



INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

FY2018-005

**LITTER PICKUP SERVICES
FOR RECREATION & PARKS DEPARTMENT**

**NOTE: SUGGESTED PRE-BID CONFERENCE MAY 22, 2017
AT 2:00 P.M., LOCAL TIME, AT 1403 OAK RIDGE
TURNPIKE (OAK RIDGE CIVIC CENTER)**

BID OPENING

**May 31, 2017
2:00 P.M. Local Time**

**at the
Central Services Complex – Finance 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

FY2018-005

May 8, 2017

Project: Litter Pickup Services for Recreation & Parks Department

Invitation

Bids will be received by the City of Oak Ridge until 2:00 P.M., local time, May 31, 2017, then publicly opened in the Central Services Complex – Finance Department 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 Litter Pickup Specification)

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.

Suggested Pre-Bid Conference

A suggested pre-bid conference will be held on May 22, 2017, at 2:00 P.M., local time, at 1403 Oak Ridge Turnpike (Oak Ridge Civic Center). Prospective Bidders are not required to attend in order to submit a bid, but attendance is recommended. Please contact Lyn Majeski at (865) 425-1819 if directions to the pre-bid conference are needed. All questions are due by noon, local time, on May 24, 2017 via email to lmajeski@oakridgetn.gov.

Site Visit

Submission of a bid is the bidder's indication that the bidder has inspected the sites to gain an understanding of the work to be done, therefore, before submitting a bid it is strongly suggested that each bidder inspect the sites.

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.

Prices

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

Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

Withdrawal of Bids

Bids may be withdrawn on written or telegraphic request received from Bidders prior to the time fixed for opening the bids.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be on company letterhead signed by a company official and must indicate the specific bid project and bid price to be withdrawn in order to verify the identity of the bidder.

Rejection of Bids

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

References

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

Equipment

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

Personnel

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

Method of Work

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

Bidders Interested in More than One Bid

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

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.

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.

Completion and Performance Bond, and Labor and Material Bond

The Contractor agrees to furnish a Completion and Performance Bond in the amount of fifty percent (50%) of the Contract price with good and sufficient surety or sureties acceptable to the City in connection with the performance of the work under this Contract. The form and conditions of said Completion and Performance Bond shall be as prescribed by the City.

The Contractor agrees to furnish a Labor and Material Bond in the amount of twenty-five percent (25%) of the Contract price with good and sufficient surety or sureties acceptable to the City, for the protection of persons furnishing labor and material in connection with the performance of the work under this Contract. The form and conditions of this bond shall be as prescribed by the City.

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 (including e-cigarettes) 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.

Contract Term

The initial term for the contract will be July 1, 2017 – December 31, 2018. A renewal option is set forth in the Contract (attached) for up to four (4) additional one-year (January 1- December 31) terms at the City's option.

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 FY2018-005: Litter Pickup Services for Recreation & Parks Department to be opened May 31, 2017 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.

FY2018-005 BID FORM

Project: Litter Pickup Services for Recreation & Parks Department

In compliance with the Invitation for Bids, dated May 8, 2017, 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 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 understands that the City reserves the right to reject any or all bids and to waive any informality in the bidding.

Bidder agrees that this bid shall be good for a period of ninety (90) days from the date of opening. The successful bidder shall sign and return the contract for this project within ten (10) days of receipt from the City at which time this Bid Form will be incorporated by reference and said unit prices will be the unit prices used for payment under the contract.

**FY2018-005 BID FORM
(continued)**

FACILITY	PICKUP SCHEDULE March Thru September	NUMBER OF RECEPTACLES	MONTHLY COST
A.K BISSELL PARK	Mon-Wed-Fri	26	
BASEBALL COMPLEX	Mon-Wed-Fri	25	
BIG TURTLE PARK	Mon-Wed-Fri	24	
BRIARCLIFF PARK	Mon-Wed-Fri	8	
CARL YEARWOOD	Mon-Wed-Fri	16	
CEDAR HILL PARK	DAILY	22	
CIVIC CENTER COMPLEX	DAILY	7	
ELM GROVE PARK	Mon-Wed-Fri	5	
ELZA GATE PARK	Mon-Wed-Fri	2	
EMORY VALLEY GREENWAY	Mon-Wed-Fri	2	
GROVES PARK	Mon-Wed-Fri	7	
HAMPTON ROAD ROADWAY	Mon-Wed-Fri	0	
HIGHLAND VIEW PARK	Mon-Wed-Fri	4	
JACKSON SQUARE PARKING LOT	Mon-Wed-Fri	6	
JACKSON SQUARE TENNIS CENTER	Mon-Wed-Fri	6	
JEFFERSON SOFTBALL FIELD	Mon-Wed-Fri	4	
LASALLE PARK	Mon-Wed-Fri	7	
MELTON LAKE PARK	Mon-Wed-Fri	10	
MELTON LAKE GREENWAY	Mon-Wed-Fri	36	
MILT DICKENS PARK	Mon-Wed-Fri	9	
OAK RIDGE HIGH SCHOOL TENNIS CENTER	Mon-Wed-Fri	8	
PINEWOOD PARK	Mon-Wed-Fri	6	
SCARBORO PARK	Mon-Wed-Fri	12	
SOLWAY PARK	Mon-Wed-Fri	18	

**FY2018-005 BID FORM
(continued)**

FACILITY	PICKUP SCHEDULE October Thru February	NUMBER OF RECEPTACLES	MONTHLY COST
A.K BISSELL PARK	Mon-Wed-Fri	26	
BASEBALL COMPLEX	Monday & Friday	25	
BIG TURTLE PARK	Monday & Friday	24	
BRIARCLIFF PARK	Monday & Friday	8	
CARL YEARWOOD	Monday & Friday	16	
CEDAR HILL PARK	Mon- Wed-Fri	22	
CIVIC CENTER COMPLEX	DAILY	7	
ELM GROVE PARK	Monday & Friday	5	
ELZA GATE PARK	Monday & Friday	2	
EMORY VALLEY GREENWAY	Monday & Friday	2	
GROVES PARK	Monday & Friday	7	
HAMPTON ROAD ROADWAY	Monday & Friday	0	
HIGHLAND VIEW PARK	Monday & Friday	4	
JACKSON SQUARE PARKING LOT	Monday & Friday	6	
JACKSON SQUARE TENNIS CENTER	Monday & Friday	6	
JEFFERSON SOFTBALL FIELD	Monday & Friday	4	
LASALLE PARK	Monday & Friday	7	
MELTON LAKE PARK	Mon-Wed-Fri	10	
MELTON LAKE GREENWAY	Mon-Wed-Fri	36	
MILT DICKENS PARK	Monday & Friday	9	
OAK RIDGE HIGH SCHOOL TENNIS CENTER	Monday & Friday	8	
PINEWOOD PARK	Monday & Friday	6	
SCARBORO PARK	Monday & Friday	12	
SOLWAY PARK	Monday & Friday	18	

Total Bid Price (from unit prices above)

Litter Pickup Services – Total Cost for Litter Pickup
For One Calendar Year

\$ _____

_____ Dollars and _____ Cents

**FY2018-005 BID FORM
(continued)**

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: _____

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 at least three (3) references.

BID BOND

FY2018-005

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. 2017.

IN THE PRESENCE OF:

_____(Seal)
Principal

Witness Title

_____(Seal)
Surety

Witness

Title

CONTRACT

FY2018-005

This Contract entered into this _____ day of _____, 2017, 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 Litter Pickup Services for the areas specified by the Recreation and Parks Department for the City of Oak Ridge, Tennessee, in strict accordance with the terms and provisions of this Contract, the Specifications, the Litter Pick-Up Schedule, and the bid of the Contractor all attached hereto and incorporated herein by reference as if fully set forth verbatim.

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; Renewal Options

This Contract shall become effective upon its execution and shall continue in full force and effect through December 31, 2018, unless terminated earlier or renewed in accordance with the terms of this Contract. Services to be provided under this Contract for the initial term shall commence on July 1, 2017.

After the initial 18-month term, this Contract may be renewed at the City’s option for up to four (4) additional calendar year terms (January 1 – December 31). Such renewals shall occur automatically unless the City submits notice to the Contractor of its intent to not renew prior to the beginning of the renewal term.

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 shall survive the termination or suspension of this Contract.

ARTICLE 5 – Site Investigation

The Contractor represents that it has visited the sites 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 require the surety to fully perform and complete the work in the manner required by the Completion and Performance Bond and the City may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor and the Contractor's surety 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 monthly in accordance with the prices set forth in the Bid Form, subject to any adjustments pursuant to the terms of this Contract. Payment will be made within thirty (30) days of receipt of an invoice by the Contractor for work satisfactorily performed. The Contractor shall submit invoices by the 15th of each month showing the cuts made during the previous month, the price per cut and the amount due. The City may require the Contractor to submit information monthly on a City-prepared form.

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 – Rate Adjustment

Beginning with the first renewal term, the per unit price will be increased each January 1 by one hundred percent (100%) of the Consumer Price Index (CPI) for the month of July of the current year, which reflects the unadjusted annual percentage change from the month of July of the prior year.

ARTICLE 10 – 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 11 – Completion and Performance Bond and Labor and Material Bond

A. Completion and Performance Bond

Prior to commencing work under this Contract, the Contractor agrees to furnish and to maintain during the term of this Contract a Completion and Performance Bond in the amount of fifty percent (50%) of the Contract price with good and sufficient surety or sureties acceptable to the City in connection with the performance of the work under this Contract, including any amendments or extensions hereof. The form and conditions of said Performance Bond shall be as prescribed by the City.

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

B. Labor and Material Bond

Prior to commencing work under this Contract, the Contractor agrees to furnish and to maintain during the term of this Contract a Labor and Material Bond in the amount of twenty-five percent (25%) of the Contract price with good and sufficient surety or sureties acceptable to the City, conditioned that the Contractor shall promptly make payments to the persons supplying labor, material, or supplies to the Contractor or subcontractors in the performance of the work under this Contract and any amendment or extension thereof. The form and conditions of this bond shall be as prescribed by the City.

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

ARTICLE 12 – 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 13 – 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 14 – 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 15 – 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 16 – 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 17 – 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 18 – Termination by City 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.

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 – Termination for Convenience

- A. The City may terminate this Contract as to all or any part of the services for convenience at any time without cause upon thirty (30) calendar days' written notice. A notice of termination for convenience will (i) be provided no less than thirty (30) calendar day before cessation of the services; (ii) specify the date of termination for that part of the services; and (iii) direct the sequence and manner in which the termination will be implemented. Upon termination for convenience, the City will pay the Contractor for all services satisfactorily provided through the termination date.
- B. The Contractor may not terminate this Contract for convenience, however, the Contractor may submit a termination notice to the City for the subsequent renewal term provided the notice is delivered to the City no later than June 30th of the current term. In such event, the Contractor will be required to finish the services for the current term year, giving the City sufficient time to bid the project for the following calendar year. In this event, the Contractor will not be permitted to submit a bid on the project during said bidding cycle.

ARTICLE 20 – 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 21 – 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 22 – 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 23 – Governing Law

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written, 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
Litter Pick-Up Schedule
Bid Documents
Contractor's Bid

Approved by Resolution _____

LABOR AND MATERIAL BOND

FY2018-005

Know all men by these presents

That We _____

AS PRINCIPAL, and

AS SURETY are held firmly bound unto the

hereinafter called the Obligee, in the penal sum of

Dollars (\$ _____)

lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS: Said Principal has entered into a certain Contract with said Obligee dated _____ 20 _____ (hereinafter called the Contract) for the full and complete performance of _____,

which Contract and the specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, the condition of this obligation is such that if said Principal and all contractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Principal and of such contractors shall promptly make payments to the persons supplying him, or them, with labor, material, fuel or supplies, for or in the prosecution of the work provided for in said Contract, or in any amendment or extension of or addition to said Contract, and for payment of reasonable attorney's fees, incurred by the Claimant or Claimants in suits on said Bond, then the above obligation shall be void; otherwise to remain in full force and effect. Provided, however, that this Bond is subject to the following conditions and limitations:

- (a) Any person, firm or corporation that has furnished labor, materials, fuel or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Principal and Surety of this Bond which right of action shall be asserted in a proceeding, instituted in the county in which the Principal does business. Such right of action shall be asserted in a proceeding instituted in the name of the Claimant or Claimants for his or their use and benefit against said Principal and Surety or either of them, (but not later than one year after the final

Labor and Material Bond
(continued)

settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

- (b) The Principal and Surety hereby designate and appoint the City Manager of the City of Oak Ridge, Tennessee, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this Bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.
- (c) The Surety shall not be liable hereunder for any damages or compensation recoverable under any worker's compensation or employers' liability statute.
- (d) This bond is furnished in compliance with Tennessee Code Annotated Section 12-4-201 et seq.

In Witness whereof the parties hereto have executed this agreement on the day and date first above written in two counterparts, each of which shall without proof or accounting for the other counterpart, be deemed an original contract.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20_____.

Attest: _____

By: _____ (Seal)
Principal

Attest: _____

By: _____ (Seal)

COMPLETION AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

FY2018-005

THAT _____
(Name and address of legal title of Contractor)

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

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

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

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

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

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

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

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

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

Witness

By _____
Principal (Seal)

Witness

By _____
Surety (Seal)

LITTER PICKUP SPECIFICATION FY2017

SCOPE OF WORK

The proposed contract envisions the collection and disposal of litter from City-owned Recreation and Parks sites on a year-round basis. Litter collection involves **THE TOTAL GROUND AREA OF A SITE** with particular attention to parking areas, athletic fields, playgrounds, picnic areas, dugouts, bleachers, fence lines, buildings, open space and litter receptacles. Aerial photos and other boundary maps which indicate property lines are to be used as reference points for this contract. The City will provide contractor with photos of each property listed to ensure a complete understanding of boundaries.

FREQUENCY

Normal litter pickups are on Monday, Wednesday and Friday during the spring and summer months (March thru September) when usage of the Parks is high and intense.

During the fall and winter months (October thru February), pickups are scheduled for Mondays and on Fridays to remove what has accumulated during the week days.

The Civic Center Complex needs to be picked up before 9:00 a.m. each day.

Some sites require increased frequencies due to above normal usage. Refer to Litter pickup schedule sheet for locations that require DAILY litter pickup Monday thru Friday.

RECEPTACLES

Throughout the Department's recreational and park sites there are collection receptacles which require a plastic bag can liners. A new liner must be installed each collection day. Additional receptacles may be moved to selected sites for increased usage or events. The number of receptacles available at a particular site will be determined by the Recreation and Parks Department. The receptacles are placed at specific sites where heavy usage is observed or for convenience to the facility user. When a receptacle is damaged or requires servicing, the litter contractor should contact the Department, passing along the problem and the location of the receptacles in question.

DISPOSAL

Two dumpsters are located at the Baseball Complex for drop-off of collected litter.

SITE DESCRIPTIONS

A.K. BISSELL PARK – 1403 Oak Ridge Turnpike

Total area bordered by South Tulane Avenue west to ORAU Way north of Badger Avenue and south of Oak Ridge Turnpike. The area includes the fitness trail, Playground, Pavilion, Friendship Bell, Picnic Shelter, open spaces and the Secret City Commemorative Walk.

BASEBALL COMPLEX – 165 Wilberforce Avenue

Baseball fields are located south of Wilberforce Avenue and west of Woodbury Lane. Areas include the total grounds at the five fields enclosed by perimeter fencing, bleachers areas, parking lot, dugouts, concessions area and adjacent grounds outside of the field's perimeter fencing.

BIG TURTLE PARK – 2525 Oak Ridge Turnpike

Grounds include the softball and soccer fields, two (2) parking lots, playground, Dog Park and all open space areas bordered by Monterey to the east, a wetland area to the west, Poplar Creek to the south, and Oak Ridge Turnpike to the north.

BRIARCLIFF PARK – 50 Deerfield Lane

Located north of Briarcliff Avenue adjacent to Deerfield Lane, which includes a parking lot, playground and open space areas.

CARL YEARWOOD PARK – 231 Bus Terminal Road

Located east of Bus Terminal Road, south of Laboratory Road, west of Roane State Community College and north of Emory Valley Road. The grounds include inside of the perimeter fencing of the softball field and the adjacent grounds outside of the perimeter fencing, picnic shelter, parking lot, Skate Park and disc golf course.

CEDAR HILL PARK – 611 Michigan Avenue

Located west Michigan Avenue and south of Outer Drive. The park area is enclosed with chain link and wooden fencing at the north, east, and south boundaries, with a wooded area to the west, which includes the parking lot, playground picnic shelter, basketball court, softball backstop, walking trail and open space area.

ELM GROVE PARK – 98 Taylor Road

Located north of Tennessee Avenue, east of Taylor Road, and west of Tabor Road. The park is bordered mostly in part by wood fencing and an access strip is located on the east side of the park through an easement to Tabor Road, which includes the parking lot, playground, basketball court, walking trail, and open space area.

ELZA GATE – 100 Oak Ridge Turnpike

Located south of Oak Ridge Turnpike just east of Melton Lake Drive. The park area consists of a parking lot, trail head to Melton Lake Greenway and trail head to Worthington Cemetery trail head.

EMORY VALLEY GREENWAY

Is located south adjacent to South Emory Valley Road. There are two distinct walking paths, one along Emory Valley Road and one off of the roadway in the wooded area. Trash receptacles are located at the trail heads and at Cascade parking area off of Cascade Lane.

GROVES PARK – 900 Tuskegee Drive

Located south of Tuskegee Drive and bordered by wooded areas north, DOE security fence south and private property to the east, which includes a disc golf course, pond, and gravel parking area.

HAMPTON ROAD GREENBELT

Located off Tuskegee Drive. Litter pickup includes the wooded area on the east side Hampton Road between Wilberforce Ave and South Dillard Avenue.

HIGHLAND VIEW – 275 Highland Avenue

Located south of West Outer Drive, west of Highland Avenue, and east of the Children's Museum. The park consists of a playground, picnic shelter and open space areas.

JACKSON SQUARE PARKING LOT – 100 W. Broadway Street

Located along west Broadway, north of Emma Lee Spry Garden, which includes the parking lot, inter-active fountain and landscape beds.

JACKSON SQUARE TENNIS CENTER – 35 Kentucky Avenue

Located north of East Tennessee Avenue, east of Michigan Avenue and south of Broadway Avenue. There are three fenced-in sections of courts. Pickup also includes the adjacent outside grounds.

JEFFERSON MIDDLE SOFTBALL FIELD – 200 Fairbanks Road

Located adjacent to Jefferson Middle School, which includes the grounds inside the softball field and outside of the perimeter fencing, softball field, bleachers and parking lot.

LASALLE PARK – 150 LaSalle Road

Located on the north side of LaSalle Road and is bordered by wood fencing to the south and east and wood areas to the west and north. The park consists of open space with a softball backstop, playground (2) two parking lots and soccer field.

MELTON LAKE PARK – 695 Melton Lake Drive

Located on Melton Lake Drive. Areas include grounds along and adjacent to the Melton Lake Greenway Trail, road side picnicking area, playground, Pavilion, and adjacent grounds, causeway and grounds adjacent to the inner basin area and grounds opposite the end of the causeway, where the Melton Hill Park-No Wake Zone sign is located.

MELTON LAKE GREENWAY – 100 Oak Ridge Turnpike to 100 Edgemoor Road

Located adjacent to Melton Lake Drive. The greenway starts at Elza Gate Park and ends at Edgemoor Parking Lot.

MILT DICKENS PARK – 116 Athens Road

Located at the N.E corner of the intersection of Athens Road and Oak Ridge Turnpike. The park area consists of a playground, soccer field, parking lot, and open space area. The area is bordered by the Oak Ridge Turnpike to the south, Athens road to the east Creek and wooded are to the north and east.

NORTH RIDGE TRAILHEAD – 400 N. Illinois Avenue

Located east of Illinois Avenue and north of West Outer Drive behind the Convenience Store. Areas include the ground at trailhead and at North Ridge Trailhead Sign.

OAK RIDGE HIGH SCHOOL TENNIS CENTER – 127 Providence Road

The ORHS Tennis Center is located on the north side of Oak Ridge Turnpike across from the Recreation Complex Center. The area consists of two (2) fenced in courts. Pickup includes inside the fenced in courts and outside grounds.

PINEWOOD PARK – 211 Bus Terminal Road

Located east of Bus Terminal Road and north of Laboratory Road, which includes inside the softball field, soccer field, bleachers, two (2) parking lots, and open space grounds.

CIVIC COMPLEX CENTER – 1403 Oak Ridge Turnpike

Located along Oak Ridge Turnpike and includes the Library, Recreation Center, two (2) parking lots east and west, frontage road and immediate grounds surrounding the buildings.

SCARBORO COMMUNITY CENTER & PARK – 148 Carver Avenue

There are several areas that define Scarboro Park. They include Scarboro Community Center, the playground area and:

Parcel 411 is located on the east side of Carver Avenue, which includes the grounds inside of the perimeter fencing at the softball field, and the adjacent grounds outside the perimeter fencing, open space areas, basketball court and tennis courts.

SOLWAY PARK – 205 Edgemoor Road

Comprises two (2) separate areas adjacent to each other but separated by Melton Hill Lake backwaters and located south of Edgemoor Road and north of Melton Hill Lake. The park consists mainly of open space areas, boat launch, fishing pier two (2) parking lots, one (1) parking area and picnic areas.

LITTER PICKUP SCHEDULE

FACILITY	PICKUP SCHEDULE March Thru September	PICKUP SCHEDULE October Thru February	NUMBER OF RECEPTACLES
A.K BISSELL PARK	Mon-Wed-Fri	Mon-Wed-Fri	26
BASEBALL COMPLEX	Mon-Wed-Fri	Monday & Friday	25
BIG TURTLE PARK	Mon-Wed-Fri	Monday & Friday	24
BRIARCLIFF PARK	Mon-Wed-Fri	Monday & Friday	8
CARL YEARWOOD	Mon-Wed-Fri	Monday & Friday	16
CEDAR HILL PARK	DAILY	Mon- Wed-Fri	22
CIVIC CENTER COMPLEX	DAILY	DAILY	7
ELM GROVE PARK	Mon-Wed-Fri	Monday & Friday	5
ELZA GATE PARK	Mon-Wed-Fri	Monday & Friday	2
EMORY VALLEY GREENWAY	Mon-Wed-Fri	Monday & Friday	2
GROVES PARK	Mon-Wed-Fri	Monday & Friday	7
HAMPTON ROAD ROADWAY	Mon-Wed-Fri	Monday & Friday	0
HIGHLAND VIEW PARK	Mon-Wed-Fri	Monday & Friday	4
JACKSON SQUARE PARKING LOT	Mon-Wed-Fri	Monday & Friday	6
JACKSON SQUARE TENNIS CENTER	Mon-Wed-Fri	Monday & Friday	6
JEFFERSON SOFTBALL FIELD	Mon-Wed-Fri	Monday & Friday	4
LASALLE PARK	Mon-Wed-Fri	Monday & Friday	7
MELTON LAKE PARK	Mon-Wed-Fri	Mon-Wed-Fri	10
MELTON LAKE GREENWAY	Mon-Wed-Fri	Mon-Wed-Fri	36
MILT DICKENS PARK	Mon-Wed-Fri	Monday & Friday	9
OAK RIDGE HIGH SCHOOL TENNIS CENTER	Mon-Wed-Fri	Monday & Friday	8
PINEWOOD PARK	Mon-Wed-Fri	Monday & Friday	6
SCARBORO PARK	Mon-Wed-Fri	Monday & Friday	12
SOLWAY PARK	Mon-Wed-Fri	Monday & Friday	18