



**REQUEST FOR PROPOSALS AND INSTRUCTIONS TO  
RESPONDENTS**

**Oak Ridge Public Library Children's Room Renovation  
(FY2023-006)**

**MANDATORY CONFERENCE**

**August 2, 2022**

**2:00 PM, Local Time**

**at:**

**Oak Ridge Public Library  
1401 Oak Ridge Turnpike  
Oak Ridge, Tennessee 37830**

**RESPONSE OPENING**

**August 18, 2022**

**2:00 PM, Local Time**

**at**

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

**Telephone: 865-425-1819**

**E-mail: [lmajeski@oakridgetn.gov](mailto:lmajeski@oakridgetn.gov)**

**Attn: Lyn Majeski**

## REQUEST FOR PROPOSALS AND INSTRUCTIONS TO RESPONDENTS

**FY2023-006**

### **Oak Ridge Public Library Children's Room Renovation**

#### **Invitation**

The City of Oak Ridge is hereby soliciting proposals for the provision of all labor, materials, supplies, tools, equipment, and other incidentals necessary to refurbish and modernize the Oak Ridge Public Library Children's Room and in strict accordance with the terms and provisions of the attached sample contract. The City will receive proposals for this project until 2:00 PM, local time, August 18, 2022. At that time, the City will publicly open all received proposals in the Central Services Complex Conference Room at 100 Woodbury Lane, Oak Ridge, Tennessee 37830.

All proposals must be completed and submitted on the Response Form provided. The response must include all options in this Request for Proposals, unless the Response Form provides otherwise. Respondents shall submit their proposals on or before the time set for the opening of proposals. Proposals received after the time so set are late proposals and will not be considered. The City will not accept electronic proposals, late proposals, unmarked envelopes, and/or incorrectly marked envelopes and will not open such proposals.

#### **Mandatory Conference**

The City shall hold a mandatory conference on August 2, 2022, 2:00 PM, local time, at Oak Ridge Public Library, 1401 Oak Ridge Turnpike, Oak Ridge, Tennessee 37830. Prospective respondents are required to attend to submit a response. Please contact Lyn Majeski at [lmajeski@oakridgetn.gov](mailto:lmajeski@oakridgetn.gov) if directions to the pre-response conference are needed. Additionally, Respondents may attend this conference electronically by Zoom. Please contact Julie Forkner at [jforkner@oakridgetn.gov](mailto:jforkner@oakridgetn.gov) for access to the meeting.

#### **General Scope of Work**

The scope of work is set forth in the attached project specifications and sample contract. This project entails the provision of all labor, materials, supplies, tools, equipment, and other incidentals necessary to refurbish and modernize the Oak Ridge Public Library Children's Room located at the Oak Ridge Public Library, 1401 Oak Ridge Turnpike, Oak Ridge, Tennessee 37830.

#### **Discrepancies**

Should a respondent find any discrepancies in, or omissions from, the response documents, or should the respondent be in doubt as to the meaning of any term, the respondent shall at once notify Lyn Majeski at [lmajeski@oakridgetn.gov](mailto:lmajeski@oakridgetn.gov) and obtain an interpretation or clarification before submitting a response. The respondent must submit such notifications, questions, or clarification requests in writing, preferably by e-mail.

Any interpretation or clarification given in accordance with this provision shall be in writing and the City shall distribute it to all known respondents. Only questions answered in writing will be binding. Oral and other interpretations or clarifications will be without legal effect. All questions must be submitted to Lyn Majeski in writing.

## **Prices**

The respondent shall submit a lump sum price as specified on Response Form. By submitting a response, the respondent agrees that this response document shall be included in and made a part of the contract between the City and the successful respondent.

Discrepancies between words and figures will be resolved in favor of the words.

## **Withdrawal of Proposals**

respondents may withdraw this response upon written or electronic request received by the City before the time fixed for opening the proposals. Such written requests must be signed by a company official on company letterhead and indicate the specific response project and bud price to be withdrawn to verify the respondent's identity. Oral withdrawal requests made in person or by telephone shall not be honored. Withdrawal requests must be made in writing.

## **Rejection of Proposals**

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

## **Examination of Drawings, Specifications, and Site of Work**

Each respondent shall carefully examine the drawings, read the specifications and all other proposed contract documents, and visit the work site before submitting a response. Each respondent shall fully inform itself before bidding about all existing conditions and limitations under which the work will be performed. The respondent shall include a sum to cover all costs of all items necessary to perform the work as outlined in the proposed contract documents. No allowance will be made to any respondent because of a lack of such examination or knowledge. The submission of a response will be construed as conclusive evidence that the respondent has made such examinations.

## **Proof of Competency of Bidder**

All respondents shall be duly licensed contractors in the State of Tennessee and shall have any required manufacturer's approval for installation of the work described in the attached project specifications, project drawings, and sample contract documents, as applicable. This requirement extends to all subcontractors and others herein as such licensing laws apply

## **References**

Upon the City's request, each respondent shall furnish at least three (3) references for whom respondent performed work like that covered the attached project specifications, project drawings, and sample contract documents.

## **Equipment**

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

### **Method of Work**

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

### **Respondents Interested in More than One response**

A party that has quoted prices to a respondent is not disqualified from quoting prices to other respondents or submitting a response directly for the work; however, the City will not consider more than one response for the same work from an individual or entity under the same or different name.

### **Insurance**

The successful respondent 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 in addition to a certificate holder.

### **Bid Surety**

Each response shall be accompanied by a bid guarantee payable to the City in the amount of ten percent (10%) of the total response amount. The form of the response guarantee shall be a bid bond or other suitable instrument (i.e., cashier's check, certified check, or letter of credit). The guarantees of unsuccessful respondents shall be returned to them by the City within fifteen (15) consecutive calendar days after executing a contract.

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

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

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

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

The City shall not execute a contract any officer or employee of the City or any firm or corporation in which any officer or employee of the City has a financial interest.

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

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 proposals from respondents in default of any payment due to the City, including, but not limited to, taxes, licenses, and fees.

### **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 that smoking (including e-cigarettes and vapes) and the use of tobacco products (chewing, smokeless tobacco, or smokeless

tobacco analogues) is prohibited in City parks and facilities. For any work done at City facilities, any smoking occurring outside of the buildings must occur at least fifty (50) feet away from any entrance, open window, or other opening into which smoke could infiltrate the building. Spent smoking materials must be properly discarded and not littered on the grounds. Blankenship Field is a City park and school facility; pursuant to Tennessee Code Annotated § 39-17-1604, tobacco use in any form (including, but not limited to, e-cigarettes, vapes, smokeless tobacco, and smokeless tobacco analogues) is strictly prohibited.

### **Anti-Discrimination**

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

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

The selected respondent shall only furnish employees who are competent and skilled for work under this response. In the opinion of the City, if 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 City's sole discretion before the work's commencement.

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

Respondents shall submit the included Drug-Free Workplace Affidavit form with their proposals.

### **Iran Divestment Act**

Tennessee Code Annotated § 12-12-101, *et. seq.*, requires all respondents to certify their compliance with the Iran Divestment Act. By signing and submitting the attached Response Form, respondents hereby certify such compliance.

### **Award of Contract**

The City will make the award as soon as practicable to the lowest responsible respondent, price, and other factors considered, provided it is reasonable and in the City's best interest. The City reserves the right to award the contract to more than one respondent if in the City's best interest. The successful respondent(s) shall be required to execute the attached contract. The City anticipates submitting this contract for approval by the City Council (governing body) on September 12, 2022.

### **Timeframe for Completion**

Time is of the essence for this Contract. Work shall not commence until the City issues a Notice to Proceed. The selected respondent should anticipate starting work within 30 days of the City issuing a Notice to Proceed. The selected respondent shall complete its work as soon as practical, but no later than 90 days after commencing work, unless the parties approve an alternate schedule in writing.

It is possible that the schedule will be adjusted to an earlier start date and an earlier completion date if the contract is awarded at a special meeting of City Council.

### **No Boycott of Israel**

Pursuant to Tennessee Code Annotated § 12-4-119, by signing and submitting the attached Response Form, respondent certifies that it is not engaged in a boycott of the State of Israel and shall not boycott the

State of Israel through the term of any contract based on this response. For purposes of this certification, "boycott of Israel" shall be statutorily defined by Tennessee Code Annotated § 12-4-119(a). If the value of any contract based on this response is less than \$250,000.00 or if respondent employs less than ten (10) employees, then this certification shall not apply.

**Liquidated Damages**

Work shall be completed in such a manner as to minimize disruption to City activities to the extent possible. Damages associated with any delay in the project would be difficult to determine; therefore, this Contract will have liquidated damages in the amount of \$500.00 for each and every day of delay of the work under the Contract.

**Warranty**

The required warranties are set forth in the attached project specifications, project drawings, and sample contract documents.

## Response Submittal Instructions

Each response 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 the response 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 response is submitted by mail rather than hand-delivery, the sealed envelope containing the response must be enclosed in another envelope addressed above. Proposals submitted by mail should indicate on the outside envelope, lower left corner, the following: "Sealed response for FY2023-006: Oak Ridge Public Library Children's Room Renovation to be opened August 18, 2022, at 2:00 PM, local time" to ensure the response is delivered to the appropriate person at the City in a timely fashion. Late proposals are not accepted and will not be opened.

**RESPONSE FORM**

Project: Oak Ridge Public Library Children's Room Renovation

In compliance with the Request for Proposals, the undersigned respondent:

\_\_\_\_\_

Fill in as Appropriate:

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

\* a partnership consisting of:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*an individual trading as:

\_\_\_\_\_

\_\_\_\_\_

of the City of \_\_\_\_\_ in the State of \_\_\_\_\_ agrees that if this response 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 response and Instructions to respondents, in strict accordance with the terms and provisions of the attached project specifications, project drawings, and sample contract documents.

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

Bidder understands that the City reserves the right to reject any or all proposals and waive any informality in the bidding.

Bidder agrees that this response shall be good for ninety (90) days from the opening date. The successful respondent shall sign and return the contract for this project within ten (10) days of receipt from the City, at which time this Response Form will be incorporated by reference and said response price will be the compensation used for payment under the contract.

Contractor acknowledges the receipt of the following Addenda:

Including Addenda # \_\_\_\_\_ Dated: \_\_\_\_\_

Including Addenda # \_\_\_\_\_ Dated \_\_\_\_\_

Including Addenda # \_\_\_\_\_ Dated \_\_\_\_\_



The undersigned, having become thoroughly familiar with the terms and conditions of the proposed project specifications, project drawings, and sample contract documents (“project documents”) and with the local conditions affecting the performance and cost of the work at the work site; and having fully inspected the site in all particulars, through this response, proposes and agrees to fully perform the work within the time stated in strict accordance with the project documents, including furnishing any and all labor, materials, and equipment, necessary to timely complete the work required, for the following sum of money:

A. Base Response Price Without Options

For the provision of all labor, materials, supplies, tools, equipment, and other incidentals necessary to refurbish and modernize the Oak Ridge Public Library Children's Room and in accordance with the attached contract documents and project specifications, not including Options One and Two. The listed prices shall include all labor, overhead, profit, materials, delivery, installation, equipment costs, etc. The total price shall be a summation of the line-item prices.

Pricing Table		
Item No.	Description	Total
1.	Shelving	\$
2.	Seating	\$
3.	Play Furniture	\$
4.	Other Furniture	\$
5.	Circulation Desk	\$
6.	Storage	\$
7.	Other	\$
<b>TOTAL RESPONSE AMOUNT</b>		\$
<b>TOTAL RESPONSE AMOUNT IN WORDS</b>		

B. Option One

In addition to the base response for modernization services, to prepare the collection for relocation, moving the collection to a storage location provided by the City, then returning the collection to the Children’s Room:

C. Option Two

In addition to the base response for modernization services, Contractor shall remove all existing shelving, fixtures, desks, furniture, flooring, and incidentals necessary to commence construction.

Option One Price: \$ \_\_\_\_\_

Option Two Price: \$ \_\_\_\_\_

Total Response with Options One and Two (Base Response + Option One + Option Two) \$ \_\_\_\_\_

D. Additional Information

1. The respondent understands that the City reserves the right to reject this response, but respondent shall not withdraw this response for ninety (90) days from the date prescribed for its opening.
2. If the City notifies the respondent in writing of its acceptance of this response within ninety (90) days after the date set for the public response opening, the undersigned will execute and deliver to the City the contract documents in accordance with this response as accepted. Bidder further warrants that it will furnish and deliver to the City any required documents and proof of insurance coverage within fifteen (15) days after receiving the notification of the City's acceptance of this response.
3. The City shall issue notice of acceptance or requests for additional information to the undersigned at the address on the following page, if necessary.
4. **Statement of Compliance with the Iran Divestment Act:** By submission of this response, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
5. The names of all persons interested in the foregoing response are the principals.
6. **Certification of no Israel Boycott:** Pursuant to Tennessee Code Annotated § 12-4-119, by signing and submitting this response, each respondent certifies that it is not engaged in a boycott of the State of Israel and shall not boycott the State of Israel through the term of any contract based on this response as defined by Tennessee Code Annotated § 12-4-119(a).

IMPORTANT NOTICE: If the respondent or other interested person is a corporation, give the legal name of the corporation, state where incorporated, and names of the President and Secretary; if a partnership, give the name of the firm and names of all individual copartners composing the firm; if respondent or other interested person is an individual, give first and last names in full.

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

By: _____ Signature	Phone: _____
Name: _____	Fax: _____
Title: _____	E-mail: _____
Business Name: _____	Date: _____
Mailing Address: _____	Physical Address: _____
Tax ID Number: _____	TN Contractor's License Number: _____

NOTE: In accordance with the Invitation to Response, the following attachments are required: a Response Bond of ten percent (10%) of the total response price including Option One, the Drug-Free Workplace Affidavit, and a copy of the respondent's current state contractor's license.

**BID BOND**

FY2023-006

KNOW ALL MEN BY THESE PRESENTS,

That we, \_\_\_\_\_

(the "Principal"), as Principal, and the \_\_\_\_\_, of

\_\_\_\_\_ a

corporation duly organized under the laws of the State of \_\_\_\_\_ (the "Surety"), as Surety, are held and firmly bound unto the City of Oak Ridge, Tennessee, (the "Obligee"), as Obligee, in the sum of ten percent (10%) of the response 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 response for the Oak Ridge Public Library Children's Room Renovation project.

NOW THEREFORE, if the Obligee accepts the response of the Principal, enters into a contract with the Principal in accordance with the terms of that response, and the Principal gives such bond in accordance with the Invitation to response and Instructions to respondents—with sufficient surety for the faithful performance of such contract—then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In the event the Principal and the Obligee fail to enter such contract, and if the Principal must pay the Obligee the difference not to exceed the penalty hereof between the amount specified in said response and such larger amount for which the Obligee may contract with another party to perform the work covered by said response, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

IN THE PRESENCE OF:

(Seal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Title

**DRUG-FREE WORKPLACE AFFIDAVIT**

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

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

- A. That the undersigned is a principal officer of \_\_\_\_\_ (the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.
- B. 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, 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.
- C. The Company is in compliance with Tennessee Code Annotated § 50-9-113.

Further affiant saith not.

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

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

Before me personally appeared \_\_\_\_\_ with whom I am personally acquainted (or proved to me based on 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 \_\_\_\_\_ 2022.

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

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

**SAMPLE CONTRACT**  
(Oak Ridge Public Library Children's Room Renovation)

This Contract is executed September 12, 2022, by and between the City of Oak Ridge, Tennessee, a municipal corporation, ("the City,") and, \_\_\_\_\_, ("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 the provision of all labor, materials, supplies, tools, equipment, and other incidentals necessary to refurbish and modernize the Oak Ridge Public Library Children's Room required for the Oak Ridge Public Library Children's Room Renovation, located at Oak Ridge Public Library, 1401 Oak Ridge Turnpike, Oak Ridge, Tennessee 37830, for the City of Oak Ridge, in strict accordance with the terms and provisions of this Contract, the project specifications, and the response of Contractor attached hereto.

In performance of this Contract, Contractor binds itself 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 June 30, 2023. Upon execution of this Contract, Contractor shall be prepared to begin work, however work shall not commence until the City issues a Notice to Proceed. Work shall be completed as soon as practical, but no later than within 90 days of work commencing, unless an alternate schedule is approved by the parties in writing. Time of is the essence for this Contract.

ARTICLE 3: Changes

- A. The 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, the City shall make an equitable adjustment and shall modify this Contract in writing accordingly.
- B. Should Contractor encounter materially different conditions from those shown in the specifications, Contractor shall notify the City in writing immediately of such conditions before they are disturbed. The City shall promptly investigate the conditions and—if it finds that they do so materially differ from those specified—shall modify this Contract to provide for any increase or decrease of cost and time difference from said conditions.
- 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 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. If Contractor fails to proceed at once to correct such defective workmanship, the City may proceed with such corrective work and Contractor shall be liable for all direct costs incurred as a result of the correction.

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 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.

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 the City gives notice 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 Contractor's surety.

ARTICLE 5: Site Investigation

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

ARTICLE 6: Delays, Damages

If 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. Contractor shall be liable to the City for any excess cost occasioned thereby. If the City terminates this Contract under this Article, the City may take possession of and utilize all materials, appliances, tools, and equipment as may be on the work site necessary to complete the work.

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 Contractor \$\_\_\_\_\_ in accordance with Contractor's response sheet, which is incorporated by reference into this Contract. Payment shall be made in accordance with the Specifications. The compensation provided for herein is the entire compensation to be provided. Any work or fees beyond the scope of the attached quotation shall be by written authorization by the City.

ARTICLE 8: Final Payment

Upon completion of the work covered by this Contract, and before final payment, Contractor shall furnish the City evidence that Contractor has fully paid all materials' suppliers, all labor, and all other employees who performed work pursuant to this Contract. Upon final payment, the City is to be released from all liability whatsoever growing out of this Contract.

ARTICLE 9: Designated Representatives.

The parties hereby designate the following individuals as their respective representatives pertaining to the work or services to be performed or furnished by Contractor and the responsibilities of the City under this Agreement. Such individuals have the authority to transmit instructions and receive information relative to this Agreement on behalf of the parties. The designated representatives for the parties are as follows:

City:  
Julie Forkner  
Oak Ridge Public Library Director  
200 S. Tulane Avenue  
Oak Ridge, Tennessee 37830  
865-425-3468

Contractor:

ARTICLE 10: Indemnification by Contractor

Contractor agrees to protect, indemnify, and hold harmless the City from and against all claims for injury, death, or destruction of property resulting from any act or omission on the part of Contractor, Contractor's employees, Contractor's subcontractors, anyone for whose acts Contractor is responsible, others whose services Contractor engages, or anyone directly or indirectly employed in the performance of this Contract. Contractor shall not be liable to indemnify the City for such injuries, destruction, or death caused by the City's sole negligence or fault. Contractor's duties under this article shall extend to all the City's consultants, agents, and employees. "Claims" as used in this article shall include: all direct, indirect, and consequential losses, expenses, damages, charges, and costs including, but not limited to, fees, charges, or other expenses for engineers, architects, attorneys, other professionals, or court costs.

Upon notice, Contractor shall promptly defend any action stemming from an aforementioned claim. In any and all claims against the City by any of Contractor's employees, Contractor's subcontractors, anyone for whose acts Contractor is responsible, others whose services Contractor engages, or anyone directly or indirectly employed in the performance of this Contract, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any subcontractor under the workers' compensation acts, disability benefit acts, or other employee benefit acts. The limits of insurance required in this Contract shall not limit 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, Contractor agrees to furnish the City a Completion and Performance Bond of one hundred percent (100%) of the Contract price with good and sufficient surety acceptable to the City. Contractor shall maintain such bonds during the term of this Contract in connection with the performance of the work under this Contract, including any amendments or extensions hereof. The form and conditions of said Performance Bond shall be as prescribed by the City. The bond will be required at the beginning of each contract term and will be in an amount equal to the contract price for that year.

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

B. Labor and Material Bond

Prior to commencing work under this Contract, Contractor agrees to furnish the City a Labor and Material Bond in the amount of one hundred percent (100%) of the Contract price with good and sufficient surety or sureties acceptable to the City. Contractor shall maintain such bonds during the term of this Contract. These bonds are conditioned such that Contractor shall promptly make payments to the persons supplying labor, material, or supplies to Contractor or subcontractors in the performance of this Contract, and any amendment or extension thereof. The form and conditions of this bond shall be as prescribed by the City. The bond will be required at the beginning of each contract term and will be in an amount equal to the contract price for that year.



ARTICLE 12: Rate of Progress

Notwithstanding any other provisions in this Contract, Contractor shall furnish sufficient labor, materials, supplies, tools, and equipment necessary to complete performance of this Contract in accordance with the approved schedules for completion. Contractor shall work the necessary hours, including overtime, Sundays, or Holidays, to timely complete performance. Should Contractor refuse or fail to comply with its obligations under this Article after receipt of a written directive or request by the City for Contractor to furnish additional labor, materials, supplies, tools, equipment, or work additional hours, including overtime, Sundays, and/or Holidays, the City may terminate 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

Contractor shall comply with all federal, state, county, and local laws, ordinances, statutes, and regulations.

ARTICLE 14: Insurance

During the period of Contractor's performance of this Contract, Contractor shall 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.

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 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	

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 Contractor of responsibility for any losses not covered by the above-required policies.

Before commencement of work hereunder, 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

Contractor shall obtain, at 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

Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

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 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.

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 Contractor is for the acts and omissions of persons directly employed by Contractor.

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 Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give Contractor the same power as regards terminating any subcontract that the City may exercise over Contractor under any provision of the Contract Documents.

Nothing in this Contract shall create any contractual relationship between any subcontractor and the City.

ARTICLE 17: Superintendence by Contractor

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 Contractor.

ARTICLE 18: Termination

Notwithstanding any other provisions in this Contract, Contractor shall furnish sufficient labor, materials, supplies, tools, and equipment necessary to complete performance of this Contract in accordance with the approved schedules for completion.

Should Contractor refuse or fail to comply with its obligations, violate any of the provisions of this Contract, or if the quality or quantity of the work performed is unsatisfactory, then the City shall have the right to cancel this Contract upon thirty (30) days written notice to Contractor. Unsatisfactory work is work that is below the industries standard of care in the sole judgment of the City. If the City terminates the Contract under this Articles, it shall complete the work undertaken by Contractor without incurring any liability to Contractor except to pay Contractor the fair value to the City of the work satisfactorily performed by Contractor.

ARTICLE 19: Termination of Contract for Cause

If, through any cause, Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract, or if 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 Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by Contractor under this Contract shall, at the option of

the City, become the City's property and Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, 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 Contractor, and the City may withhold any payments to Contractor for the purpose of set-off until such time as the exact amount of damages due to the City from Contractor is determined.

ARTICLE 20: Anti-Discrimination

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

ARTICLE 21: Personnel

Contractor represents that it has, or will, secure at 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.

The services required will be performed by Contractor or under 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 Contractor shall furnish periodic reports as are 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 Contractor's and Contractor's subcontractors' financial records pertaining to this project.

ARTICLE 23: Liquidated Damages

The City and Contractor hereby agree that any damage amount for delay in the completion of this Contract's work is unknown and would be difficult—if not impossible—to estimate. Therefore, the parties agree that Contractor shall pay to the City as liquidated damages, and not as penalty, the amount of \$500.00 for each and every day of delay beyond the term specified for completion of the work under this Contract.

ARTICLE 24: Independent Contractor

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

ARTICLE 25: No Boycott of Israel

Pursuant to Tennessee Code Annotated § 12-4-119, by executing this Contract, Contractor certifies that it is not engaged in a boycott of the State of Israel and shall not engage in such a boycott for the duration of

this Contract's term. For this Contract, the statutory definition of "boycott of Israel," per Tennessee Code Annotated § 12-14-119(a), shall be used:

"Boycott of Israel" means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

1. In compliance with, or adherence to, calls for a boycott of Israel, or
2. In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason.

ARTICLE 26: Conflicts Of Interest.

Contractor warrants that no part of the total contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the City in connection with any work contemplated or performed relative to this Contract.

ARTICLE 27: Lobbying.

Contractor certifies, to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Promisor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. Contractor shall require that the language of this certification is included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

ARTICLE 28: Public Accountability.

If Contractor is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Agreement involves the provision of services to citizens by Contractor on behalf of the State, Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program. Contractor shall also display in a prominent place, located near the passageway through which the public enters in

order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The City shall obtain copies of the sign from the Tennessee Department of Transportation, Aeronautics Division, and upon request from Contractor, provide Contractor with any necessary signs.

ARTICLE 29: Public Notice.

All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by Contractor in relation to this Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by Contractor in relation to this Contract shall be approved by the State.

ARTICLE 30: Records.

Contractor and any approved subcontractor shall maintain documentation for all charges under this Contract. The books, records, and documents of Contractor and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. Contractor's records shall be subject to audit at any reasonable time and upon reasonable notice by the Tennessee Department of Transportation, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Contract expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

Contractor shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

Contractor shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. Contractor shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Tennessee Department of Transportation, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

ARTICLE 31: Governing Law

This Contract is governed by the laws of the State of Tennessee. Any lawsuit between the parties arising out of this Contract shall have its venue solely within the state courts of Anderson County, Tennessee or the Federal District Court for the Eastern District of Tennessee in Knoxville, Tennessee, as appropriate.

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, by authority duly given.

APPROVED AS TO FORM AND LEGALITY

CITY OF OAK RIDGE

\_\_\_\_\_  
Tammy M. Dunn, City Attorney

\_\_\_\_\_  
Mark S. Watson, City Manager

CONTRACTOR

\_\_\_\_\_  
Signature

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

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

Attachments: Project Specifications  
Response Documents  
Contractor's response

Approved by Resolution:

**LABOR AND MATERIAL BOND**  
FY2023-006

KNOW ALL MEN BY THESE PRESENTS,

That we, \_\_\_\_\_, as Principal,  
and the \_\_\_\_\_, as Surety,

are held firmly bound unto the City of Oak Ridge, Tennessee, ("Obligee"), in the 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 executed a certain Contract with Obligee dated September 12, 2022, ("the Contract") for the full and complete performance of all labor, materials, supplies, and equipment necessary to provision of all labor, materials, supplies, tools, equipment, and other incidentals necessary to refurbish and modernize the Oak Ridge Public Library Children's Room, which the Contract and specifications for said work shall be deemed a part hereof as if fully set out herein.

NOW, THEREFORE, the condition of this obligation is such that if Principal, all contractors to whom any portion of the work provided for in said Contract is sublet, all assignees of Principal and of such contractors shall promptly make payments to the persons supplying Principal 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 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. This right of action shall be asserted in a proceeding instituted in the state courts of Anderson County, Tennessee. Such right of action shall be asserted in a proceeding instituted in the name of the Claimant or Claimants for their use and benefit against said Principal and Surety or either of them, in which action such claim or claims shall be adjudicated and judgment rendered thereon. No such action shall be initiated later than one year after the final settlement of said Contract.
- 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 § 12-4-201, *et seq.*
- E. 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 \_\_\_\_\_, 2022.

(Seal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal

(Seal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety





## SPECIFICATIONS

Oak Ridge Public Library seeks proposals for the refreshment and modernization of its popular Children's Room. A successful proposal must include a design fitting with the selected theme and installation/construction services.

### 1. Background:

The City of Oak Ridge, with a population of 31,402, is located approximately 25 miles northeast of Knoxville, Tennessee. The Oak Ridge Public Library is a municipal library with an average annual attendance of 120,000 visitors. One of the ORPL's most popular features is the Children's Room, with an average yearly attendance of approximately 26,400 children from toddlers to adults. With furnishings original to the 1971 building, the Children's room has not been renovated in the building's 51-year history. The Children's Room houses the library's collection targeted toward children from toddlers to 13 years old. It serves as an occasional story time space when the library's auditorium is in use, and regularly hosts small programs such as reading with service dogs, or hands-on demonstrations.

The theme we have chosen for our Children's Room is "Into the Forest." The Children's Room currently features large, floor-to-ceiling windows on two sides that look out onto a park setting. Our goal with this renovation's design is to bring the outdoors inside. Seating, furnishings, and decor should support this theme.

### 2. Statistics:

- Volumes in Collection: 30,059
- Breakdown
  - ◆ Board Books: 269 (This collection is anticipated to grow by 50%)
  - ◆ Easy Readers: 2,502 (This collection is anticipated to grow by 20%)
  - ◆ Picture Books: 12,163
  - ◆ Fiction: 5,816
  - ◆ Non-Fiction and Reference: 7,980
  - ◆ AV (CDs and MP3s) 1,309
  - ◆ Tablets: 20 (This is anticipated to grow by 10%)

### 3. Deliverables:

The City will select the winning respondent based on a combination of factors, including an aesthetic design in keeping with the City's selected theme and the factors contained in the Oak Ridge Municipal Code section 5-414. In general, the successful response will include:

- Adequate shelving and displays for the Children's Room's current collection of 29,500 volumes and room for future expansion.
- Seating, furniture, and indoor play equipment appropriate for a children's library serving toddlers up to age 13.

- A two-workstation circulation desk with storage.
- Three public computer stations. The City shall provide the computers and peripherals.
- A group seating area for activities.
- The response shall include a conceptual design and floorplan for the above features.
- The response shall include an itemized response for shelving, furniture, including seating, play furniture, circulation desk, and storage.
- The response shall include an estimated installation schedule.
- The response shall include any design drawings, blueprints, videos, and/or pictures.
- Option one shall include moving services to relocate the current collection before and after installation.
- Option two shall include the removal and disposal of all currently installed shelves, fixtures, flooring, and incidentals.

**4. Scope of Service:**

- Contractor shall furnish all labor, materials, supplies, tools, equipment, and other incidentals necessary to renovate the Children's Room in accordance with the selected design. Contractor's vendor shall only supply all new materials for use in this project.
- Specific work requirements will depend on Contractor's design for such services.
- Unit prices shall include labor, overhead, profit, materials, delivery, installation, equipment costs, etc.
- Contractor shall be responsible for and liable for all damage to private and public property and/or injuries to any person(s) that occurs due to its negligence within any area of the work zone or otherwise caused by its work.
- Unless otherwise approved by the City, Contractor shall conduct all work between the hours of 8:00 AM and 6:00 PM.
- Contractor shall be responsible for the daily clean-up and removal of all debris (broom clean) to maintain a safe work site.

**5. Option One – Moving Services**

- Prior to construction, Contractor shall relocate the Children's Room collection to an alternate storage site.
- The City shall provide all packing materials and prepare the collection to be moved (e.g., placing books in boxes).
- The City shall provide the storage site.
- After construction is complete, Contractor shall move the collection from storage to the Children's Room and assist staff with placing the materials back on shelves.

**6. Option Two – Demolition Services**

- Contractor shall remove all existing shelving, fixtures, desks, furniture, flooring, and incidentals necessary to commence construction.
- The City shall remove and dispose of the currently installed loft prior to demolition commencing. The City shall remove all decorations and art.
- All material removed by Contractor shall become Contractor's property and removed from the site. Contractor shall not dispose of such property in any City dumpster or receptacle.