



INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

FY2018-167

PAVEMENT REPAIR AND PATCHING PROJECT

BID OPENING

**April 24, 2018
2:00 p.m., Local Time**

**at the
Central Services Complex Materials Management Conference 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
Attn: Lyn Majeski**

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

FY2018-167

April 9, 2018

Project: Pavement Repair and Patching Project

Invitation

Bids will be received by the City of Oak Ridge until 2:00 p.m., local time, April 24, 2018, then publicly opened in the Central Services Complex Materials Management Conference Room at 100 Woodbury Lane, Oak Ridge, Tennessee, 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 Specifications)

The resulting contract will run through December 31, 2019; however, no quantities of work are guaranteed during the term of the contract.

All bids must be completed and submitted on the Bid Form provided. 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 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 seven (7) days prior to the bid opening date 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. However, no quantities of work are guaranteed during the term of the contract.

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.

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

Upon request, each Bidder shall furnish references for whom work similar to that covered by the specifications herein was performed, the year in which such work was performed and the manner of its execution, and giving such other information as will tend to show the Bidder's ability to perform the required work.

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.

Bid Surety

Each bid shall be accompanied by a bid guarantee payable to the City in the amount of ten percent (10%) of the total bid amount. The form of the bid guarantee shall be a bid bond or other suitable instrument (i.e. cashier's check, certified check, or Letter of Credit). The bid guarantees of unsuccessful Bidders shall be return to them by the City within fifteen (15) consecutive calendar days after execution of the Contract.

Drug-Free Workplace Affidavit Form

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

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.

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.

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.

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.

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 and the use of tobacco products (chewing) is prohibited in City 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.

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.

Bid Submittal Instructions

Pursuant to Tennessee Code Annotated § 62-6-119, 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 FY2018-167: Pavement Repair and Patching Project to be opened April 24, 2018 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.

FY2018-167 BID FORM

Project: Pavement Repair and Patching Project

In compliance with the Invitation for Bids, dated April 9, 2018, 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 Completion and Performance Bond; Labor and Material Bond or other suitable securities; and required insurance certificates naming the City of Oak Ridge as an additional insured.

Bidder understands that the City reserves the right to reject any or all bids and 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.

**FY2018-167 BID FORM
(continued)**

Item No	Description	Unit	Quantity (for bid purposes)	X	Column A Unit Price	=	Column B Amount	
1.	Milling	Sq. Yd.	25	X		=	\$	
2.	Excavation	Cu. Yd.	100	X		=	\$	
3.	Application of Mineral Base Aggregate	Cu. Yd.	50	X		=	\$	
4.	Application of Bituminous Base Course	Cu. Yd. (5.5"/yd ² =610 lb)	45	X		=	\$	
5.	Application of Tack Coat	Sq. Yd.	300	X		=	\$	
6.	Application of Surface Course	Sq. Yd. (1.5"/yd ² =161 lb)	300	X		=	\$	
7.	6" Detached Concrete Curb See Standard Detail 3.05 (Section 10 Appendix)	LF	20	X		=	\$	
8.	Standard Machine Formed Concrete Curb See Standard Detail 3.07 (Section 10 Appendix)	LF	20	X		=	\$	
9.	Curb and Gutter Section (typical) 27" x 10" See Standard Detail 3.09 (Section 10 Appendix)	LF	20	X		=	\$	
10.	Standard Concrete Sidewall 4' x 4' See Standard Detail 3.10 (Section 10 Appendix)	Sq. Ft.	10	X		=	\$	
11.	Standard Concrete Sidewalk 4' x 5' See Standard Detail 3.10 (Section 10 Appendix)	Sq. Ft.	10	X		=	\$	
12.	Standard Asphalt Sidewalk 2" Thickness 4' or 5' width	Sq. Ft.	10	X		=	\$	
TOTAL BID AMOUNT							=	\$

Total Bid Price (from previous page)

Pavement Repair and Patching Project

\$ _____

_____ Dollars and _____ Cents

Bidder acknowledges receipt of the following addenda:

Addendum No. _____ Date: _____
Addendum No. _____ Date: _____
Addendum No. _____ Date: _____

Addendum No. _____ Date: _____
Addendum No. _____ Date: _____
Addendum No. _____ 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: a Bid Bond in the amount of ten percent (10%) of the total bid price and the Drug Free Workplace Affidavit.

BID BOND

FY2018-167

KNOW ALL MEN BY THESE PRESENTS,

That we, _____,
(hereinafter called the "Principal"), as Principal, and the _____, of
_____ a

corporation duly organized under the laws of the State of _____

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

WHEREAS, the Principal has submitted a bid for:

_____.

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Invitation to Bid and Instructions to Bidders with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter such contract and give such bond, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____ A.D. 2018.

IN THE PRESENCE OF:

_____(Seal)
Principal

Witness

Title

Witness

_____(Seal)
Surety

Title

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____)
)
COUNTY OF _____)

The undersigned principal officer of _____, an employer of five (5) or more employees, contracting with the City of Oak Ridge, Tennessee, 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 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 _____, 2018.

Notary Public

My Commission Expires: _____.

CONTRACT

FY2018-167

This Contract entered into this _____ day of _____, 2018, 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 Pavement Repair and Patching Project in accordance with the attached Specifications. All work performed under this Contract shall be in strict accordance with the terms and provisions of this Contract, the Scope of Work, and the bid of the Contractor, all attached hereto and incorporated herein by reference.

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, 2019. No work shall begin until the Contractor has received a written notice to proceed. Work will be assigned by the City as needed, shall commence within ten (10) days of the Contractor's assignment of the work, and be completed in accordance with the schedule is approved by the parties at the time of assignment. Roger Flynn is the City's contact for this project and can be reached at (865) 425-1875 or rflynn@oakridgetn.gov.

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 for each project assigned under this Contract in accordance with the unit prices on the Contractor's bid sheet which is incorporated by reference into this Contract. The Contractor shall invoice the City for each project completed and payment shall be made by the City within thirty (30) days of satisfactory completion of the work.

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

Deleted without replacement.

B. Labor and Material Bond

Deleted without replacement.

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

Notwithstanding any other provisions in this Contract, the Contractor shall furnish all labor, materials, supplies, tools and equipment necessary to perform the work and services within allowed times for completion as set forth in these Contract Documents. Should the Contractor refuse or fail to comply with its obligations, or in the event the Contractor shall violate any of the provisions of this Contract, or the quality or quantity of the work performed is, in the judgment of the City, below standard and therefore unsatisfactory, the City shall have the right to cancel this Contract upon thirty (30) days written notice to the Contractor and to complete the work undertaken by the Contractor without incurring any liability to the Contractor except to pay the Contractor the fair value to the City of the work satisfactorily performed by the Contractor.

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 – 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
Bid Documents
Contractor's Bid

Approved by Resolution _____

SPECIFICATIONS

PROJECT: PAVEMENT REPAIR AND PATCHING

1.0 SCOPE OF WORK

1.1 Work Covered By Contract Documents

- A. The work of this Contract is generally:

Annual contract for repair of subgrade and repair or patching of pavement, replacement of concrete curb and gutter, and sidewalks on City streets and parking lots (public and private). The words repair and patch may be used interchangeably. The majority of these repairs will result from excavation for utility repairs however some may also result from subsurface failure or potholes.
- B. All regulations and requirements of the City of Oak Ridge must be followed in construction of the various components of the project.
- C. CONTRACTOR must abide by all regulations and requirements of Occupational Safety and Health Administration (OSHA). CONTRACTOR is solely responsible for maintaining a safe work environment for his/her employees and for public safety relating to the project.
- D. CONTRACTOR shall be responsible for any damage resulting from his/her activities. The Contractor shall be responsible for restoration of surfaces damaged during activities, and for yard restoration where grass is disturbed or rutting is caused by CONTRACTOR operating his/her equipment.
- E. The work includes but may not necessarily be limited to:

Annual Pavement Repair Project

 - 1. CONTRACTOR to provide materials, labor and equipment for the repair and/or restoration of asphalt/concrete pavements, sidewalks and curbs on City streets and parking lots (public or private).
 - 2. Provide proper work zones and traffic safety.
- F. CONTRACTOR shall be TDOT pre-qualified and approved.

1.2 Contract Term

This Contract will become effective when the notice to proceed is issued and will remain in effect until December 31, 2019, unless it is terminated.

2.0 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 quantities set forth in the Bid Form were established by averaging the area of approximately eight (8) repairs chosen at random. At the time of bid letting there were approximately one hundred and forty (140) locations known to be in need of repair. These quantities are given to establish a uniform basis for the comparison of Bids. Funding for the project is established by the City of Oak Ridge annual budget. The OWNER reserves the right to increase or decrease the quantity of any class or portion of the work during the progress of construction in accordance with the terms of the Contract. Unit prices are used as a means of computing the final figures for Bid and Contract purposes, for periodic payments for work performed, for determining value of additions or deletions, and wherever else as is reasonable.

3.0 MEASUREMENTS AND PAYMENTS

3.1 Definition of Units

- A. Units by which payment will be calculated are defined in the section application to each operation.
- 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.

3.2 Cut-Off Date

Submit Applications for Payment to OWNER at completion of work or each 30 days with the cut off for billing being on the 25th of each month.

3.3 Format and Data Required

- A. Application should be submitted in two (2) parts. The first part 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. The second part should be an itemization per location showing the specific repair(s) and cost per location. Submit applications typed on an Application for Payment form with itemized data typed on 8-1/2" x 11" white paper, continuation sheets.
- B. Provide itemized data on continuation sheet if needed.

4.0 WORK INSTRUCTIONS

4.1 Sequence

- A. CONTRACTOR shall be responsible for notifying individual resident(s) or businesses when work is taking place that will affect access to or use of their property prior to construction. CONTRACTOR is not responsible for issuing press releases prior to work. It is recommended that any agreements between the CONTRACTOR and resident(s) be recorded in writing. CONTRACTOR shall provide OWNER with written documentation of resident contact(s).

- B. Prior to beginning of any work, the CONTRACTOR shall take video recordings and/or photographs of the project work area in accordance with Section 4.2.
- C. Coordinate all work with the OWNER to ensure a successful Project. The schedule and actual construction operations must be approved by the OWNER.
- D. Execute Construction Schedule to minimize disruption to the OWNER'S facilities, the public convenience and safety, and to maximize Project construction efficiency. CONTRACTOR is responsible for notifying local emergency services prior to lane or road closures, and at the completion of work.
- E. Construct the work in stages to provide for public convenience.

4.2 Pre- and Post-Construction Video and Photographic Record

- A. The CONTRACTOR shall furnish all equipment and labor materials required to provide the OWNER with construction videos and/or photographs of the Project area. This shall be done when private property could be affected or the potential for claims for damage that is pre-existing are possible. Documented areas should include, but not be limited to, private driveways, parking lots, landscaping, and vehicles.
- B. Photos and/or videos shall become the property of the OWNER and none of the videos and photographs herein shall be published without express permission of the OWNER.
- C. Following completion of the work, additional videos and/or photos shall be made showing the same areas and features as in the pre-construction video or photographs. All conditions, which might later be subject to disagreement, shall be shown in sufficient detail to provide a basis for decisions.
- D. Compensation for pre- and post-video and photographic records shall be considered incidental.

5.0 WORK SPECIFICATIONS

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 INSTALLATION OF CONCRETE

- A. Street curb and gutter shall be standard 2' 3" or 2' 6" curb and gutter as shown on City of Oak Ridge Standard Construction Requirements and Details figures 3.05, 3.07 and 3.09, unless otherwise approved by the Public Works Director or his/her designee. These Curb and Gutter sections are typical. Actual configuration/cross section of existing Curb and Gutter sections may vary. CONTRACTOR will make adjustments as field conditions dictate. Curb and gutter shall be machine formed unless otherwise approved. Concrete shall be minimum 3000psi mix. Where curb and gutter is installed, mineral aggregate base course shall be required to extend beyond the curb and gutter in accordance with City of Oak Ridge Standard Construction Requirements and Details figure 3.04.
- B. Installation of street curb and gutter will be compensated under pay items seven (7) thru nine (9). Payment will be per linear foot.

7.0 INSTALLATION OF SIDEWALKS

7.1 Preparation

- A. CONTRACTOR shall set up work zone(s) for traffic, pedestrian, and worker safety using signage and/or flaggers, per section six (6) of the Manual on Uniform Traffic Control Devices.
- B. Irregular shaped areas should be saw cut to provide clean straight lines prior to patching.

7.2 Construction

Sidewalks shall be constructed in accordance with the latest edition of the TDOT, Standard Specifications for Road and Bridge Construction with the following incorporated changes:

- A. No new construction of sidewalks shall take place under this project. All sidewalks constructed as part of this project shall be to repair or replace existing sidewalks, and the width shall be same as the existing sidewalk.
- B. Minimum thickness of concrete sidewalks shall be four (4) inches and asphalt shall be two (2) inches. Sidewalks shall have a uniform slope toward the roadway and shall generally match the existing grades. When possible they should be constructed with a maximum of two (2%) percent. For typical sidewalk sections and details, see City of Oak Ridge Standard Construction Requirements and Details figure 3.1.
- C. Materials
 - 1. *Concrete*: Concrete used shall meet the requirements of the TDOT Standard Specifications for Class "A" Structural Concrete.
 - 2. *Asphalt*: Asphalt used shall meet the specifications in section 8.6A of this document.
 - a. *Base Material*: All sidewalks shall have four (4) inches of base material consisting of one and one-half (1½) inch maximum size, mineral aggregate base from an approved material plant, and shall meet requirements of Section 8.3A.

D. Construction Methods

1. *Excavation:* Excavation required for the construction of sidewalks and driveways shall be to the existing lines and grades.
2. *Fine Grading:* The CONTRACTOR shall do all necessary filling, leveling and fine grading required to bring the subgrade to the exact grades specified and compacted to ninety (90%) percent standard density in accordance with ASTM D698. Any undercutting excavation may be filled with gravel, thoroughly compacted in place to the satisfaction of the City.
3. *Forms:* Forms shall be of a material and section satisfactory to the City, straight, free from warp, and of a depth equal to the thickness of the finished work. They shall be securely staked to line and grade, maintained in a true position during the depositing of concrete.
4. *Finishing:* Concrete sidewalks shall be finished to a true, even surface. They shall be troweled and then brushed transversely to obtain a smooth uniform brush finish. Joints and sides shall be edged with suitable tools.
5. *Joints:* Expansion joints for concrete sidewalks shall be formed, using expansion joint material of an approved type and shaped to the section. Expansion joints shall be placed in the sidewalk at forty (40) foot intervals, or as otherwise approved by the City. Expansion joints shall also be placed at all intersections, sidewalks with concrete driveways, curbs, formations, and other sidewalks, and at other locations adjacent to old concrete work. Similar material shall be placed around all obstructions protruding into or through sidewalks or driveways. All expansion joints shall be one-half ($\frac{1}{2}$) inch in thickness. Edges of all construction and expansion joints, and other edges of all sidewalks shall be finished to approximately a one-fourth ($\frac{1}{4}$) inch radius with a suitable finishing tool. Sidewalks shall be grooved with a grooving tool on five (5) foot spacing, in accordance with the TDOT Standard Specifications. When sidewalk is against the curb, expansion joints and tooled grooves shall match those in the curb.

- E. Installation of concrete sidewalk will be compensated under pay items ten (10) and eleven (11), and asphalt sidewalk will be compensated under pay item (12). Payment will be per square foot.

8.0 PAVEMENT REPAIR

8.1 Preparation

- A. CONTRACTOR shall set-up work zone(s) for traffic, pedestrian, and worker safety using signage and/or flaggers, per section six (6) of the Manual on Uniform Traffic Control Devices.
- B. Irregular shaped areas should be saw cut to provide clean straight lines prior to patching.
- C. Milling will not typically be required. If needed, milling shall be performed at a minimum width of four (4) feet at any intersection, pavement joint or driveway to allow for a smooth uniform and level transition from new pavement to existing pavement.

- D. As necessary and possible, the OWNER will adjust valve boxes and manhole covers (if required). If the OWNER is unable to adjust valve boxes or manholes covers, milling may be required.
- E. Unless otherwise advised, the milling material may be transported by CONTRACTOR to be disposed of at Elsa Gate spoil site, located in east Oak Ridge.
- F. Milling of asphalt will be compensated under pay item one (1). Payment for milling will be at the unit rate per square yard.
- G. Compensation for all other preparation shall be considered incidental.

8.2 Excavation Prior to Patching

- A. Most patches will be performed at locations where excavation has taken place to repair an underground utility. These locations will typically have been backfilled on a temporary basis with stone, crusher run, and/or cold patch. Excavation of the top seven (7) inches (0.19 yd³/sq. yd.) of backfill will be required prior to placement of binder and topping, or the top thirteen (13) inches (0.36 yd³/sq. yd.) of backfill if the mineral aggregate base used during backfill of the utility repair is not adequate.
- B. Unless otherwise advised, the excavated material will become the property of the CONTRACTOR.
- C. Excavation prior to patching will be compensated under pay item two (2) at the unit rate per cubic yard.

8.3 Application of Mineral Aggregate Base Material

- A. Mineral aggregate base shall be in conformance with TDOT Type A Grade D per section 903.05, and shall be placed in accordance with TDOT Section 303 when possible.
- B. Compaction will be by rolling with a steel wheel roller when possible or by use of a Wacker packer when area is too small for a steel wheel roller. Compacted density shall not be less than ninety-five (95%) percent of maximum density determined in accordance with ASTM D698.
- C. Apply mineral aggregate base material at a compacted depth of not less than six (6) inches.
- D. Application of mineral aggregate base material will be compensated under pay item three (3). Payment will be at the unit rate per cubic yard (0.17 yd³/sq. yd.).

8.4 Application of Bituminous Base Course

- A. Bituminous base course shall be applied in accordance with TDOT section 307 if possible. The base course material shall conform to TDOT specification 307-01.07 grade BM.
- B. Application of hot mix asphalt shall take not take place when surface and ambient temperature is less than 50⁰ F.
- C. Receiving surface must be dry prior to application of hot mix asphalt.

- D. Asphalt mix shall be applied at a minimum temperature of 225^o F.
- E. Compaction will be by rolling with a steel wheel roller when possible, or by use of a Wacker packer when area is too small for a steel wheel roller.
- F. Compacted depth of Bituminous base course shall be not less than five and one half (5½) inches.
- G. Application of bituminous base course will be compensated under pay item four (4). Payment will be per cubic yard (0.15 yd³/sq. yd.).

8.5 Application of Tack Coat

- A. The size of the typical repair or patch will not be large enough to require tack. If needed, tack shall be applied at the rate of 0.10 gallon per square yard, unless otherwise approved by the OWNER. After application, sufficient time shall be allowed for separation of water, and before asphalt is applied.
- B. Prior to installation of tack (if required) or overlay, the base course surface shall be cleaned of all loose material by means of either power broom or hand broom(s). Loose material will become the property of the CONTRACTOR and will be removed from the site. The material shall not be allowed to pile up in or be disposed of on adjacent properties or yards.
- C. Tack shall only be applied to areas that received the top layer of asphalt that day.
- D. Proper precautions shall be used to prevent traffic from passing through the tack coat area.
- E. Application of tack coat will be compensated under pay item five (5). Payment will be per square yard.

8.6 Application of Surface Course

- A. Surface course shall be applied in accordance with TDOT section 407 if possible. The surface course material shall conform to TODT specification 411-01 grade E.
- B. Application of hot mix asphalt shall not take place when surface and ambient temperature is less than 50^o F.
- C. Receiving surface must be dry prior to application of hot mix asphalt.
- D. Asphalt mix shall be applied at a minimum temperature of 225^o F.
- E. Compaction shall be by rolling with a steel wheel roller.
- F. Compacted depth of surface course shall not be less than one and one half (1½) inches.
- G. Application of surface course will be compensated under pay item six (6). Payment will be per square yard (1.5"/ sq. yd. = 161 lb.).

9.0 CLEAN-UP AND WARRANTY

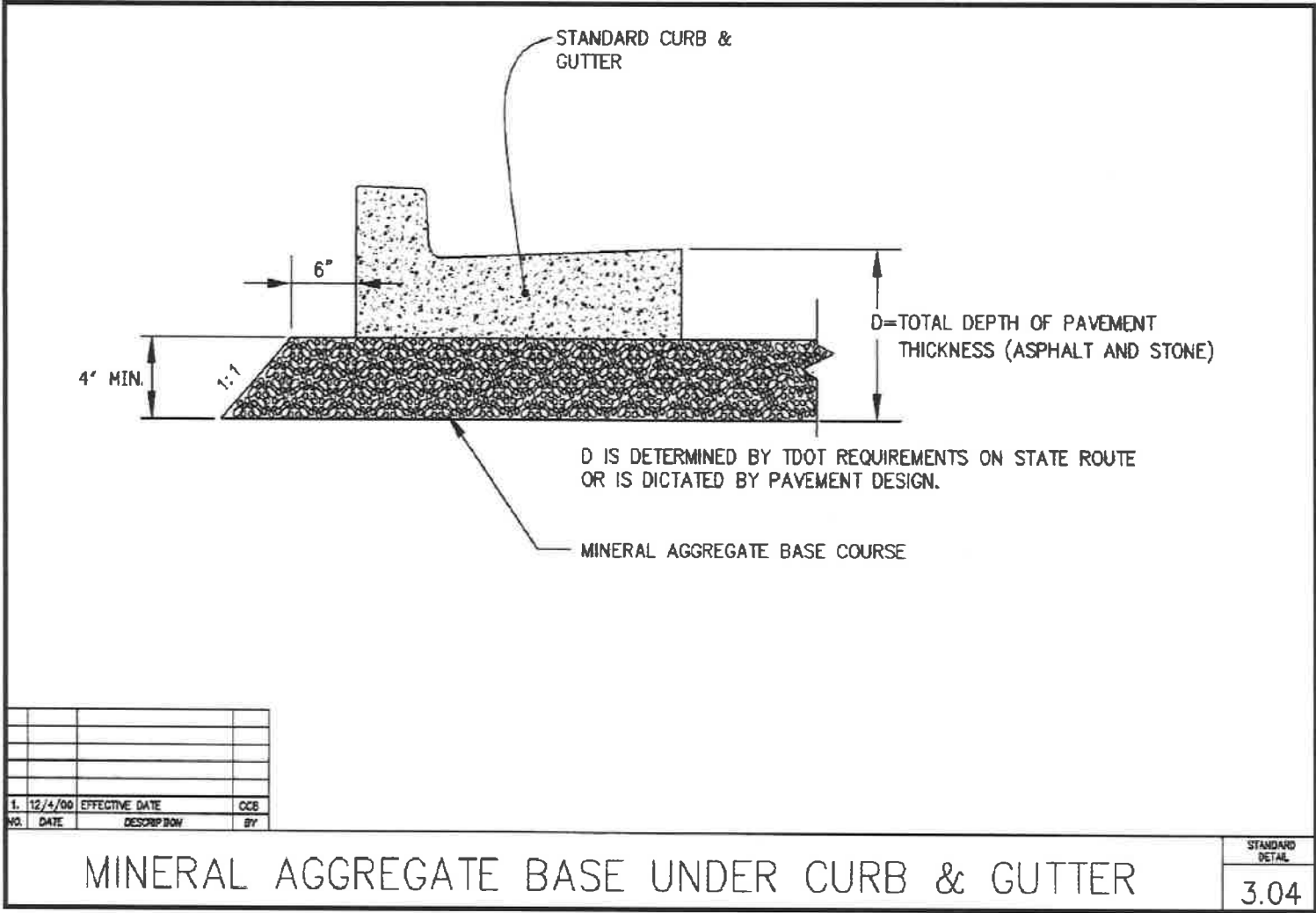
A. Clean-up and final completion of Work.

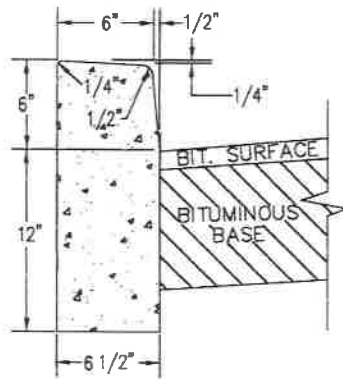
1. Upon acceptance of the installation Work and testing (if applicable), the CONTRACTOR shall reinstate the Project areas affected by the operations.
2. Damage repair to yards, lawns, sidewalks, driveways, roads, other utilities associated with the Work shall be the sole responsibility, and at the sole expense of the CONTRACTOR, unless specifically designated for payment under the Contract Unit Price Schedule.

B. Warranty

1. 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 manhole shall be repaired at the CONTRACTOR's expense, in a manner mutually agreed to by the OWNER and the CONTRACTOR.

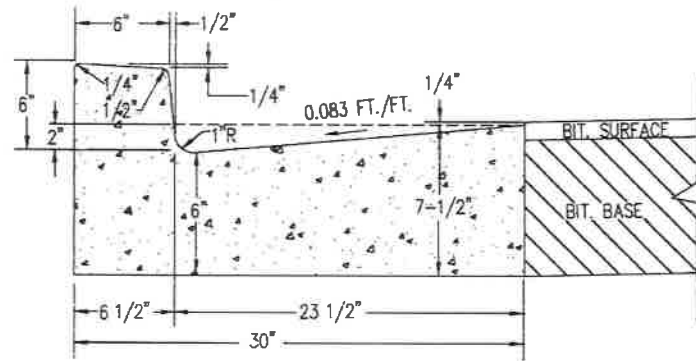
10.0 APPENDIX



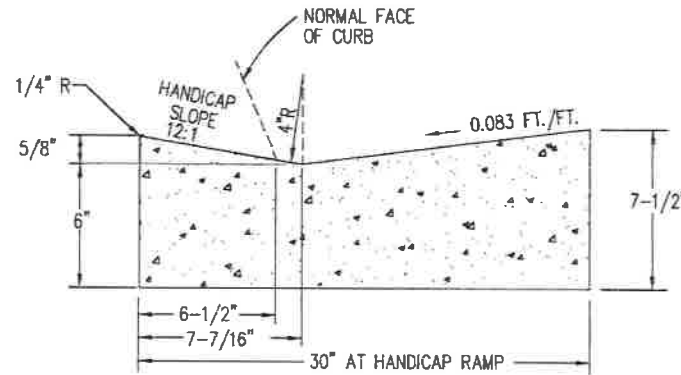
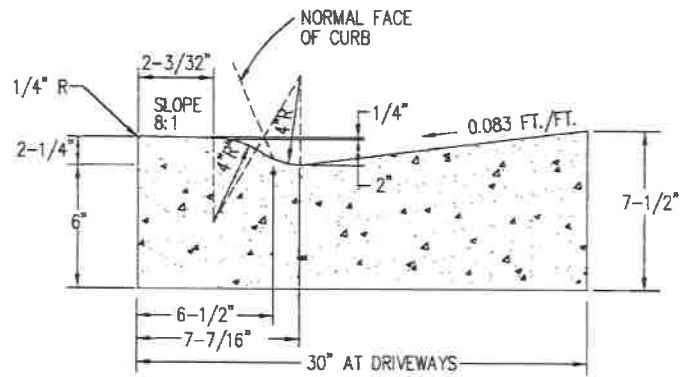


TYPE "A"

6" DETACHED
CONCRETE CURB



STANDARD 6" CONCRETE
CURB & GUTTER



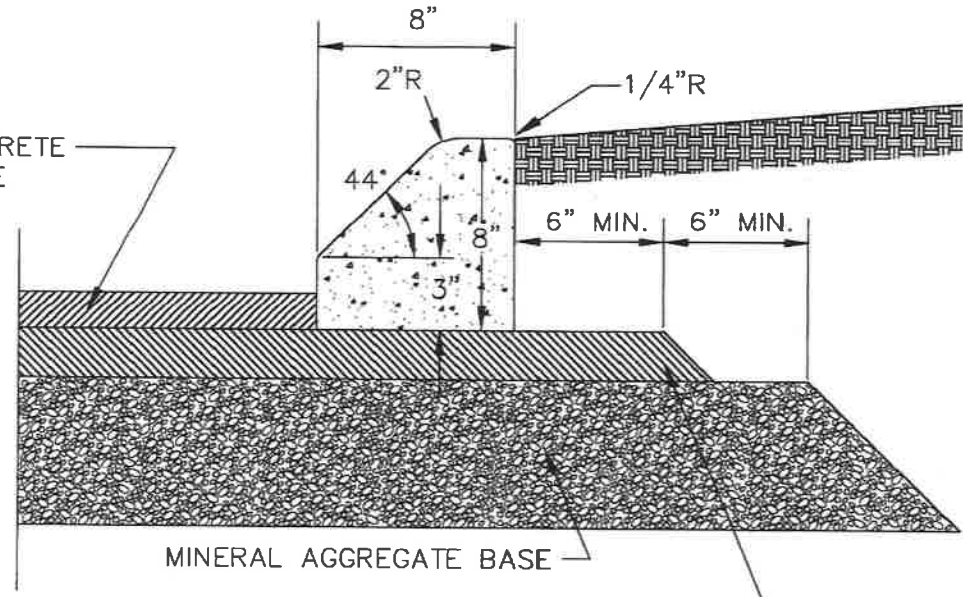
LOWERED CONCRETE CURBS

NO.	DATE	EFFECTIVE DATE	DESCRIPTION	BY
1.	12/4/00			

CURB & GUTTER DETAILS

STANDARD
DETAIL
3.05

ASPHALTIC CONCRETE
SURFACE COURSE
1-1/2" MINIMUM



MINERAL AGGREGATE BASE

BITUMINOUS BASE
TDOT "BM" MIX

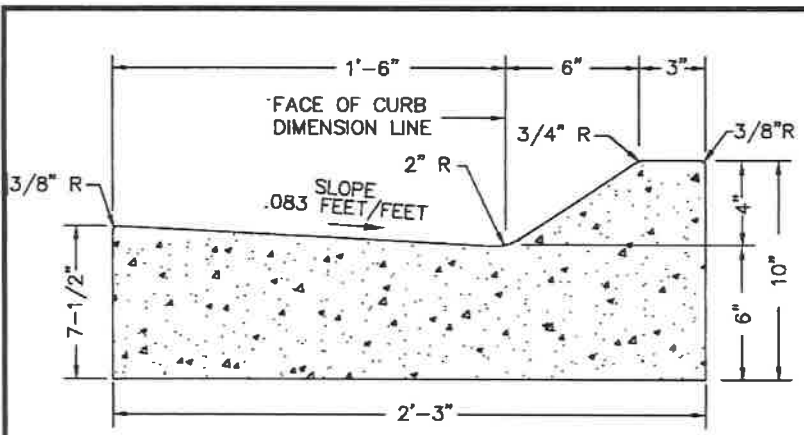
NOTE: THICKNESS OF MINERAL AGGREGATE BASE
AND BITUMINOUS BASE LAYERS SHALL BE
DETERMINED BY CBR SUBGRADE VALUES.

1.	12/4/00	EFFECTIVE DATE	CCB
NO.	DATE	DESCRIPTION	BY

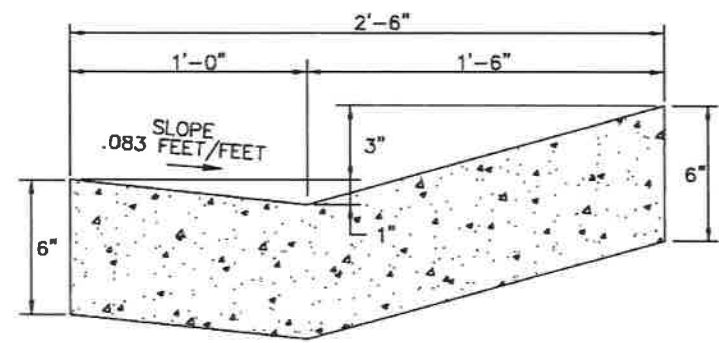
STANDARD CONCRETE MACHINE FORMED CURB

STANDARD
DETAIL

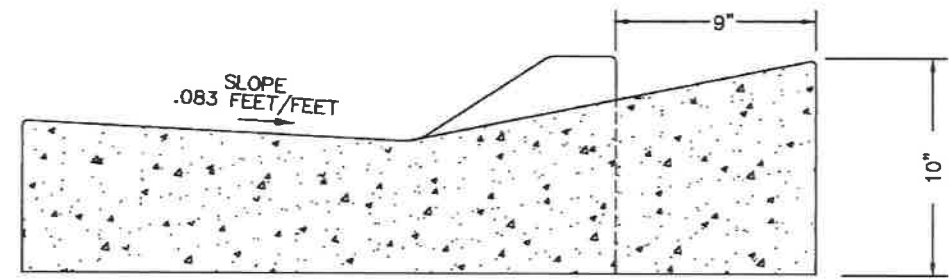
3.07



CURB AND GUTTER SECTION



VALLEY GUTTER SECTION
FOR NEW RESIDENTIAL AREAS



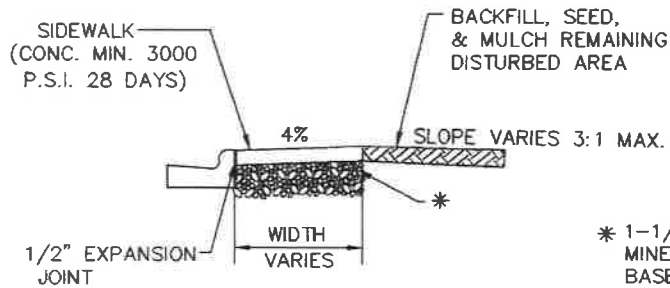
RESIDENTIAL LOWERED CONCRETE CURB
FOR EXISTING CITY CURB & GUTTER SECTIONS

NOTE: ALL DIMENSIONS ARE THE SAME AS STANDARD CURB AND GUTTER EXCEPT FOR EXTENDING THE BACK 9 INCHES AS SHOWN.

NO.	DATE	DESCRIPTION	BY
1.	12/4/00	EFFECTIVE DATE	COB

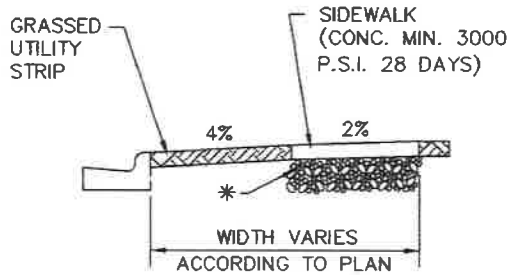
C.O.R. STANDARD CONCRETE CURB AND GUTTER

STANDARD
DETAIL
3.09



TYPICAL SECTION
WITHOUT GRASS STRIP

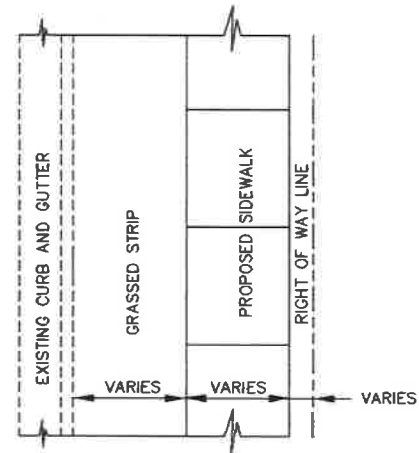
* 1-1/2" MAXIMUM SIZE
MINERAL AGGREGATE
BASE COMPACTED
TO 4" DEPTH AT 95%
STANDARD PROCTOR.
INCREASE TO 6" DEPTH
AT DRIVEWAYS.



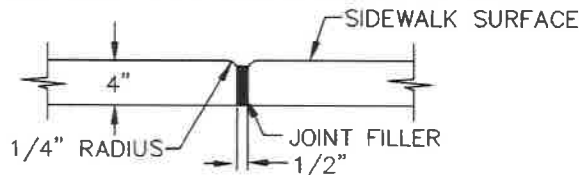
TYPICAL SECTION
WITH GRASS STRIP

NOTES:

- 1.) TRANSVERSE EXPANSION JOINTS TO BE A MAXIMUM OF 40 FEET
- 2.) ALL FINISHED CONCRETE TO BE COATED WITH LIQUID MEMBRANE-FORMING CURING COMPOUND, ASTM C-309
- 3.) ALL CONSTRUCTION TO MEET TENNESSEE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGES CONSTRUCTION, LATEST EDITION.
- 4.) WHEN ELECTRIC EQUIPMENT IS TO BE INSTALLED WITHIN THE SIDEWALK, THE DEVELOPER SHALL INSURE PROPER INTERFACE BETWEEN THE CONCRETE SIDEWALK AND THIS EQUIPMENT (e.g. MANHOLES, SERVICE PEDESTALS, ETC.) SEE ELECTRICAL STANDARD DETAIL 3.19.



PLAN VIEW



TRANSVERSE EXPANSION JOINT

1.	12/4/00	EFFECTIVE DATE	CCB
NO.	DATE	DESCRIPTION	BY

STANDARD CONCRETE SIDEWALK

STANDARD
DETAIL
3.10