



**SCARBORO PARK
UNIVERSALLY ACCESSIBLE PLAYGROUND
REQUEST FOR PROPOSALS
(FY2020-123)**

MANDATORY MEETING: PRE-PROPOSAL MEETING AND TOUR

**February 25, 2020 at 10:00 a.m., Local Time
Scarboro Park Playground
148 Carver Avenue**

PROPOSAL DUE DATE

March 19, 2020 at 2:00 p.m., Local Time

**Central Services Complex
Finance Department 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**

REQUEST FOR PROPOSAL
SCARBORO PARK PLAYGROUND

SCOPE OF REQUEST

The City of Oak Ridge is soliciting proposals for the design and installation of a universally accessible playground at Scarboro Park. The park is located at 148 Carver Ave, Oak Ridge, Tennessee. The park consists of a community recreation center, playground, and picnic shelter. The City envisions replacing the existing playground with a larger, universally accessible playground designed primarily to serve children from age two (2) to twelve (12).

The City and the chosen Respondent will enter into a contract (see attached) setting forth the parties' responsibilities. Respondents are encouraged to familiarize themselves with the terms of the attached contract. Submission of a proposal to this Request for Proposal (RFP) is the Respondent's concurrence with the terms of the attached contract unless exceptions are noted in the proposal.

MANDATORY PRE-PROPOSAL MEETING AND TOUR

There is a mandatory pre-proposal meeting and site tour on February 25, 2020 at 10:00 a.m. at Scarboro Park Playground located at 148 Carver Avenue, Oak Ridge, Tennessee 37830. All interested bidders are required to attend this meeting in order to submit a proposal. If directions to the site are needed, please contact Lyn Majeski.

PROPOSAL DUE DATE

All proposals shall be sent in a sealed envelope to the following address:

By mail:

Attn: Lyn Majeski
 Finance Department
 City of Oak Ridge
 P.O. Box 1
 Oak Ridge, Tennessee 37831

By express mail or personal delivery:

Attn: Lyn Majeski
 Finance Department
 City of Oak Ridge
 100 Woodbury Lane
 Oak Ridge, Tennessee 37830

The outside envelope should be clearly marked in the lower left-hand corner "RFP – Scarboro Park Playground due by 2:00 p.m., local time, on March 19, 2020." It is the Respondent's responsibility to deliver responses to the exact location specified prior to the time indicated above as proposals will be opened promptly at 2:00 p.m. local time on March 19, 2020.

Proposals will be publicly opened and names read aloud on the due date/time. The main purpose of this opening is to reveal the names of the Respondents, not to serve as a forum for determining the awarded proposal. Proposals will be evaluated after opening.

All Respondents shall submit the enclosed proposal sheet complete with all requested information as an accompaniment to their proposal.

No faxed, emailed or telephoned proposals will be accepted. Late proposals are not accepted.

QUESTIONS

For questions, please contact Lyn Majeski at (865) 425-1819 or lmajeski@oakridgetn.gov and obtain an interpretation or clarification prior to submitting a proposal. Any interpretation or clarification given in accordance with this provision shall be in writing and will be distributed to respondents attending the mandatory pre-proposal meeting and site tour. Only questions answered in writing will be binding. Oral and other interpretations or clarifications will be without legal effect

REQUIRED SERVICES

Required services will include, but are not limited to, the following:

1. The design and installation of a universally accessible playground meeting or exceeding all applicable ASTM and CPSC safety standards, as well as meeting or exceeding ADA requirements for accessibility. Proof of IPEMA certification of play equipment and surfacing is required.
2. Overall design of the playground shall provide play for children ages two (2) to twelve (12) with and without disabilities. Two distinct elements shall be present within the playground perimeter:
 - a. The first element will be a grouping of playground equipment designed for the 2-year-old through 5-year-old age group. This equipment can be designed as a composite, multi-element play structure, free-standing play equipment, or a combination thereof. An age-appropriate swing element is required.
 - b. The second element will be a grouping of playground equipment designed for the 5-year-old through 12-year-old age group. This equipment can be designed as a multi-element play structure, free-standing play equipment, or a combination thereof. An age-appropriate swing element, with an accessible swing component, is required.

The arrangement of the grouped elements within the playground perimeter is at the discretion of the designer, provided all ASTM, CPSC, and ADA standards are met.

Play equipment shall be designed to promote physical and cognitive stimulation.

Play equipment will be designed and oriented to allow constant supervision of children by adults.

3. Access routes to ADA compliant accessible features (including the accessible swing) within the playground footprint shall be rubberized surfacing or rubber tiles, certified in accordance with ASTM Standard F1292 and ASTM standard F1951, professionally installed over 4" of 3000 psi concrete surface. The installed rubber surface shall be level with the loose fill surfacing material.
4. The remainder of the surfacing will have a 3" depth of #2 stone base for drainage, Geotextile filter fabric covering the stone, and a loose fill surfacing, such as engineered wood fiber or loose fill rubber. **All surfacing must be IPEMA certified for compliance with all applicable ASTM standards.**
5. The playground will incorporate a border compatible with the surfacing used, to contain and define the playground surfacing. The border will incorporate an entry point from the existing sidewalk. Access to all ADA compliant accessible equipment must be provided from this entry point. All border timbers are to be located outside the fall zone of all equipment, as defined in the ASTM standards.
6. No wood play structures (materials or components) or playground borders will be accepted. Aluminum support posts shall be used for playground support.

7. The new playground will be sited on the location of the existing playground. That playground (existing play equipment, borders, and surfacing material) will be removed by City staff prior to commencement of work under this contract. The available space is approximately 100' x 75', but the new playground footprint is not required to have a specific size or shape. Preference will be given to efficient designs that minimize the quantity of protective surfacing necessary while still complying with ASTM safety and use zone standards. No existing trees surrounding the playground may be removed for playground installation.
8. The contractor will be responsible for a one-call to locate utilities that may be present in the construction area.
9. The use of subcontractors is permitted, but all subcontractors are subject to approval by City staff. The primary contractor maintains full responsibility for fulfilling the contract requirements.
10. The contractor will be responsible for the cleanup and removal of **all** construction materials and debris. The contractor will also be responsible for repairing all disturbed areas in the work zone. Following final grading, all disturbed areas are to be seeded with tall fescue seed and mulched with wheat straw.
11. A qualified representative of the Supplier is required to conduct a post-installation inspection of equipment upon completion to ensure proper installation of the equipment. Representatives of the City will co-inspect the equipment with the contractor. The City will supply the punch list for final completion generated by this co-inspection. Any shortcomings in equipment and/or installation must be remedied immediately. The Supplier shall submit to the City the manufacturer's certification of compliance and warranty following punch list completion.
12. All bidders will be required to submit at least five (5) references for the installation of similar commercial play equipment.
13. Proposal costs will be divided into two parts:
 - A. Cost of play equipment and installation
 - B. Cost of surfacing materials and installation
14. The proposal shall include an overhead drawing of the playground noting each component or structure and its location on the site, including its use zone. Also include a minimum of two perspective renderings for public display, no less than 24" x 36". **Two hard copies and one electronic copy (thumb drive or similar) of the plans is to be submitted with the bid.**
15. The proposal shall include a **timetable** for the project.
16. The proposal will designate the contractor's project manager, who will be responsible for the management of all aspects of the project, including subcontractor performance. The project manager will be the primary point of contact between the winning bidder and City staff.
17. Manufacturer(s) and installer(s) must provide proof of liability insurance in the amount of \$1,000,000 covering equipment/materials and installation, naming the City of Oak Ridge, Tennessee, as an additional insured.
18. Total budget for the project shall not exceed \$110,000.00. Any proposal exceeding this budget will be automatically disqualified.

19. After approval by City Council for this project and completion of the contract, **a pre-construction meeting between the contractor and City staff will take place prior to the beginning of construction.** Subcontractors are encouraged to attend the pre-construction meeting, but a representative of the contractor is required to attend.

PROPOSAL REQUIREMENTS

Interested firms shall submit the following information for consideration:

1. A letter outlining the concept and elements of the proposed playground.
2. A conceptual overhead drawing of the proposed playground and a minimum of two (2) perspective renderings for public display, no less than 24" x 36" - two (2) hard copies and one (1) electronic (thumb drive) copy of the plans.
3. Listings of individual product specification, warranty details, and color choices. Pictures or computer renderings of individual components may be included here.
4. At least five (5) client references with phone numbers where similar services were provided and work completed within the last five (5) years.
5. A list of comparable commercial play equipment installation projects that includes work accomplished, cost estimates, and final construction costs. Photographs of completed projects are encouraged.

EXCEPTIONS TO DOCUMENTS

The Respondent shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this RFP including but not limited to any exceptions to the contract terms.

SELECTION PROCESS

A selection committee will review and analyze each written proposal. Initial selection may be made of respondents deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in this RFP. Special consideration should be given to methods used to make this a universally accessible playground encouraging side-by-side play for children ages two (2) to twelve (12) with and without disabilities and to unique/creative designs.

Proposals deemed fully qualified will and best suited will be presented for public input at a community meeting to be held on Thursday, March 26, 2020 at 5:00 p.m. at the Scarborough Community Center. Respondents are encouraged to have a representative(s) present at the meeting to respond to questions and comments from community members.

The selection committee will then rank submissions based on the following criteria:

- Public input feedback
- Accessibility
- Play value
- References
- Warranty

PROJECTED SCHEDULE

RFP Release.....	February 13, 2020
Pre-proposal meeting and tour.....	February 25, 2020
Proposals Due.....	March 19, 2020
Public Input Session	March 26, 2020
City Council Approval.....	April 13, 2020
Notice to Proceed.....	April 20, 2020
Playground Completion.....	June 26, 2020

TOBACCO PRODUCTS

The selected Respondent 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.

CONTRACTOR EMPLOYEES / BACKGROUND CHECKS

The selected contractor 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 are subject to police background checks at the sole discretion of the City.

CONDITIONS FOR RESPONDING

1. Scope: The following terms and conditions shall prevail unless otherwise modified by the City within this proposal document.
2. Reservation of Rights: The City reserves the right to accept or reject any or all of the proposals submitted, waive informalities and technicalities, and negotiate any or all elements of the proposals. The City reserves the right to request clarification of information submitted, and to request additional information from any respondent. Upon further analysis of need and analysis of costs resulting from responses to this proposal, the City reserves the right to award or reject any portions of the proposal.
3. Completing proposal: All information must be legible. Any and all corrections and/or erasures must be initialed. The Proposal Sheet must be provided. A neatly typed document of reasonable length is preferred. Proposals shall be prepared simply and economically providing a straightforward, concise description of the respondent’s capabilities and experience to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content and ease of location responses to requested information. Expenses incurred in developing and submitting a proposal is borne entirely by the respondent.
4. Confidentiality of proposal information: Each proposal and supporting documents must be submitted in a sealed envelope. All proposals and supporting proposal documents become

public information after the proposal opening and are available for inspection by the general public.

5. Accuracy of proposal: It is necessary that any and all information presented is accurate and/or will be that by which the respondent will complete the contract.
6. Addenda: All changes in connection with this proposal will be issued in the form of a written addendum and sent to known respondents. Signed acknowledgement of receipt of each addendum must be submitted with each proposal (see proposal sheet). Oral instructions, clarifications, and additional information supplied by the City representatives are not binding.
7. Late proposals and modification or withdrawals: Proposals received after the designated deadline shall not be considered and shall be returned unopened. Proposals may be withdrawn or modified prior to the proposal deadline. All such transactions must be submitted in writing and received prior to the proposal deadline.
8. Proposals binding: All proposals submitted in accordance with the terms and conditions of this RFP shall be binding upon the respondent for ninety (90) calendar days after the proposal opening.
9. Disclaimer of liability: The City will not hold harmless or indemnify any respondent for any liability whatsoever.
10. Law governing: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Tennessee and applicable U.S. laws.
11. Anti-discrimination clause: No respondent to this request shall in any way, directly or indirectly, discriminate against any person because of race, creed, color, national origin, religion, age, sex, sexual orientation, disability or other legally protected status.
12. Conditional proposals: Conditional proposals are subject to rejection in whole or in part.
13. Responsible companies: Nothing herein is intended to exclude any responsible company or in any way restrain or restrict competition. On the contrary, all responsible companies are encouraged to submit proposals.
14. City Officers and Employees Not to have Conflict of 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 a conflict of interest.

SCARBORO PARK PLAYGROUND

Request for Proposal
City of Oak Ridge, Tennessee

Proposal Sheet

Proposal due: March 19, 2020, at 2:00 p.m., local time

GENERAL INFORMATION/SPECIFICATIONS

1. Sealed proposals submitted to:

By mail:

Attn: Lyn Majeski
Finance Department
City of Oak Ridge
P.O. Box 1
Oak Ridge, Tennessee 37831

By express mail or personal delivery:

Attn: Lyn Majeski
Finance Department
City of Oak Ridge
100 Woodbury Lane
Oak Ridge, Tennessee 37830

2. If any additional information is needed, please contact: Lyn Majeski at (865) 425-1819

3. Proposal must conform to requirements set forth in the Request for Proposals

PROPOSAL SUBMITTED BY:

Company: _____

Physical Address: _____

Mailing Address: _____

Rep Name: _____

Phone: _____ Fax: _____

E-mail: _____

Tax ID Number: _____

Safety Record

Has your company received any OSHA violation in the past five (5) years? Yes _____ No _____

If yes, attached copies of the citation and an explanation of how they have been resolved.

ATTACHMENTS:

At a minimum, the following information must be attached to this Proposal Sheet:

1. A signed cover letter on company letterhead demonstrating the respondent's understanding of the scope of work. Respondent should provide company background so the City can evaluate stability and ability to support the commitments of this RFP.
2. A list of at least five (5) client references with contact name, title, company name, mailing address, and telephone number where similar services were provided within the last five (5) years. This list can, but is not required to, include references for the projects listed in Item 3 below.
3. A statement of insurance that provides sufficient coverage as required by the contract. At the time of proposal submission, the respondent need only show sufficient coverage for the amounts and types required, and not list the City as an additional insured.
4. Response indicating compliance with the scope outlined in the RFP and as discussed at the pre-proposal meeting. Warranty information must also be submitted. Warranty language will be added into the contract.
5. An explanation of any exceptions to the RFP requirements.
6. Drug-Free Workplace Affidavit
7. Compliance with Iran Divestment Act

Proposer acknowledges receipt of the following addenda:

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

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

Signature of Authorized Person for Respondent

Printed Name

Printed 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 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 Universally-Accessible Scarborough Park Playground project, in strict accordance with the terms and provisions of this Contract, the Request for Proposals, and the proposal 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 Contractor’s receipt of a written Notice to Proceed from the City. Work shall be completed no later than June 26, 2020.

ARTICLE 3 – Changes

- A. The City reserves the right to make changes to the services to be provided which are within the project. No assignment, alteration, change, or modification of the terms of the Contract shall be valid unless made in writing and agreed to by both the City and the Contractor. The Contractor shall not commence any additional work or change the scope of the services until authorized in writing by the City. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment of the Contract executed by both the Contractor and the City.

- B. No price escalation will be allowed during the initial term of the Contract. If it is mutually decided to renew beyond the initial period and the Contractor requests a price increase, the Contractor shall provide sufficient written certification and documentation to substantiate the request. Documentation shall include, but not be limited to; actual materials invoices, copies of commercial price lists, provision of appropriate indices, etc. which reflect said increases. The City reserves the right to accept or reject price increases, to negotiate more favorable terms or to terminate without cost, the future performance of the Contract.

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 – 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 6 – 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 proposal of the Contractor which is incorporated by reference into this Contract. The Contractor will be paid after the City's receipt of an invoice and upon satisfactory completion of the services after inspection by the City. Invoices shall be detailed.

The City may withhold payment for reasons including, but not limited to, unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of this Contract, third party claims filed or reasonable evidence that a claim will be filed, or for any other reasonable cause.

Before 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 payment, the City is to be released from all liability whatsoever growing out of this Contract.

ARTICLE 7 – 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 8 – 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 9 – 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 10 – 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 11 – 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 12 – 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 13 – Superintendence by the Contractor

The Contractor shall give its personal superintendence to the work or have a competent 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 14 – Termination for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations or shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate the award by giving written notice to the Contractor of such termination and specifying a termination effective date. In that event, and as of the time notice is given by the City, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, and other materials prepared by the Contractor shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive compensation for any satisfactory work completed. 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 15 – 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 16 – 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 17 – 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 18 – 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 19 – 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 20 – Independent Contractor

The Contractor is an independent contractor and as such neither the Contractor nor its personnel are agents or employees of the City. The Contractor is responsible for payment of any and all federal, state, and local taxes.

ARTICLE 21 – 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 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 City Manager or Mayor, by authority duly given.

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE

City Attorney

City Manager or Mayor

(CONTRACTOR)

Signature

(Printed or Typed Name and Title)

Attachments: Request for Proposals
Contractor's Proposal
Bonds

Approved by Resolution _____