

**ADDENDUM NUMBER 2**

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**CITY OF OAK RIDGE, TENNESSEE  
TURTLE PARK SEWER BASIN  
SYSTEM REHABILITATION PROJECT – PHASE II  
COR630SE06SC12**

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**TO: ALL INTERESTED PARTIES CONCERNING THE BID DOCUMENTS FOR THE CITY OF OAK RIDGE, TENNESSEE, TURTLE PARK SEWER BASIN SYSTEM REHABILITATION PROJECT – PHASE II**

- ITEM I:** The minutes from the Pre-bid meeting and sign-in sheet are attached.
- ITEM II:** Delete the “Table of Contents” and replace with attached “Table of Contents”.
- ITEM III:** Delete Section 00100 (Information for Bidders) and replace with attached Section 00100-R (Information for Bidders).
- ITEM IV:** Delete Section 00500 (Agreement) and replace with the attached Section 00500-R (Agreement).
- ITEM V:** The Bid Envelope cover is attached and must be completed and submitted with bid package.
- ITEM VI:** Pay particular attention to Note regarding asphalt overlay on plan sheets #7 and #13.
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**THIS ADDENDUM SHALL BECOME A PART OF THE PROJECT MANUAL AND HAVE FULL EFFECT AS IF SUBMITTED WITH THE ORIGINAL DOCUMENTS.**

June 16, 2017 \_\_\_\_\_  
Date

/s/ Shira McWaters \_\_\_\_\_  
City of Oak Ridge, Public Works Director

**CITY OF OAK RIDGE, TENNESSEE**  
**TURTLE PARK PHASE II- CONTRACT FY 2017-001**  
**SEWER SYSTEM**  
**REHABILITATION PROJECT**  
**PRE-BID MEETING AGENDA**  
**JUNE 13, 2017, 2:00 p.m.**

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1. Introductions:
  - A. LDA Personnel
  - B. COR Personnel
  
2. Bid Date, Time, and Location:

Contract FY 2017-001 Wednesday, June 21, 2017, 2:00 p.m. (eastern) @ Central Services Complex
  
3. Questions prior to bid date:
  - A. Submit via e-mail ([gjones@ldaengineering.com](mailto:gjones@ldaengineering.com)) or facsimile (865-573-1352, Attn. Greg Jones) by 5:00 P.M. local time on June 15, 2017.
  - B. Verbal responses to questions are not binding.
  
4. Bid Submittal:
  - A. Bids must be submitted on the Bid Form in the Project Manual.
  - B. The Bid Envelope Cover Sheet must be filled out completely and attached to the outside of the Bid envelope. If the envelope cover is not attached to the outside of the envelope containing the Bid, the Bid will not be opened.
  - C. Note the Bid submittal requirements in Section 00100 of the Specifications.
  - D. Bids will remain good for ninety (90) days.
  - E. Contractor General Information Section 00101 (Item L: Bidders shall submit a list of potential subcontractors to be considered for the project and construction activity, which shall be subject to approval of the Owner). The previous pre-qualified bidders shall complete only the items where changes have occurred. All other bidders shall submit the entire Section 00101 with their bids.
  
5. Note the forms that must be submitted with the Bid. Including the following:
  - 00910 Drug Free Work Place Affidavit
  - 00400 Bid Bond
  - 00481 Certification Regarding Debarment
  - 00483 Equal Employment Opportunity (EEO)
  
6. Contract time: CONTRACT FY 2017-001 180/210 Days

7. Pending Addenda Items:  
Addendum #1 - Davis Bacon Wage Rates – Lock-In Rates (Distributed at Pre-Bid Conference)  
Addendum #2 - Summarizing the Pre-Bid Conference Minutes (any other necessary items will be issued)
8. Contractor shall abide by all regulations and permits as required by the Tennessee Department of Environment and Conservation (TDEC) and the City of Oak Ridge.
9. Traffic Control Plans: All work zones must comply with Part 6 of the MUTCD manual. Contractor shall submit traffic control plans for any road closing for engineering approval, a press release and shall be evaluated by the City Engineer for final approval and submittal to the City Manager. The City Manager must sign off on any road closing prior to any construction activities. Road may not remain closed after working hours. The Contractor shall plan accordingly for any road closings activities. Lane Closing requires the contractor to notify the 911 dispatcher, city dispatcher, sanitation (garbage) dispatcher, and school bus dispatcher.
10. Contractor is responsible for disposal of all waste materials in accordance with applicable regulations.
11. Timeliness of Project Work
  - A. Beginning Date will be set at the Preconstruction Meeting  
It is expected that the Contractor will start on the beginning date (Tentative Dates: City Council July 10, 2017, and Start Date: August 2017).
  - B. Liquidated Damages: \$1,000.00 per day. Completion of these upgrades is critical and this will be strictly enforced. Report any potential delays due to manufacturers of equipment/material **prior to** the cut off for questions (**June 15, 2017**).
12. Work schedule and sequencing: In accordance with Specification Section 01310, Contractors are required to submit a detailed schedule within 10 days after delivery of the Notice to Proceed. Completion of this project on time was reiterated. Contractor must provide a work schedule including sequencing prior to construction activities. Weekend construction activities shall be reviewed for approval two (2) weeks prior to the requested weekend. Monday through Friday working hours will be discussed with the successful bidder. During the construction activities, the Contractor shall submit a request in writing under special circumstances for days and hours to be changed for the review and approval process. However, the Contractor must be aware of any special events scheduled in the area (Regatta, etc.) prior to request. Construction activities cannot start before 7:00 a.m.
13. Site Constraints: Construction activities are within easement areas and in resident's yards. Pay attention to the initial restoration requirement in the specification section 01010. It will be responsibility of the Contractor to resolve any issues with the property owner and provide a copy of the agreement to LDA.
14. By-Pass Pumping: See Specification Section 02540
15. Erosion and Sediment Control: The sites must be maintained to prevent sediment from leaving the sites. This is incidental to the project.
16. Contractor Responsibility for Stored Material Site: Storage area is the Contractor's responsibility

17. Pipe Bursting Specification: Inside Diameter (I.D.) shall match (or exceed) the I.D. of existing pipe, or I.D. shall match (or exceed) the increased pipe size designated on the drawings for pipe bursting, whichever is greater. Eight (8") HDPE Ductile Iron Pipe size (DIPS) shall be accepted for existing Eight (8") Diameter Gravity Sewer Lines
18. Citizen Notification (Green)
- A. City will provide the construction/project information through press releases and social media describing the project.
  - B. While reviewing the work area and PRIOR to beginning construction, (initial listing due to the City by **July 31, 2017**) Contractor shall provide to the City the address of all properties that will involve the following:
    - i. Working in the yard (not the ROW)
    - ii. Removing a fence, landscaping, driveway, etc.
  - C. After receiving the information in item B above, the City will send a second letter to the effected residents and property owners that will include the Contractor's name and LOCAL phone number.
  - D. Contractor shall distribute door hanger notices to all residences and businesses PRIOR to work beginning in the area. The notices will be provided by the City.
  - E. PRIOR to any construction, a face to face meeting between the resident and the Contractor shall take place.
    - i. Suggested that the RPR witness this meeting, if possible
    - ii Recommended that any agreements between the Contractor and the resident be recorded in writing
  - F. The City of Oak Ridge will handle after hour complaints (After 4:00 pm) by sending the City's Call Out/Stand By crew. Once on site the City crew will try to determine who is responsible to make the necessary repair(s). If it is determined that it is the contractor's responsibility, the City will make the appropriate contact to allow the contractor the opportunity to make the necessary repairs. If the City has to make the necessary repairs, the City's cost will be the responsibility of the Contractor to reimburse.
19. Initial Restoration:
- A. Initial restoration for all surface disturbances shall take place IMMEDIATELY after each line segment has been tested and approved. A line segment shall consist of all new or reconstructed sanitary sewer pipe from manhole to manhole. Initial restoration shall also be required for all new service connections and service reconnections.
  - B. Initial restoration shall include ALL of the following:
    - 1. Rough grading and removal of surplus soil as specified in Section 02260.
    - 2. Re-vegetation of all disturbed areas in accordance with Section 02485.
  - C. Contractor shall be responsible for repeating steps a. and b. from Part 2 after trench settlement occurs, including placement of topsoil. This 'final restoration' shall be as directed by Engineer, or as soon as weather conditions permit.

20. Pre/Post Cleaning & Closed Circuit T.V.: The entire line segments including point repairs (Bid Proposal Section 00300). The system was cleaned and C.C.T.V.ed approximately three (3) years ago; therefore, heavy cleaning/root removal maybe necessary and is incidental to the project.
21. Funding:
- A. 100% SRF
- i. Davis Bacon Wages and Weekly Certified Payrolls to COR (scanned and emailed)
  - ii. DBE/WBE Requirements: The Tennessee Department of Environment and Conservation (TDEC), State Revolving Fund Program, is administering the money being used for construction financing of the project. The Contractor must comply with all requirements of SRF regarding DBE (Disadvantaged Business Enterprise) participation in the projects and make efforts to meet participation goals. The requirements in the Contract Documents must be followed regarding DBE. The TDOT DBE listing is utilized by SRF. The DBE listing can be located on the TDOT website under information for contractors. Certified letters must be sent to 10 contractors on the DBE list soliciting services. Copies of the mailing receipts, solicitation letters and delivery receipts must be submitted to LDA by **July 31, 2017**.
22. American Iron and Steel Requirement: This project is being funded with monies made available by the Clean Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States. Contractors shall comply with the following Specification Sections:
- 07 AIS EPA Sample Certification Language
  - 07 AIS EPA Sample Contract Language
  - 07 AIS EPA Waiver Request Checklist
  - 07 AIS Implementation Compliance Waiver Process
23. Project Sign: The Contractor is required to install a Clean Water State Revolving Fund Identification Sign. Refer to Project Sign Detail – Clean Water Section of the Specification.
24. Valid E-Mail Address: City of Oak Ridge and LD&A need immediately valid e-mail addresses.
25. Attendee questions and notes:
- Question: Are the pipe footages accurate?  
 Answer: No, the pipe footages are skewed to allow for any changes in the field based upon the record drawing information. The City will not be purchasing any material at the project completion.
- Question: What represents the proposed construction activities on the plan sheets?  
 Answer: S2wer line rehabilitation activities are in **BOLD** and the hatched areas represent record drawing information.

CITY OF OAK RIDGE  
TURTLE PARK II SEWER BASIN  
SANITARY SEWER REHABILITATION PROJECT  
PRE-BID SIGN-IN SHEET

JUNE 13, 2017 AT 2:00 PM

NAME:	REPRESENTING:	PHONE/FAX/EMAIL:
GREG JONES	LDA	PHONE: 865-573-7672 Fax: E-mail: GJONES@LDAENGINEERING-INC.COM
Susan Fallon	COR	Phone: 865-425-1805 Fax: E-mail: sfallon@oakridge.tn.gov
David Word	SBW Constructors	Phone: 865-306-2788 Fax: E-mail: dward@sbwconstructors.com
DAVID HURST	HURST EXCAVATING	Phone: 865 972 6142 Fax: 865 972 6342 E-mail: DAVID@HURSTEXC.COM
DAVID THOMAS	Goodwin Pumps	Phone: 865-202-5058 Fax: 423-671-2348 E-mail: david.thomas@xyleminc.com
Vince Bayles	Portland UT: 1st	Phone: 865-524-6007 Fax: 865-524-6991 E-mail: vince.bayles@pucwi.org
Roger Flynn	COR	Phone: 425-1916 Fax: E-mail: rflynn@oakridgetn.gov
Lyn Majeski	COR	Phone: 865-425-1819 Fax: E-mail: lmajeski@oakridgetn.gov
		Phone: Fax: E-mail:
		Phone: Fax: E-mail:
		Phone: Fax: E-mail:

**CITY OF OAK RIDGE  
TURTLE PARK II SEWER BASIN  
SANITARY SEWER REHABILITATION PROJECT  
PRE-BID SIGN-IN SHEET**

JUNE 13, 2017 AT 2:00 PM

NAME:	REPRESENTING:	PHONE/FAX/EMAIL:
Mike Morgan	EJ	PHONE: 865-207-1773 Fax: E-mail: mike.morgan@ejco.com
Joseph F. Lehrer	J&H Construction of Cookeville, Inc	Phone: 931/528-0064 Fax: E-mail: joe.lehrer@jandhconstruction.net
Rebecca Allis	Allis Concrete Const. LLC	Phone: 336-940-2468 Fax: E-mail: allisconcrete@yahoo.com
Ivie Allis	Allis Concrete Construction LLC	Phone: 336-940-2468 Fax: E-mail: ivie.allisconcrete@yahoo.com
LARRY MORGAN	MORGAN CONTRACTING INC	Phone: 865-249-8640 Fax: E-mail: LMorgan@Morgan1.com
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**CITY OF OAK RIDGE  
ANDERSON COUNTY, TENNESSEE  
TURTLE PARK SEWER BASIN, PHASE II  
SANITARY SEWER REHABILITATION  
PROJECT SPECIFICATIONS**

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<b>SECTION</b>	<b>DESCRIPTION</b>
00020	Advertisement for Bids U.S. EPA - Certification Regarding Debarment, Suspension and Other Responsibility Matters Certification by Proposed Prime or Subcontractor Regarding Equal Employment Opportunity Retainage – TCAs 66-34-103, 104, 203 SRF Guidance Document – DBE SRF Loan Recipient’s Requirements – Davis Bacon SRF Loan Recipient’s Good Faith Effort Letter SRF Loan Recipient’s Certification and Summary SRF Bidder’s Requirements – DBE SRF Contractor’s Receipt Letter – Form 6100-2 EPA-DBE Subcontractor Participation Form EPA-DBE Subcontractor Performance Form EPA-DBE Subcontractor Utilization Form Certified DBE List AIS/EPA Sample Certifications AIS/EPA Sample Construction Contract Language AIS/EPA Waiver Request AIS/EPA Implementation Compliance Sign-Employee Rights/Davis Bacon (English) Sign-Employee Rights/Davis Bacon (Spanish) Project Wage Rate Sheet SRF Bidder’s Requirements – Davis Bacon SRF Loan Recipient’s Requirements – Davis Bacon SRF Loan Recipient’s and Contractor’s Guidance – Tracking and Reporting TDEC – Notice of Intent TDEC – Notice of Termination Clean Water SRF Identification Sign SRF Bid Package Submittal Requirements SRF Property, Easements, Rights-of-Way Certification Letter Site Certification
00100	Instructions to Bidders
00101	Potential Bidders General Information
00300	Bid Proposal
00301	Award of Multiple Contracts



**CITY OF OAK RIDGE  
ANDERSON COUNTY, TENNESSEE  
TURTLE PARK SEWER BASIN, PHASE II  
SANITARY SEWER REHABILITATION  
PROJECT SPECIFICATIONS**

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<b>SECTION</b>	<b>DESCRIPTION</b>
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00500	Agreement
00600	Performance Bond
00610	Payment Bond 00620
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00640	Change Order
00650	Certification Regarding Debarment
00660	Certification Regarding Equal Employment Opportunity
00700	General Conditions
00800	Supplementary General Conditions
00900	Supplemental Special Conditions
00910	Drug Free Work Place Affidavit
01010	Summary of Work
01045	Cutting and Patching
01050	Field Engineering
01090	Reference Standards
01150	Measurement and Payment
01152	Applications for Payment
01153	Change Order Procedures
01310	Construction Schedules
01320	Pre and Post Project Video and Photographic Records
01340	Shop Drawings, Product Data, and Samples
01410	Testing Laboratory Services
01510	Temporary Utilities
01520	Construction Aids
01530	Barriers
01540	Security
01560	Temporary Controls
01570	Traffic Regulations
01590	Field Offices and Sheds
01600	Material and Equipment
01700	Contract Closeout
01710	Cleaning
01720	Project Record Documents
01740	Warranties and Bonds

**CITY OF OAK RIDGE  
ANDERSON COUNTY, TENNESSEE  
TURTLE PARK SEWER BASIN, PHASE II  
SANITARY SEWER REHABILITATION  
PROJECT SPECIFICATIONS**

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<b>SECTION</b>	<b>DESCRIPTION</b>
02100	Erosion Control
02110	Clearing and Grubbing
02221	Trenching, Backfilling, and Compacting
02222	Flowable Fill Material (Flowable Mortar)
02260	Finish Grading
02485	Seeding
02540	Sewer Flow Control and By-pass Pumping
02610	Paving
02722	Sanitary Sewers, Force Mains, and Appurtenances
02723	Sanitary Sewers Point Repairs and Appurtenances
02730	Manhole Repair and Rehabilitation
02740	Sewer Rehabilitation by Cured-In-Place Method
02741	Sewer Service Lateral Rehabilitation by Cured-In-Place Method
02750	Sewer Reconstruction by Slip-Lining Method
02760	Sewer Rehabilitation by Pipe Bursting Method
02790	Sewer Line Cleaning and Closed Circuit TV Inspection
03300	Cast-in-Place-Concrete

## SECTION 00100-R

### INSTRUCTIONS TO BIDDERS

#### ARTICLE 1 - DEFINED TERMS

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- 1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:
- A. ***Bidder***--The individual or entity who submits a Bid directly to OWNER.
  - B. ***Issuing Office***--The office from which the Bidding Documents are to be issued. May or may not be where the bidding procedures are to be administered.
  - C. ***Successful Bidder***--The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

#### ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

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- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office. Section 00020 contains all information regarding transfer of plans and specifications.
- 2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents or information obtained from an officer, agent, or employee of the Owner or any other person. Addenda will be provided to registered plan holders only. Registered plan holders are those obtaining the Contract Documents from the issuing office.
- 2.03 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.
- 2.04 OWNER and ENGINEER are not responsible for errors or omissions in preparing Bid due to use of partial or incomplete sets of Contract Documents. Complete sets of Contract Documents must be utilized to insure that all work is identified.

#### ARTICLE 3 - QUALIFICATIONS OF BIDDERS

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- 3.01 To demonstrate Bidder's qualifications to perform the Work, within five (5) days of OWNER's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for by OWNER, or as outlined below.

3.02 Contractor's submitting bids not representing the qualifications contained hereafter shall be considered non-responsive and their bids shall not be considered for contract award.

A. Contractor prequalifications are as follows:

1. **Manhole Rehabilitation and Reconstruction**

a. All contractors shall submit, with their bids, evidence of successful utilization of methods and materials specified hereinafter in at least 7,500 vertical feet.

2. **Pipe-Bursting**

a. Any contractors proposing a pipe bursting process other than specified in Section 02760 - 1.09.A. shall submit with their bids, evidence of experience with the proposed alternative with the following information:

1. Letter of evidence from the consulting engineers of at least three (3) successful projects each with a minimum of 12,500 linear feet of pipe bursting using the proposed method by the bidder.
2. Evidence that the referenced project is of like characteristics to this Work as it relates to depth, soil/rock conditions, surface area (i.e., urban, residential, open, etc.,)

4. **Cured-in-Place**

a. **Contractor Pre-qualifications for Cured-in-Place Lining as follows:**

1. Layne Inliner and Insituform East, Inc., are pre-qualified as a result of their past performance in similar projects for the City of Oak Ridge, Tennessee.
2. Other contractors must submit, with their bids, evidence that they have successfully installed a minimum of 10,000 linear feet of twenty-four (24") inch or larger diameter sewer lining by the Cured-in-Place method.

B. Contractor shall submit to Owner (with Bid) for approval, a written qualifications statement (resume) for the resident superintendent to be at the Site, clearly indicating the superintendent's experience relative to the project, and show superintendent's competence relative to the Work and responsibility thereof.

C. Materials and System Pre-Qualifications

1. Reference the appropriate sections of the project specifications for specific systems pre-qualified for use in the completion of this project.

## **ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE**

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### 4.01 Subsurface and Physical Conditions

- A. The Supplementary Conditions identify:
  - 1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.
  - 2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Bidding Documents.
- B. Copies of the reports and drawings referenced in paragraph 4.01.A will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.02 of the General Conditions has been identified and established in paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

### 4.02 Underground Facilities

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities, including OWNER, or others.

### 4.03 Hazardous Environmental Conditions

- A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Conditions identified at the Site, if any, that ENGINEER has used in preparing the Bidding Documents.
- B. Copies of reports and drawings referenced in paragraph 4.03.A will be made available by OWNER and to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.06 of the General Conditions has been identified and established in paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

- 4.04 Provisions concerning responsibility for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 4.02, 4.03 and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 4.06 of the General Conditions.
- 4.05 On request, OWNER will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to at least its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall be responsible for notifications, licenses, or permits required to perform explorations, tests, etc.
- 4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by OWNER or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, OWNER will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.
- 4.07 It is the responsibility of each Bidder before a Bid to:
- A. examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;
  - B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
  - C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
  - D. carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and carefully study all reports and drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions;

- E. obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequence, and procedures of construction expressly required by the Bidding Documents, and safety precautions and program incident thereto;
  - F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determinations of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
  - G. become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;
  - H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
  - I. promptly give ENGINEER written notice of all conflicts, errors ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder; and
  - J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents, including written Addenda and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by ENGINEER are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

#### **ARTICLE 5 - PRE-BID CONFERENCE**

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- 5.01 A pre-Bid conference will be held at 2:00 p.m. (E.S.T.), on June 13, 2017, in the Conference Room of the City's Central Services Complex at 100 Woodbury Lane, Oak Ridge, Tennessee. Representatives of OWNER and ENGINEER will be present to discuss the Project. Bidders are requested to attend and participate in the conference.

## **ARTICLE 6 - SITE AND OTHER AREAS**

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- 6.01 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Bidding Documents.

## **ARTICLE 7 - INTERPRETATIONS AND ADDENDA**

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- 7.01 All questions about the meanings or intent of the Bidding Documents are to be submitted to ENGINEER in writing. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than ten days prior to the date of opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Only Bidders and plan rooms registered as receiving documents from the issuing office will be provided Addenda. Neither the Owner or Engineer has responsibility for parties obtaining documents by other means.
- 7.03 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

## **ARTICLE 8 - BID SECURITY**

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- 8.01 A Bid must be accompanied by Bid security made payable to OWNER in an amount of 10% of Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond on the form attached or approved AIA format issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within fifteen (15) days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of seven days after the Effective Date of the Agreement or sixty-one (61) days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned upon request by the Bidder.
- 8.03 Bid security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven (7) days after the Bid opening upon request by the Bidder.



## **ARTICLE 9 - CONTRACT TIMES**

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9.01 The number of days within, or the dates by which, the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth in the Agreement.

## **ARTICLE 10 - LIQUIDATED DAMAGES**

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10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

## **ARTICLE 11 - SUBSTITUTE AND "OR EQUAL" ITEMS**

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11.01 The Contract, if awarded, will be awarded on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in the General Conditions and may be supplemented in the General Requirements.

## **ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

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12.01 If the Supplementary Conditions or the Bid Form (00300) require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to OWNER with the Bid or in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall with his Bid or if not required on the Bid, within five (5) days after Bid opening, submit to OWNER a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by OWNER. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, OWNER may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, OWNER may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which OWNER or ENGINEER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.

12.03 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.

### **ARTICLE 13 - PREPARATION OF BID**

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- 13.01 The Bid Form is included with the Bidding Documents.
- 13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each section, Bid item, alternative, adjustment unit price item, or unit price item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary. The corporate address and state of incorporation shall be shown below the signature.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture must be shown below the signature.
- 13.08 All names shall be typed or printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form. Failure to acknowledge receipt of all Addenda will constitute grounds for disqualifying the Bid.
- 13.10 The address and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located. Bidder's state contractor license number for the state of the Project, if any, shall also be shown on the Bid Form. Bidder shall include the Drug Free Work Place Affidavit (Section 00910) with his/her Bid.

### **ARTICLE 14 - BASIS OF BID; EVALUATION OF BIDS**

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- 14.01 Unit Price
- A. Bidders shall submit a Bid on a unit price for each item of Work listed in the Bid Schedule.

- B. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in paragraph 11.02 of the General Conditions.

**ARTICLE 15 - SUBMITTAL OF BID**

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15.01 Each prospective Bidder is furnished one copy of the Bidding Documents with one copy each of the Bid Form and the Bid Bond. The Bid Form is to be completed and submitted with the Bid security in the following format:

- A. Each Bid must be submitted in a sealed envelope, addressed to: **City of Oak Ridge at:**

<b><u>MAILING ADDRESS</u></b> (Prior to Bid Opening)	<b><u>DELIVERY ADDRESS</u></b> (Day of Bid Opening)
City of Oak Ridge Finance Department c/o Lyn Majeski Post Office Box 1 Oak Ridge, TN 37831-0001	City of Oak Ridge Finance Department c/o Lyn Majeski 100 Woodbury Lane Oak Ridge, TN 37830

- B. Each sealed envelope containing a Bid must have attached on the outside, the bid envelope information sheet provided by the City of Oak Ridge. The information includes, but is not limited to:
  - Bidder's Name.
  - Bidder's Address.
  - Contractor's Tennessee License Number and Expiration Date, and that part of classification applying to the Bid.
  - Subcontractor information as required by the City of Oak Ridge and the Contractor's Licensing Act - Latest Amendment.
- C. Bidder must use Bid Envelope cover which is provided in Section 00300. This sheet must be attached to the front of the Bidders sealed envelope. All bids presented without the appropriate Bid Envelope Cover attached to the outside of the sealed bid envelope will be considered non-responsive and rejected.

All blank spaces contained in the Bid Envelope Cover form must be filled in appropriately. Any spaces left blank will cause bid to be considered unacceptable and rejected. In the event the requested information does not pertain to the Bidder, please note by placing "N/A" inside the blank.

D. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to:

<u>MAILING ADDRESS</u> (Prior to Bid Opening)	<u>DELIVERY ADDRESS</u> (Day of Bid Opening)
City of Oak Ridge Finance Department c/o Lyn Majeski Post Office Box 1 Oak Ridge, TN 37831-0001	City of Oak Ridge Finance Department c/o Lyn Majeski 100 Woodbury Lane Oak Ridge, TN 37830

15.02 A Bid shall be submitted no later than the date and time prescribed in Section 00020 and at the place indicated in Section 15.01 and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents.

15.03 Bids will be accepted from registered plan holders obtaining the Contract Documents from the Issuing Office only.

15.04 The "Drug-Free Workplace Affidavit" must be completed, signed, and notarized and submitted in the Bid package. This form is included in Section 00910.

**ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID**

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16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening Bids,

16.02 If within twenty-four (24) hours after Bids are opened any Bidder files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the work.

**ARTICLE 17 - OPENING OF BID**

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17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and the Information for Bidders, and unless obviously non-responsive, read aloud publicly. An abstract of the amount of the base Bids and major alternates, if any, will be made available to Bidders after the opening Bids upon their request.

## **ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

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18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## **ARTICLE 19 - AWARD OF CONTRACT**

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19.01 OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, conditional, or qualified Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. OWNER may also reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder. OWNER also reserves the right to waive all informalities or minor defects in any Bid.

19.02 More than one (1) Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, OWNER will consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in these Instructions or the Supplementary Conditions.

19.05 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, OWNER will award the Contract to the Bidder whose Bid is in the best interest of the Project. Award will be made to the lowest responsive, responsible Bidder as determined on the Base Bid. Bidder must Bid on all items of work contained in the Bid Form.

## **ARTICLE 20 - CONTRACT SECURITY AND INSURANCE**

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20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNER'S requirements as to performance and payment Bonds and insurance. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by such bonds.

## **ARTICLE 21 - SIGNING OF AGREEMENT**

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- 21.01 When OWNER gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within fifteen (15) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER. Within ten (10) days thereafter, OWNER shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.
- 21.02 The NOTICE TO PROCEED shall be issued within thirty (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and the CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

**END OF SECTION**

**EJCDC  
STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is by and between **The City of Oak Ridge** (hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 - WORK**

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**ARTICLE 2 - THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**Wastewater System Rehabilitation Program**

**ARTICLE 3 - ENGINEER**

3.01 The Project has been designed by **LDA Engineering** who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 - CONTRACT TIMES**

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

**4.02 *Days to Achieve Substantial Completion and Final Payment***

A. The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 210 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$1,000.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$1,000.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

**ARTICLE 5 - CONTRACT PRICE**

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A.

**A. For all Work, at the prices stated in CONTRACTOR's Bid (Section 00300), attached hereto as an exhibit.**

The Total Contract Amount is \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$) )

**ARTICLE - 6 PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of the Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:



1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

- a. 95% of the Work completed (with the balance being retainage); and
- b. 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. For all contracts for the improvement of real property where the contract amount equals or exceeds \$500,000.00 and the City of Oak Ridge, Tennessee has determined to retain a certain amount or percentage of the contract price, said retained amount will be deposited in a separate escrow account with TNBank, 401 South Illinois Avenue, Oak Ridge, Tennessee 37830.

All funds accumulated in said escrow account (together with any interest thereon) shall be paid to the contractor to whom such funds and interest are owed only upon **satisfactory completion** of the contract as evidence by a **written release** by the City in accordance with Tennessee Code Annotated § 66-11-144.

### 6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

## **ARTICLE 7 - INTEREST**

**NOT APPLICABLE**

## **ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques,

sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and program incident thereto.

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, report, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

## ARTICLE 9 - CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents which consists of the following:
1. This Agreement (pages 1 to 7, inclusive);
  2. Performance Bond (pages 1 to 2, inclusive);
  3. Payment Bond (pages 1 to 2, inclusive);
  4. Other Bonds (pages \_\_\_ to \_\_\_, inclusive);
    - a. \_\_\_\_\_ (pages \_\_\_ to \_\_\_, inclusive);
    - b. \_\_\_\_\_ (pages \_\_\_ to \_\_\_, inclusive);
    - c. \_\_\_\_\_ (pages \_\_\_ to \_\_\_, inclusive);
  5. General Conditions (pages 1 to 41, inclusive);
  6. Supplementary Conditions (pages 1 to 5, inclusive);
  7. Special Supplemental Conditions (pages 1 to 6, inclusive);
  8. Specifications as listed in the table of contents of the Project Manual;
  9. Drawing consisting of a cover sheet and sheets numbered \_\_\_ through \_\_\_, inclusive, with each sheet bearing the following general title: Wastewater System Rehabilitation Program: Contract B Division I – COR-12-16-E5
  10. Addenda (numbers -- to ---, inclusive);
  11. Exhibits to this Agreement (enumerated as follows):
    - a. Notice to Proceed (pages 1 to 1, inclusive);
    - b. CONTRACTOR's Bid (pages 1 to 5, inclusive);

- c. Documentation submitted by CONTRACTOR prior to Notice of Award (pages \_\_\_\_ to \_\_\_\_\_, inclusive);
  - d. Drug Free Work Place Affidavit
12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Written Amendments;
  - b. Work Change Directive;
  - c. Change Order(s).

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraphs 3.05 of the General Conditions.

## **ARTICLE 10 - MISCELLANEOUS**

### *10.01 Terms*

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

### *10.02 Assignment of Contract*

A. No assignment by a party hereto of any rights under or interest in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### *10.03 Successor and Assigns*

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

### *10.04 Severability*

A. Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**IN WITNESS WHEREOF, OWNER and CONTRACTOR** have signed four (4) copies of this Agreement. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 2017 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

**City of Oak Ridge**  
\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY:**

[CORPORATE SEAL]

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

Attest \_\_\_\_\_

Address for giving notices

Address for giving notices

**Post Office Box 1**  
**Oak Ridge, TN 37831-0001**  
\_\_\_\_\_

License No. \_\_\_\_\_  
(State of Tennessee)

Agent for service of process \_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Designated Representative:

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

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

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

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

Address: **Post Office Box 1**  
**Oak Ridge, TN 37831-0001**  
\_\_\_\_\_

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

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Facsimile: \_\_\_\_\_

# BID ENVELOPE COVER

CITY OF OAK RIDGE, TENNESSEE

CONTRACT NUMBER: COR630

**SEALED BID FOR**

Wastewater System Rehabilitation Program

Turtle Park II Sewer Basin

**DELIVERY INSTRUCTIONS:**

PLACE: Finance Department, City of Oak Ridge

100 Woodbury Road, Post Office Box 1, Oak Ridge, TN 37831-0001

DATE: Wednesday, June 21, 2017

TIME: 2:00 PM

\*\*\*\*\* ANY BLANK SPACES MAY CAUSE BID TO BE UNACCEPTABLE AND REJECTED. \*\*\*\*\*

**BIDDER IDENTIFICATION:**

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

**TENNESSEE CONTRACTOR LICENSE INFORMATION:**

LICENSE NUMBER: \_\_\_\_\_

Provide complete information if licensed, or circle the following: **BIDDER UNLICENSED**

LICENSE EXPIRATION DATE: \_\_\_\_\_

LICENSE DOLLAR LIMIT: \_\_\_\_\_

LICENSE CLASSIFICATION(S) APPLICABLE TO PROJECT: \_\_\_\_\_

- \* If **any** work, regardless of dollar value, is required for Plumbing, HVAC or Electrical, list subcontractor(s) below that will perform that work. If value of subcontractor's work is such that no license is required, and subcontractor is unlicensed, fill in "**N/A**" in the license number column, but still fill in the name. If Bidder will perform that work with Bidder's own forces, fill in Bidder's name below as subcontractor.
- \* If there is **no** work in a category, write "**None Required**" or "**N/A**" in the space provided below for subcontractors.
- \* If acceptance of alternate or combination of alternates changes subcontractor, so indicate.
- \* Provide state contractor license number, expiration date, and applicable classification(s) for bidder and listed subcontractors.
- \* Please provide all names in the same style as used for licensing and other legal transactions, without embellishment.

**SUBCONTRACTOR COMPANY NAMES:**

PLUMBING: \_\_\_\_\_

HVAC: \_\_\_\_\_

ELECTRICAL: \_\_\_\_\_

MASONRY: \_\_\_\_\_

**NOTE:** These names **MUST** be completed in accordance with the above or the bid will not be opened.

**SUBCONTRACTOR LICENSE INFORMATION:**

SUBCONTRACTOR	LICENSE NUMBER	EXPIRES	CLASSIFICATION
PLUMBING			
HVAC			
ELECTRICAL			
MASONRY			