



**INVITATION TO BID AND INSTRUCTIONS TO BIDDERS**

**FY2020-117**

**WATER VALVE REPLACEMENT – 16” WATER PLANT  
DISTRIBUTION LINE**

**BID OPENING**

**February 25, 2020  
2:00 p.m., Local Time**

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

**Telephone: (865) 425-1819  
Email: [lmajeski@oakridgetn.gov](mailto:lmajeski@oakridgetn.gov)  
Attn: Lyn Majeski**

**CITY OF OAK RIDGE, TENNESSEE**  
**Invitation to Bid and Instructions to Bidders**

FY2020-117

February 10, 2020

**Project: Water Valve Replacement – 16” Water Plant Distribution Line**

**Invitation**

Bids will be received by the City of Oak Ridge until 2:00 p.m. local time, February 25, 2020, then publicly opened in the Central Services Complex Multipurpose Room at 100 Woodbury Lane, Oak Ridge, Tennessee 37830, for furnishing all labor, materials, supplies, tools, and equipment necessary to perform all work and services described in the Contract attached hereto, in strict accordance with the terms and provisions of said Contract and any attachments thereto. (See attached Scope of Work)

All bids must be completed and submitted on the Bid Form provided. All options must be bid unless the Bid Form provides otherwise. The bids shall be submitted on or before the time set for the opening of bids. Bids received after the time so set are late bids and will not be considered. Late bids, unmarked envelopes, and incorrectly marked envelopes will not be opened. Electronic bids are not accepted.

**Discrepancies**

Should the Bidder find any discrepancies in, or omission from, the bid documents, or should the Bidder be in doubt as to their meaning, the Bidder shall at once notify Lyn Majeski at (865) 425-1819 or [lmajeski@oakridgetn.gov](mailto:lmajeski@oakridgetn.gov) and obtain an interpretation or clarification prior to submitting a bid. Any interpretation or clarification given in accordance with this provision shall be in writing and will be distributed to all known Bidders. Only questions answered in writing will be binding. Oral and other interpretations or clarifications will be without legal effect. All questions must be submitted to Lyn Majeski no later than 12:00 noon, local time, on February 19, 2020 in order to give sufficient time for responses to be sent to all prospective bidders.

**Prices**

The Bidder shall submit UNIT bid prices as specified on Bid Form. It is agreed that this bid document in its entirety is included in and made a part of the contract between the City and the successful Bidder.

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.

**Withdrawal of Bids**

Bids may be withdrawn on written or telegraphic request received from Bidders prior to the time fixed for opening the bids. Such written request must be on company letterhead signed by a company official and must indicate the specific bid project and bid price to be withdrawn in order to verify the identity of the bidder.

## **Rejection of Bids**

The City reserves the right to reject any and all bids when such rejection is in the interest of the City of Oak Ridge; to reject the bid of a Bidder who has previously failed to perform properly or complete on time jobs of a similar nature; to reject the bid of a Bidder who is not, in the opinion of the City, in a position to perform the Contract, and to reject the bid of a Bidder not submitted in accordance with this Invitation to Bid.

## **References**

With the bid, each Bidder shall furnish at least three (3) references for whom work similar to that covered by the specifications herein was performed.

## **Equipment**

The Bidder shall have available under Bidder's control, tools and equipment of the type, character and amount required to complete the proposed work within the specified time. Each Bidder shall furnish a list of the tools and equipment proposed for use on the work if requested.

## **Personnel**

Each Bidder shall have available or shall agree to have available under Bidder's control sufficient equipment and personnel to complete the proposed work within the specified time.

## **Method of Work**

Upon request, each Bidder shall describe the method or methods to be used in the performance of the required work.

## **Bidders Interested in More than One Bid**

A party who has quoted prices to a Bidder is not thereby disqualified from quoting prices to other Bidders or from submitting a bid directly for the work; however, more than one bid for the same work from an individual or entity under the same or different name will not be considered.

## **Insurance**

The successful Bidder will be required to maintain Worker's Compensation, Comprehensive General Liability, and Comprehensive Automobile Liability and Property Damage Insurance in accordance with the provisions of the Contract Documents. The City of Oak Ridge, Tennessee shall be named as an additional insured.

## **Bid Surety**

(Intentionally Omitted)

### **Drug-Free Workplace Affidavit Form**

A Drug-Free Workplace Affidavit form is included in this bid package and must be submitted with the bid.

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

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

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

### **Award of Contract**

The City will make the award as soon as practicable to the lowest responsible Bidder, price and other factors considered, provided it is reasonable and in the best interest of the City. The City reserves the right to award the contract to more than one bidder if in the best interest of the City. The successful Bidder(s) shall be required to execute the Contract attached hereto.

### **Timeframe for Completion**

Work shall commence after the City's issuance of a Notice to Proceed and shall be completed within thirty (30) calendar days of such notice, unless an alternate schedule is approved by the parties in writing.

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

No contract shall be made with any officer or employee of the City or any firm or corporation in which any officer or employee of the City has financial interest.

### **Compliance with All Laws, Ordinances, Statutes, and Regulations**

The Contractor shall comply with all federal, state, county and local laws, ordinances, statutes, and regulations. Pursuant to City Code § 5-413, the City may not accept bids from Bidders in default of any payment of any nature due to the City, including but not limited to taxes, licenses and fees.

### **Tobacco Products**

The selected Bidder and its employees/subcontractors shall comply with all building policies, regulations, schedules and rules as set out and required by the City. Please note smoking (including e-cigarettes) and the use of tobacco products (chewing) is prohibited in City-owned facilities. For any work done at City facilities, any smoking occurring outside of the buildings must occur at least twenty (20) feet away from any entrance, open window or other opening into which smoke could infiltrate into the building. Spent smoking materials are to be properly discarded and not littered on the grounds.

### **Anti-Discrimination**

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

### **Competency of Workers / Background Checks**

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

### **Iran Divestment Act**

All bidders shall complete and submit with their bid the Compliance with Iran Divestment Act form as set forth in the bid package (Tennessee Code Annotated §12-12-101 et. seq.).

### **Special Provisions for Secured Areas**

The following are special provisions for access to secured areas such as the City's Water Treatment Plant, the Y-12 Plant, the K-25 Plant, and ORNL. All Qualified Bidders are informed of these requirements at this time to give them an idea of the security requirements in place during this project. This list is by no means exhaustive of all requirements and is subject to change at any time.

*Security Requirements:* The Contractor shall conform to all applicable security requirements of the U.S. Department of Energy while performing work and services in secured areas.

*U.S. Citizenship Requirement:* All workers on site in secured areas must be citizens of the United States and shall provide proper, valid documentation, such as a certified birth certificate or a U.S. issued passport, proving such citizenship to the satisfaction of the U.S. Department of Energy.

*Temporary Work Badges:* Workers on site in secured areas must be able to apply for, and shall apply for, temporary work badges. Proper documentation such as a certified birth certificate or a U.S. issued passport will be required with the badge application.

*Vehicles and Equipment over Eight Feet in Height:* Vehicles and equipment over eight (8) feet in height are required to use the contractor's entrance to access the Water Treatment Plant and the Y-12 plant Site A lines.

## Bid Submittal Instructions

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

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

\*If bid equals or exceeds \$25,000, include this information if a contractor's license is required for this project per the State of Tennessee's Contractors Licensing Board. (The same information must also be provided for major subcontractors.)

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

If the bid is submitted by mail rather than hand-delivery, the sealed envelope containing the bid must be enclosed in another envelope addressed as stated above. Bids submitted by mail should indicate on the outside envelope, lower left corner, the following: "Sealed bid for FY2020-117: Water Valve Replacement - 16" Water Plant Distribution Line to be opened February 25, 2020, at 2:00 p.m., local time" to ensure the bid is delivered to the appropriate person at the City in a timely fashion. Late bids are not accepted and will not be opened.

**BID FORM**

**Project: Water Valve Replacement - 16" Water Plant Distribution Line**

In compliance with the Invitation for Bids, dated February 10, 2020, the undersigned Bidder:

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

(\*fill in as appropriate)

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

If written Notice of Award is received, the Bidder agrees to furnish to the City of Oak Ridge, within ten (10) working days after receipt of said Notice of Award, the required insurance certificates naming the City of Oak Ridge as an additional insured.

**BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:**

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_      Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_      Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Bidder understands that the City 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. The successful bidder shall sign and return the contract for this project within ten (10) days of receipt from the City at which time this Bid Form will be incorporated by reference and said unit prices will be the unit prices used for payment under the contract.

Schedule of Prices\*

Item No	Description	Unit	Quantity	X	Column A Unit Price	=	Column B Amount
1.	Top (Slab) Removal	LS	1	X		=	\$
2.	Removal of existing 3-Way Valve System	LS	1	X		=	\$
3.	Install New 3-Way Valve System	LS	1	X		=	\$
4.	Install Valve Pit Drain	LS	1	X		=	\$
5.	Pit Backfill and Form and Pour Pad	LS	1	X		=	
6.	Remove 2" Tap and Structure	LS	1	X		=	\$
7.	Dress and Restore	LS	1	X		=	\$
8.	Replace Flange and up to 5' of Pipe	LS	3	X		=	\$
9.	Install 16" DIP	LF	60	X		=	\$
<b>TOTAL BID AMOUNT</b>							\$

\*Bid prices shall be effective for at least ninety (90) days after the bid opening date.



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

By: \_\_\_\_\_  
Signature

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

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

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

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

Email: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

NOTE: In accordance with the Invitation to Bid, the following attachments are required: at least three (3) references, the Drug-Free Workplace Affidavit, and Compliance with the Iran Divestment Act.

**DRUG-FREE WORKPLACE AFFIDAVIT**

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

The undersigned principal officer of \_\_\_\_\_, an employer of five (5) or more employees, contracting with the City of Oak Ridge, Tennessee, to provide construction services, hereby states under oath as follows:

1. That the undersigned is a principal officer of \_\_\_\_\_ (hereinafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to Tennessee Code Annotated § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services or who is awarded a contract to provide construction services or who provides construction services to the state or local government to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code.
3. The Company is in compliance with Tennessee Code Annotated § 50-9-113.

Further affiant saith not.

\_\_\_\_\_  
Principal Officer

State of \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

Before me personally appeared \_\_\_\_\_ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_.

**COMPLIANCE WITH IRAN DIVESTMENT ACT**

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

Bidder: \_\_\_\_\_

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

\_\_\_\_\_  
(Name – Printed)

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

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

**CONTRACT**

This Contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Oak Ridge, Tennessee, a municipal corporation, hereinafter called the "City," and \_\_\_\_\_  
\_\_\_\_\_  
a \_\_\_\_\_, hereinafter called the "Contractor."

**WITNESSETH**

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

**ARTICLE 1 – Scope of This Contract**

The work to be done consists of furnishing all labor, materials, supplies, tools, equipment and other incidentals necessary to perform all work and services required for the Water Valve Replacement project, located in Oak Ridge, Tennessee 37830, for the City of Oak Ridge, in strict accordance with the terms and provisions of this Contract, the Specifications, and the bid of the Contractor attached hereto.

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

**ARTICLE 2 – Term**

This Contract shall become effective upon its execution and shall continue in full force and effect through December 31, 2020. Work shall commence after the City’s issuance of a Notice to Proceed and shall be completed within thirty (30) calendar days of said notice, unless an alternate schedule is approved by the parties in writing.

**ARTICLE 3 – Changes**

- A. City may, by written order, and without notice to the Sureties, make changes in the specifications of this Contract within the general scope thereof. If any such changes cause an increase or decrease in the scope of this Contract or in the time required for its performance, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly.
- B. Should the Contractor encounter conditions materially different from those shown in the specifications, the City shall be notified in writing immediately of such conditions before they are disturbed. The City shall thereupon promptly investigate the conditions and if it finds that they do so materially differ from those specified, this Contract shall be modified to provide for any increase or decrease of cost and difference in time resulting from the conditions so found.

- C. Except as otherwise herein provided, no charge for any extra work or material will be allotted unless the same has been approved in writing by the City, and the price stated.

#### ARTICLE 4 – Inspections and Defective Work

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

This provision does not negate, modify or replace any warranties contained elsewhere in this Contract. This provision shall survive the termination or suspension of this Contract.

Neither payment nor any provisions in the Contract document shall relieve the Contractor of responsibility for faulty materials or defective workmanship. The City shall give notice of observed defects with reasonable promptness. The deterioration due to ordinary use and normal wear is excepted from this guarantee.

The Contractor shall reimburse the City for the cost of damage, if any, as well as the cost of replacing defective materials or workmanship. If replacements are not made within ten (10) days after notice is given of such defect in workmanship, or thirty (30) days in case of materials, then the City shall have the right to make replacements and charge the cost of same to Contractor or the Contractor's surety.

#### ARTICLE 5 – Site Investigation

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

#### ARTICLE 6 – Delays, Damages

If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in Article 2, or fails to complete the work within such time, the City may terminate this Contract. In such event, the City may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the City for any excess cost occasioned thereby. If this Contract is so terminated, the City may take possession of and utilize in completing the work such materials, appliances, tools and equipment as may be on the site of the work and necessary therefore.

#### ARTICLE 7 – Payment

As consideration for performing all work and services set forth in this Contract, and as full consideration thereof, the City agrees to pay the Contractor \$ \_\_\_\_\_ in accordance with the bid sheet of the Contractor which is incorporated by reference into this Contract. Payment shall be made after satisfactory completion of the work and approval by the City. The Contractor shall submit an invoice upon completion of the work to Roger Flynn, City Engineer, for approval and payment.

## ARTICLE 8 – Final Payment

Upon completion of the work and services covered by this Contract and before final payment, the Contractor must furnish evidence to satisfy the City that all suppliers of materials used and all labor and other employees working for the Contractor pursuant to this Contract have been fully paid. Upon final payment, the City is to be released from all liability whatsoever growing out of this Contract.

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

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

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

## ARTICLE 10 – Completion and Performance Bond and Labor and Material Bond

### A. Completion and Performance Bond

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

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

B. Labor and Material Bond

(Intentionally Omitted)

ARTICLE 11 – Rate of Progress

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

ARTICLE 12 – 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 13 – Insurance

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

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

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

1. Comprehensive General Liability:

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

2. Workers' Compensation and Employer's Liability as provided for in applicable statutes.

3. Comprehensive Automobile Liability (Including all owned, non-owned and hired vehicles)		
Bodily Injury	\$300,000	each person
	\$700,000	each occurrence
Property Damage	\$100,000	each occurrence
Or Combined Single Limit of	\$1,000,000	

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

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

ARTICLE 14 – Permits and Licenses

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

ARTICLE 15 – Subcontracting and Assignment

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

ARTICLE 16 – Superintendence by the Contractor

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



ARTICLE 17 – Termination for Convenience

This Agreement may be terminated in whole or in part by the City in accordance with this provision whenever the City Manager shall determine that such a termination is in the best interests of the City. Any such termination shall be effected by delivery to the Contractor at least thirty (30) days in advance of the termination date specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the compensation shall be made for completed services, but no amount shall be allowed for anticipated profit on unperformed services.

ARTICLE 18 – Termination of Contract for Cause

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

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

ARTICLE 19 – Anti-Discrimination

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

ARTICLE 20 – Personnel

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

ARTICLE 21 – Reports and Information

At such times and in such forms as the City may require, the Contractor shall furnish to the City such periodic reports as are requested by the City pertaining to the work and services covered by this Contract, the costs and obligations incurred or to be incurred in connection herewith, and any other matters covered by this Contract. The City can audit the Contractor's and the Contractor's subcontractors' financial records pertaining to this project.

ARTICLE 22 – Liquidated Damages

(Intentionally Omitted)

ARTICLE 23 – Independent Contractor

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

ARTICLE 24 – No Waiver

The failure to enforce any term or condition of this Agreement shall not be construed as a waiver of any term, condition, or provision of this Agreement.

ARTICLE 25 – Severability

If any provision is held to be unenforceable by a court of competent jurisdiction, the enforceability of the other provisions shall not be affected.

ARTICLE 26 – Governing Law

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

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written, the City of Oak Ridge, by its Mayor, by authority duly given.

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE

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

\_\_\_\_\_  
Mayor

(CONTRACTOR)

\_\_\_\_\_  
Signature

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

Attachments: Specifications/Scope of Work  
Bid Documents  
Contractor's Bid

Approved by Resolution \_\_\_\_\_

**COMPLETION AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

FY2020-117

THAT \_\_\_\_\_  
(Name and address of legal title of Contractor)

as Principal, hereinafter called Contractor, and \_\_\_\_\_  
SURETY, hereinafter called Surety, and held and firmly bound unto the City of Oak Ridge, as Obligee, in  
the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_, 20\_\_\_\_\_  
entered into a Contract with the City of Oak Ridge for

\_\_\_\_\_ in accordance with the specifications and  
approved amendments, which Contract is by reference made a part hereof, including all the obligations  
thereunder, and is hereinafter referred to as the Contract.

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

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

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

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

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_\_  
IN THE PRESENCE OF:

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Principal (Seal)

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Surety (Seal)

## SCOPE OF WORK

### REPLACEMENT OF SIXTEEN (16) INCH DIAMETER THREE (3) WAY VALVE SYSTEM

#### 1.0 SCOPE OF WORK – CONTRACTOR RESPONSIBILITIES

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

The City of Oak Ridge (City) owns a three (3) way valve system that connects two (2) sixteen (16) inch cast iron lines that are part of the city’s water distribution system. The valve system is enclosed in a poured in place concrete vault that is approximately ten (10) foot square inside. It is assumed the concrete is reinforced. The approximate wall thickness is eight (8) inches. The top, which is traffic bearing, is believed to be poured in place and is supported by four (4) concrete beams, two (2) in each direction that are perpendicular. Top thickness is unknown. There are removable concrete access hatches above each of the three (3) valves.

One of the circa 1940 valves is broken in the closed position. The City believes it is not advisable and may not be possible, to replace the single valve. The City desires to replace the entire valve system. The City also believes it is most likely not possible to replace the system through the access hatches and, therefore, anticipates the need to remove the top of the vault.

The work of this Contract is generally:

- A. CONTRACTOR to provide labor and equipment to excavate around existing in-ground valve pit and remove concrete top.
- B. CONTRACTOR to replace three (3) way valve system.
- C. CONTRACTOR to backfill existing valve vault with stone, form and pour in place new concrete pad and restore area and disturbed gravel road.
- D. CONTRACTOR to remove two (2) inch tap and structure adjacent to valve vault

City will provide valves, fittings and appertences. City will provide stone for backfill and concrete, and reinforcement for traffic bearing pad. CONTRACTOR will provide material needed to form and pour three (3) concrete piers for pipe support.

#### 1.1 CONTRACTOR Responsibilities

- A. All regulations and requirements of the City of Oak Ridge must be followed in construction of the various components of the project.
- B. CONTRACTOR must abide by all regulations and requirements of Occupational Safety and Health Administration (OSHA).
- D. CONTRACTOR is solely responsible for maintaining a safe work environment for his/her employees and for public safety relating to the project.
- E. CONTRACTOR shall be responsible for any damage that is caused by his or her negligence. Disturbance caused by traveling to and from site and work necessary to complete scope of work is expected and is not considered damage. Dressing area disturbed by equipment, seeding and straw will be compensated.

CONTRACTOR will be responsible for providing employees eligible to work inside the Y-12 National Security Complex (NSC). Consolidated Nuclear Services (CNS) operates the Y-12 NSC. CONTRACTOR and his/her employees will be required to obtain temporary visitor or CONTRACTOR badges from the Y-12 badging office. To obtain a badge, persons must be a U.S. Citizen and will be required to attend a one (1) day general awareness training on Y-12 site rules and procedures. Mr. Brian Hutson will be the point of contact with CNS. Mr. Hutson may be contacted at (865) 250-7785. Please call (865) 574-3280 to contact the badge office for additional information. Personnel entering the site may do so through the main portal; however, heavy equipment will enter through a separate portal and will be inspected by security using canines. Additional access may be via the west entrance to the patrol road, however, it is approximately seven (7) miles away. Equipment may be surveyed for contamination prior use and upon exiting the site.

The location of this project is in an area where the only construction that has taken place is that which is necessary to lay the water distribution line and grade an unpaved patrol road. There is no reason to anticipate any contamination; therefore, it will not be necessary for CONTRACTOR'S employees to use protective equipment other than that which would be required to work safely in a normal construction area. CNS will provide health physics technicians to monitor the work area to ensure no contamination is present.

## **2.0 CONTRACT**

- A. This Contract will become effective when the notice to proceed (NTP) is issued and will remain in effect until complete. Anticipated completion to be within thirty (30) calendar days (weathering permitting) after the NTP.

## **3.0 INFORMATION FOR BIDDERS**

- A. For the information and guidance of bidders, the following explanation of the Bid Form items is made: The omission of reference to any item in this description shall not; however, alter the intent of the Bid Form or relieve the CONTRACTOR of the necessity of furnishing, such as part of the Contract(s).
- B. The City desires to replace a circa 1940 three (3) way valve system located in an underground concrete pit as efficiently as possible. The award of this contract will be based on the lowest and best bid for the replacement of the entire system. Some uncertainty exists relative to the construction of the vault and bid items have been included for alternate repair methods. The City may determine after inspection that some the items are not needed. The City reserves the right to omit bid item(s) and will pay only for work performed.
- C. The quantities set forth in the Bid Form represent those required to replace the valve system in its entirety. These quantities are given to establish a uniform basis for the comparison of Bids. Unit prices are used as a means of computing the final figures for Bid and Contract purposes.
- D. By submitting a bid for this project, CONTRACTOR certifies that he or she has either visited the location or has become familiar enough by examining available information to be thoroughly knowledgeable regarding all aspects of the requirements for this project and that the bid submitted is sufficient to compensate CONTRACTOR for work required to successfully complete the project.

## **4.0 MEASUREMENTS AND PAYMENTS**

### **4.1 Definition of Units**

- A. Units by which payment will be calculated are defined in the section applicable to each operation. Dewatering for all items shall be considered incidental.
- B. Payment will be made on the basis of work actually performed, completing each item in the Contract, such work including, but not limited to, the furnishing of all necessary materials, labor, equipment, transportation, and clean-up, to complete the construction as described in the Specifications.
- C. Notwithstanding any other Sections, paragraphs, sentences, or words in the Contract documents, payments shall not be made for work not performed, materials not supplied and/or any other item/items for which the OWNER does not receive the benefit described or intended.

### **4.2 Cut-Off Date**

Due to the short duration of this project progress payments will not be required. The CONTRACTOR will submit one (1) invoice upon completion of the project.

### **4.3 Format and Data Required**

- A. The pay request should be a summary sheet showing each pay item, the unit cost per item, number of items, extended cost per item, and total cost of work completed during period. Submit applications typed on an Application for Payment form with itemized data typed on 8-1/2" x 11" white paper. Application should display the contractor's letterhead and reference the City's contract number.
- B. Provide itemized data on continuation sheet if needed.

## **5.0 WORK INSTRUCTIONS**

### **5.1 Job Conditions**

Immediately notify the OWNER of any unexpected or unusual conditions. Discontinue Work until OWNER provides notification to resume Work.

### **5.2 Quality Assurance**

- A. Adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts, and who are completely familiar with the specific requirements and the methods needed for the proper performance of the work in this Section, shall be provided and used to complete the work.
- B. Equipment adequate in size, capacity, and numbers to accomplish the Work in a timely manner shall be provided and used to complete the Work.
- C. CONTRACTOR shall provide adequate on-the-job supervision of all work and workmen to ensure that the Work meets all requirements of the Contract.

## 6.0 PRE-CONSTRUCTION INSPECTION

- A. The City will purchase and stockpile valves and fittings that are anticipated to be needed prior to issue of NTP. Prior to water shut off, CONTRACTOR will mobilize equipment and excavate around valve pit and two (2) inch tap outside of pit for purpose of determining if any additional materials are required and if proposed construction method are correct.
- B. Pre-construction inspection will be compensated under pay item one (1). Dewatering shall be considered incidental. Cost of excavation and inspection will be considered incidental to top removal. All excavation will be unclassified.

Spoil material will not be allowed to leave the Y-12 complex. It may be wasted on-site or CONTRACTOR will transport to a location within the Y-12 complex at the direction of Y-12 officials. Disposal of spoil will be considered incidental and will be compensated in pay item one (1).

## 7.0 WORK SEQUENCE

The following is a suggested sequence of steps anticipated to replace three (3) way valve system.

### 7.1 Top Removal

- A. Slab: If after inspection it is determined the top is a free-floating slab with lift holes, it will then be lifted and removed in one (1) piece, if possible.
- B. If weight of top exceeds available lift capacity, then each side will be lifted separate and shoring placed between top and vault. Top will be cut or sliced in slabs to allow lifting. Top shall not be allowed to fall in pit.
- C. Poured in place: If after inspection it is determined the top has been poured as part of the vault, a concrete cutting saw large enough to cut through the top or vault wall will be used to separate top from vault. After top is removed, it will then be lifted off per item(s) 7.1(A) and/or 7.1(B).
- D. CONTRACTOR will remove top/slab from site and dispose of it at a City-owned dump site located in east Oak Ridge near Elza Gate.
- E. The City believes 7.1(C) is the most likely scenario.
- F. Compensation for 7.1 *Top Removal* will be pay item one (1) and will be lump sum.

### 7.2 Removal of Existing Valves and Tee

- A. Removal of existing valves and tee by CONTRACTOR'S preferred method but must not damage flanges on inlet and outlet piping or allow piping to shift in vault wall. Piping between tee and valves may be cut to relive pressure, and bolts in flanges may be removed using impact tools or may be cut off using proper safety precautions.

Compensation for 7.2(A) *Removal of Existing Valves and Tee* will be pay item two (2) and will be lump sum.



### **7.3 Assembly and Installation of New Valves and Tee**

- A. Assemble new butterfly valves and tee per manufacture requirements. Measure and field cut spool sections to desired length. Install new components using MJ solid sleeves for alignment. Form and pour three (3) concrete piers to support and cradle piping.
- B. Compensation for 7.3(A) *Assembly and Installation of New Valves and Tee* will be pay item three (3) and will be lump sum.

### **7.4 Vault Drain**

- A. If no drain is present, the City representative may choose to install drain(s) prior to backfill. If so, a series of relief holes will be placed near the bottom of the vault that will allow water to seep out and leach into the surrounding ground.
- B. Compensation for 7.4(A) *Vault Drain* will be pay item four (4) and will be lump sum.

### **7.5 Vault Backfill**

- A. The City longer desires to maintain the new assembly in an underground pit but will instead supply stone to backfill pit to within one (1) foot of surface. CONTRACTOR will place stone as needed. Valve boxes will be placed during backfill. Minimal work required to spread stone will be considered incidental and will be compensated in pay item five (5).

### **7.6 Concrete Pad**

- A. CONTRACTOR will form and pour a one (1) foot deep concrete pad to a distance of one (1) foot outside of valve boxes. Pad will be reinforced with rows of #4 rebar on twelve (12) inch centers run perpendicular and tied where they cross. After concrete has set, remaining area outside of pad will be backfilled with crusher run gravel. Area will be dressed and restored. Seed and straw will be placed outside of gravel road.
- B. Compensation for 7.5(A) *Vault Backfill* and 7.6(A) *Concrete Pad* and restoration will be pay item five (5) and will be lump sum.

### **7.7 Removal of Two (2) Inch Tap and Structure**

- A. Remove concrete structure located approximately twenty (20) feet south of valve pit. Excavate down to pipe and remove two (2) inch tapping saddle and appentences. Install Smith Blair type wrap around repair clamp provided by the City. Backfill hole with stone, dress, and restore area.
- B. Compensation for 7.7(A) *Removal of Tap and Structure* will by pay item six (6) and will be lump sum.

## **8.0 LINE REPLACEMENT OUTSIDE OF VALVE PIT**

It is expected this project can be completed within the existing valve pit without disturbing the flanges inside the valve pit or any pipe or fittings outside of the valve pit; however, a contingency is provided if needed.

If after inspection it is determined any of the flange(s) on the pipe penetrating the vault walls has been damaged or if the pipe has shifted so that the valve assembly will not properly align, it will be necessary to replace that portion of pipe and flange. The CONTRACTOR will excavate outside the vault to a depth sufficient enough to expose the entire pipe, plus depth necessary to bed new pipe. The length of excavation will be a minimum of five (5), or if necessary up to an additional twenty (20), feet to connect to serviceable pipe using an MJ solid sleeve. A concrete saw large enough to cut through vault wall will be used to cut a two (2) foot wide section from wall creating a slot to allow removal of damaged pipe and flange. CONTRACTOR will install new pipe per sections 5.02 and 6.01(B)(3) of the City of Oak Ridge Standard Construction Requirements and Details. Flanges will be placed such that they align with new valve assembly to be installed.

Compensation for replacing any of the three (3) pipe penetrations will be lump sum for the first five (5) feet, pay item 7(A), and per foot for any additional pipe up to an additional twenty (20) feet, pay item 7(B).

## **9.0 WARRANTY**

During the warranty period, which shall be defined as twelve (12) calendar months after acceptance by the OWNER, any defects which will affect the integrity or strength of the valve shall be repaired at the CONTRACTOR'S expense, in a manner mutually agreed to by the OWNER and the CONTRACTOR.

## **10.0 APPENDIX**

- A. Location Drawing
- B. Plan View Drawing of the Interior of Valve Pit