4) additional one-year terms (January 1 through December 31) under the same terms and conditions. In the event the IDB elects to exercise this right, the IDB shall notify the Contractor of its intent in writing to renew for an additional year by at least thirty (30) days prior to the expiration date of the current contract term.

#### ARTICLE 21 – Governing Law

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

APPROVED AS TO FORM AND LEGALITY:

INDUSTRIAL DEVELOPMENT BOARD OF THE  
CITY OF OAK RIDGE, TENNESSEE

\_\_\_\_\_  
City Attorney of Counsel  
To the Industrial Development Board

\_\_\_\_\_  
Chairman

CONTRACTOR

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Tax ID Number (for reporting purposes)

Attachments: General Information and Specifications  
Bid Documents  
Contractor's Bid