



## **INVITATION TO BID AND INSTRUCTIONS TO BIDDERS**

**FY2019-150**

**PINEWOOD PARK SIDEWALK PROJECT**

**NOTE: SUGGESTED SITE VISIT & PRE-BID CONFERENCE  
APRIL 10, 2019 AT 10 A.M., LOCAL TIME,  
PINEWOOD PARK (122 ADMINISTRATION ROAD)**

### **BID OPENING**

**April 16, 2019  
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](mailto:lmajeski@oakridgetn.gov)  
Attn: Lyn Majeski**

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

**FY2019-150**

**March 19, 2019**

**Project: Pinewood Park Sidewalk Project**

**Invitation**

Sealed bids will be received by the City of Oak Ridge until 2:00 p.m., local time, April 16, 2019, then publicly opened in the Central Services Complex Finance 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 Construction Drawings)

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

**Suggested Pre-Bid Conference & Site Visit**

A suggested pre-bid conference and site visit will be held on April 10, 2019, at 10:00 a.m., local time, at Pinewood Park located at 122 Administration Road. Prospective Bidders are encouraged, but not required to attend in order to submit a bid. Please contact Lyn Majeski at (865) 425-1819 if directions to the pre-bid conference are needed.

**Discrepancies**

Should the Bidder find any discrepancies in, or omission from, the bid documents, or should the Bidder be in doubt as to their meaning, the Bidder shall at once notify Lyn Majeski at (865) 425-1819 or [lmajeski@oakridgetn.gov](mailto:lmajeski@oakridgetn.gov) and obtain an interpretation or clarification prior to submitting a bid. Any interpretation or clarification given in accordance with this provision shall be in writing and will be distributed to all known Bidders. Only questions answered in writing will be binding. Oral and other interpretations or clarifications will be without legal effect. All questions must be submitted to Lyn Majeski no later than 5:00 p.m., local time, on April 10, 2019 in order to give sufficient time for responses to be sent to all known prospective bidders and posted on the City's website.

**Prices**

The Bidder shall submit a LUMP SUM bid price 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 indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

### **Withdrawal of Bids**

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

### **Rejection of Bids**

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

### **References**

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

### **Equipment**

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

### **Personnel**

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

### **Method of Work**

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

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

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

### **Insurance**

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

### **Bid Surety**

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 returned to them by the City within fifteen (15) consecutive calendar days after execution of the Contract.

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

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

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

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

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

### **Award of Contract**

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

### **Timeframe for Completion**

Work shall commence within twenty one (21) days of the City's issuance of a Notice to Proceed and shall be completed within sixty (60) days of commencement, unless an alternate schedule is approved by the parties in writing.

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

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

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

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

### **Tobacco Products**

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

### **Anti-Discrimination**

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

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

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

### **Iran Divestment Act**

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

## Bid Submittal Instructions

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

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

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

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

If the bid is submitted by mail rather than hand-delivery, the sealed envelope containing the bid must be enclosed in another envelope addressed as stated above. Bids submitted by mail should indicate on the outside envelope, lower left corner, the following: "Sealed bid for FY2019-150: Sidewalk Project to be opened April 16, 2019, 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.

FY2019-150 BID FORM

Project: Pinewood Park Sidewalk Project

In compliance with the Invitation for Bids, dated March 19, 2019, 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; required insurance certificates naming the City of Oak Ridge as an additional insured; and Drug-Free Workplace Affidavit form.

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

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

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

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

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

Schedule of Prices: Lump Sum Bid

Pinewood Park Sidewalk Project in accordance with the Drawings \$ \_\_\_\_\_

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTE: In accordance with the Invitation to Bid, the following attachments are required: a Bid Bond in the amount of ten percent (10%) of the total bid prices, at least three (3) references, the Drug-Free Workplace Affidavit, and the Compliance with the Iran Divestment Act form.



**BID BOND**

**FY2019-150**

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. 2019.

IN THE PRESENCE OF:

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Title

**DRUG-FREE WORKPLACE AFFIDAVIT**

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

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

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

Further affiant saith not.

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

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

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

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

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

**COMPLIANCE WITH IRAN DIVESTMENT ACT**

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

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

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

\_\_\_\_\_  
(Name – Printed)

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

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

**CONTRACT**

**FY2019-150**

This Contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Oak Ridge, Tennessee, a municipal corporation, hereinafter called the "City," and \_\_\_\_\_, hereinafter called the "Contractor."

**WITNESSETH**

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

**ARTICLE 1 – Scope of This Contract**

The work to be done consists of furnishing all labor, materials, supplies, tools, equipment and other incidentals necessary to perform all work and services required for the Pinewood Park Sidewalk Project located at 122 Administration Road, Oak Ridge, Tennessee 37830, for the City of Oak Ridge, in strict accordance with the terms and provisions of this Contract, the Drawing, and the bid of the Contractor attached hereto.

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

**ARTICLE 2 – Term**

This Contract shall become effective upon its execution and shall continue in full force and effect through December 31, 2019. Work shall commence within twenty-one (21) days of the City's issuance of a Notice to Proceed and shall be completed within sixty (60) days of commencement, unless the parties agree to an alternate schedule in writing.

**ARTICLE 3 – Changes**

- A. City may, by written order, and without notice to the Sureties, make changes in the specifications of this Contract within the general scope thereof. If any such changes cause an increase or decrease in the scope of this Contract or in the time required for its performance, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly.
- B. Should the Contractor encounter conditions materially different from those shown in the specifications, the City shall be notified in writing immediately of such conditions before they are disturbed. The City shall thereupon promptly investigate the conditions and if it finds that they do so materially differ from those specified, this Contract shall be modified to provide for any increase or decrease of cost and difference in time resulting from the conditions so found.
- C. Except as otherwise herein provided, no charge for any extra work or material will be allotted unless the same has been approved in writing by the City, and the price stated.

#### ARTICLE 4 – Inspections and Defective Work

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

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

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

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

#### ARTICLE 5 – Site Investigation

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

#### ARTICLE 6 – Delays, Damages

If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in Article 2, or fails to complete the work within such time, the City may terminate this Contract. In such event, the City may 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 \$\_\_\_\_\_ after satisfactory completion of the work and final approval by the City. The bid sheet is attached hereto and incorporated by reference into this Contract. The Contractor shall submit an invoice upon completion of the work to Billy Pickett, Parks Manager.

ARTICLE 8 – Final Payment

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

ARTICLE 9 – Indemnification by Contractor

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

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

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

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

A. Completion and Performance Bond

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

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 one hundred percent (100%) 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 11 – Rate of Progress

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

ARTICLE 12 – Compliance with All Laws, Ordinances, Statutes, and Regulations

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

ARTICLE 13 – Insurance

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

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

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

1. Comprehensive General Liability:

Bodily Injury	\$300,000	each occurrence
	\$700,000	aggregate
Property Damage	\$100,000	each occurrence
Or Combined Single Limit of	\$1,000,000	
2. Workers' Compensation and Employer's Liability as provided for in applicable statutes.
3. Comprehensive Automobile Liability (Including all owned, non-owned and hired vehicles)

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

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

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

ARTICLE 14 – Permits and Licenses

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

ARTICLE 15 – Subcontracting and Assignment

- A. The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- B. The Contractor shall not award, assign, transfer or pledge any work to any subcontractor without prior written approval of the City, which approval will not be given until the Contractor submits to the city a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the City may require.
- C. The Contractor shall be as fully responsible to the City for the acts and omissions of subcontractors, and of persons either directly or indirectly employed by said subcontractors, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- D. The Contractor shall make a condition of all subcontracts and/or cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents.



- E. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the City.

#### ARTICLE 16 – Superintendence by the Contractor

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

#### ARTICLE 17 – Termination

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

#### ARTICLE 18 – Termination of Contract for Cause

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

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

#### ARTICLE 19 – Anti-Discrimination

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

ARTICLE 20 – Personnel

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

ARTICLE 21 – Reports and Information

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

ARTICLE 22 – 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 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: Drawings  
Bid Documents  
Contractor's Bid

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

**LABOR AND MATERIAL BOND**

FY2019-150

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

Labor and Material Bond  
(continued)

- (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 \_\_\_\_\_, 2019.

Attest: \_\_\_\_\_

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

Attest: \_\_\_\_\_

By: \_\_\_\_\_ (Seal)

**COMPLETION AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

FY2019-150

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., 2019  
IN THE PRESENCE OF:

\_\_\_\_\_  
Witness

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

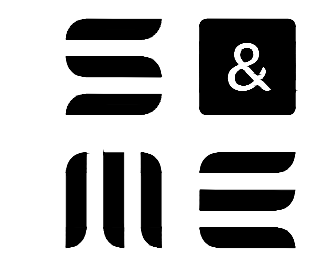
\_\_\_\_\_  
Witness

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

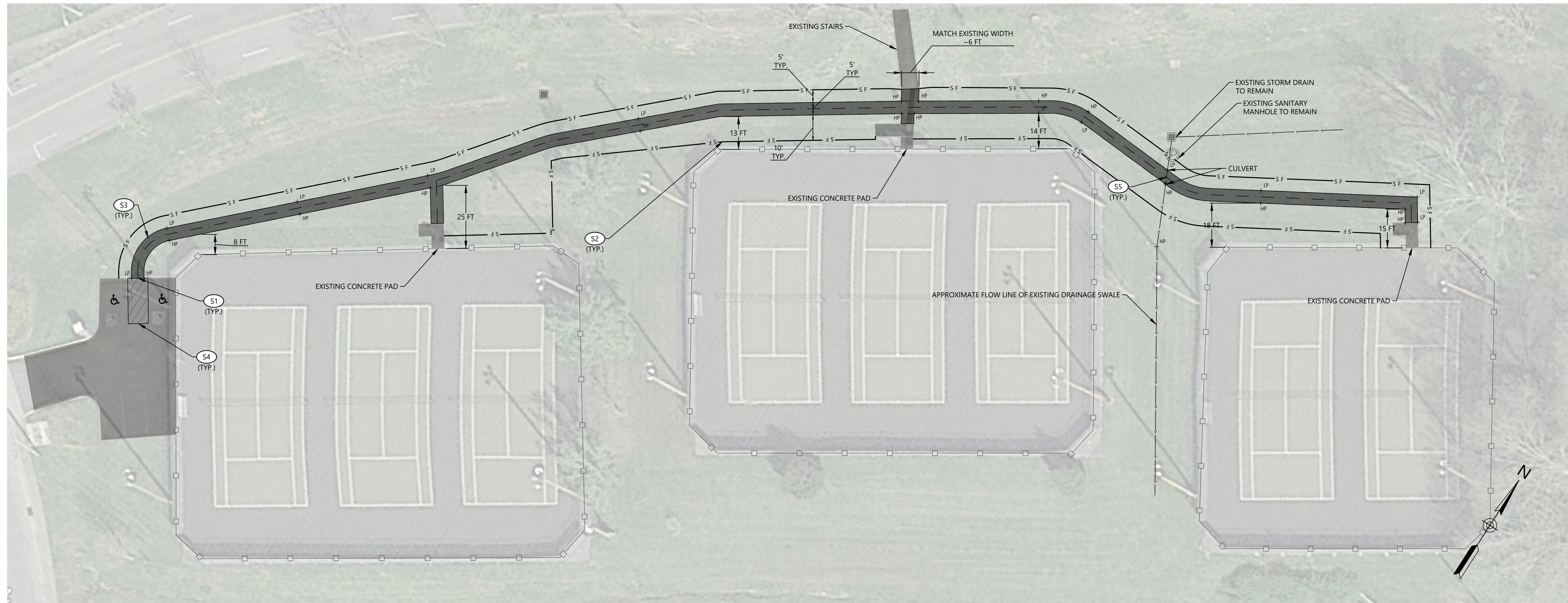
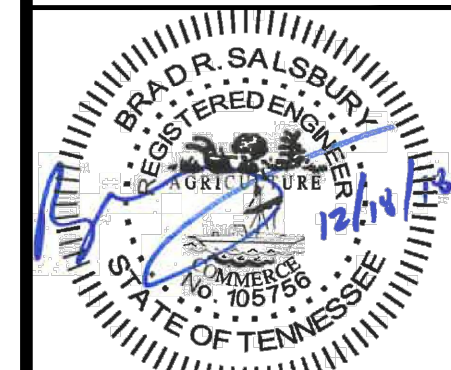
## DRAWINGS

The attached construction drawings, prepared by S&ME, dated 12/18/2018, are attached and consist of two pages:

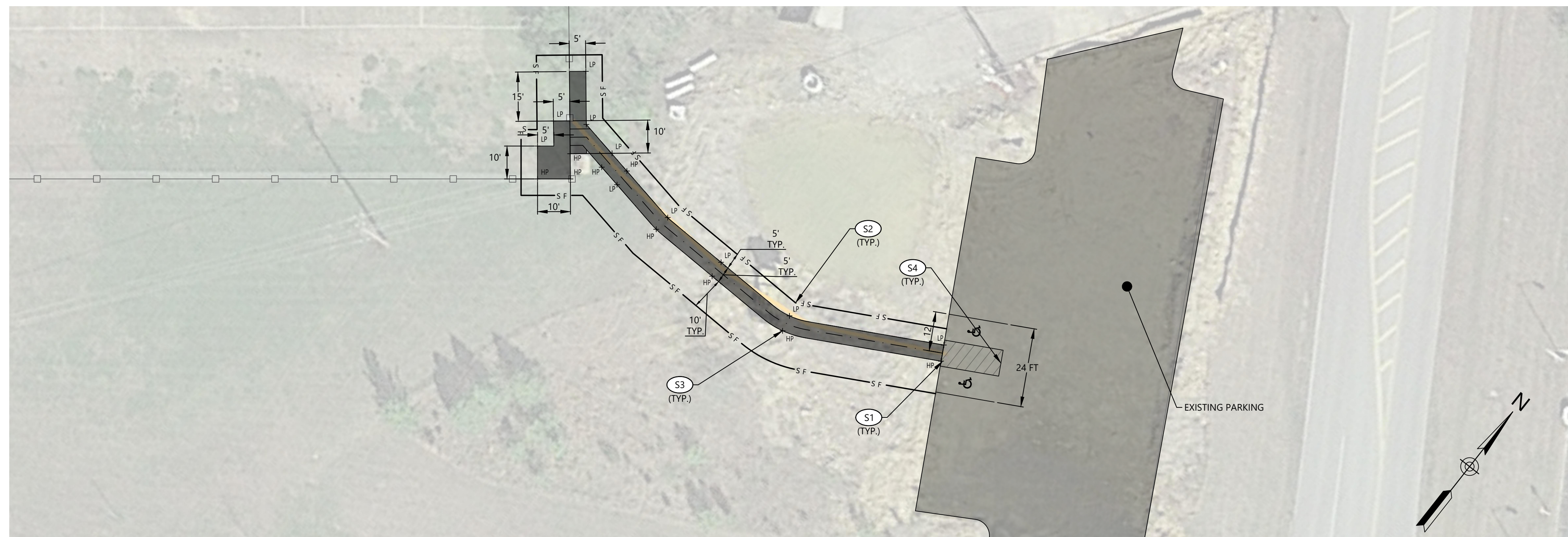
- Drawing Number C1.0, Project Number 5143-18-019, Proposed Sidewalk Layout. Please note this project is **ONLY** for the Soccer Field Sidewalk shown on the lower half of this drawing and **not** the Tennis Court Sidewalk; and
- Drawing Number C2.0, Project Number 5143-18-019, Notes and Details.



6515 NIGHTINGALE LANE  
KNOXVILLE, TN 37909  
(865) 934-6023



**TENNIS COURT SIDEWALK**  
1" = 20'



**SOCCER FIELD SIDEWALK**  
1" = 20'

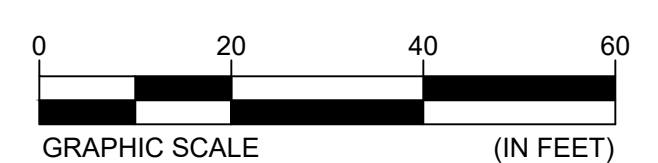
SITE LAYOUT KEYNOTES		
CODE	DESCRIPTION	DET #/SHT #
S1	CUT EXISTING CURB	1/C2.0
S2	SILT FENCE	3/C2.0
S3	CONCRETE SIDEWALK	2/C2.0
S4	RE-STRIPE ACCESSIBLE PARKING AREA	4/C2.0
S5	PIPE UNDER SIDEWALK	5/C2.0

**NOTES**

1. SIDEWALKS ARE NOT ACCESSIBLE BY CONCRETE TRUCK.
2. NO CONCRETE WASHOUT ON SITE.
3. DRAIN PIPES ARE TO BE PLACED WHERE NECESSARY TO MAINTAIN PROPER DRAINAGE.
4. SIDEWALK ALIGNMENT TO BE STAKED IN FIELD AND CONFIRMED WITH OWNER PRIOR TO COMMENCEMENT OF CONSTRUCTION.

**LEGEND**

EXISTING PAVEMENT	
CONCRETE SIDEWALK	
SIDEWALK CENTER LINE	
APPROXIMATE CENTER LINE	
EXISTING FENCE	
EXISTING MANHOLE	
HIGH/LOW POINT	



DRAWING PATH: \\p\projects\2018\5143-18-019\_csk\_high\_sidewalk\_design\CAD\construction\5143-18-019\_01.dwg

NO.	DATE	DESCRIPTION	BY	CHK	APV
1	12/18/2018	ORIGINAL			

**PROPOSED SIDEWALK LAYOUT**

CONSTRUCTION DRAWINGS  
CITY OF OAK RIDGE  
OAK RIDGE, ANDERSON COUNTY, TENNESSEE

PROJECT NUMBER  
**5143-18-019**

DRAWING NUMBER  
**C1.0**

**GENERAL NOTES**

1. BASE INFORMATION WAS TAKEN FROM AERIAL IMAGERY. S&ME INC SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY AND/OR COMPLETENESS OF THAT INFORMATION SHOWN HEREON OR ANY ERRORS OR OMISSIONS RESULTING FROM SUCH.
2. THE CONTRACTOR SHALL CHECK ALL EXISTING CONDITIONS, (i.e. INVERTS, UTILITY ROUTINGS, UTILITY CROSSINGS, AND DIMENSIONS) IN THE FIELD PRIOR TO COMMENCEMENT OF WORK. REPORT ANY DISCREPANCIES TO THE ENGINEER.
3. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES. TAKE CARE TO PROTECT UTILITIES THAT ARE TO REMAIN. REPAIR ANY DAMAGE ACCORDING TO LOCAL STANDARDS AND AT THE CONTRACTOR'S EXPENSE. COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY. THE CONTRACTOR SHALL CALL NATIONAL ONE CALL (811) 72 HOURS PRIOR TO PROCEEDING WITH ANY EXCAVATION.
4. THE CONTRACTOR SHALL CONFORM TO ALL LOCAL CODES AND RECEIVE APPROVAL WHERE NECESSARY BEFORE CONSTRUCTION.
5. PROVIDE A SMOOTH TRANSITION BETWEEN EXISTING PAVEMENT AND NEW SIDEWALKS. SLIGHT FIELD ADJUSTMENT OF FINAL GRADES MAY BE NECESSARY.
6. TRANSITIONS TO EXISTING PAVEMENT OR SIDEWALK SHALL HAVE LESS THAN 1/4" DIFFERENCE IN GRADE.
7. CONCRETE FOR SIDEWALKS SHALL BE 4000 PSI CONCRETE.
8. ANY WORK UNACCEPTABLE TO THE OWNER'S REPRESENTATIVE OR TO THE LOCAL GOVERNING AUTHORITY SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
9. ACCESSIBLE RAMPS SHALL HAVE A MAXIMUM SLOPE OF 1:12. GRADES WITHIN ACCESSIBLE SPACES SHALL BE MAXIMUM 2% IN ALL DIRECTIONS.
10. THE CONTRACTOR SHALL COMPLY WITH ALL PERTINENT PROVISIONS OF THE MANUAL OF ACCIDENT PREVENTION AND CONSTRUCTION ISSUED BY AGC OF AMERICA, INC. AND THE SAFETY AND HEALTH REGULATIONS OF CONSTRUCTION ISSUED BY THE U.S. DEPARTMENT OF LABOR.
11. ALL SIDEWALK CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS AND SPECIFICATIONS OF LOCAL GOVERNING AGENCY.
12. ALL CONSTRUCTION MATERIALS AND INSTALLATION SHALL CONFORM TO LOCAL GOVERNING AGENCY AND STATE DOT REGULATIONS AND SPECIFICATIONS.

**DEMOLITION NOTES**

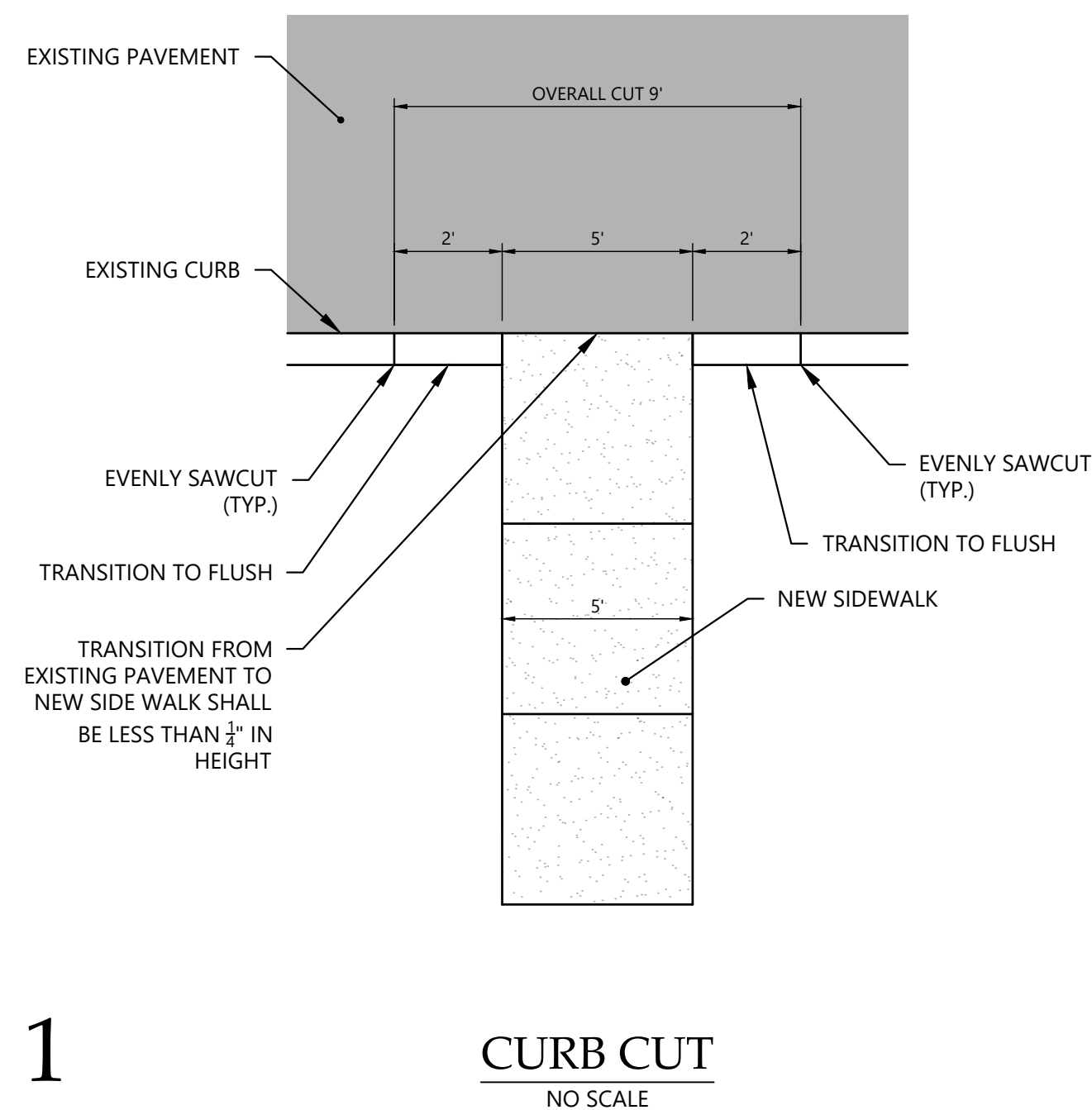
1. ALL MATERIALS BEING REMOVED AND NOT RELOCATED UNDER THE NEW CONSTRUCTION, INCLUDING TREES AND SHRUBS, SIGNS, UTILITY STRUCTURES, ETC., SHALL BE FIRST OFFERED TO THE OWNER'S REPRESENTATIVE AND IF NOT ACCEPTED SHALL THEN BE PROPERLY DISPOSED OF BY THE CONTRACTOR.
2. THE CONTRACTOR SHALL VERIFY THE LIMITS OF DEMOLITION WITH THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCEMENT OF WORK.
3. IN AREAS WHERE EXISTING PAVEMENT, WALKS, OR CURBS ARE TO BE REMOVED, SAW CUT TO PROVIDE A CLEAN EDGE. COORDINATE EXTENT OF PAVEMENT DEMOLITION WITH THE LIMIT OF NEW IMPROVEMENTS ON THE SITE LAYOUT PLAN & UTILITY INSTALLATION.
4. CONTRACTOR SHALL COORDINATE PHASING OF THE DEMOLITION WITH THE OWNER'S REPRESENTATIVE AND LOCAL GOVERNING AGENCY PRIOR TO BEGINNING WORK. DISRUPTION OF EXISTING UTILITY SERVICES AND TRAFFIC PATTERNS SHALL BE MINIMIZED TO THE EXTENT POSSIBLE AND INITIATED ONLY AFTER APPROVAL BY THE LOCAL GOVERNING AGENCY AND THE UTILITY COMPANIES.
5. CAVITIES LEFT BY STRUCTURE REMOVAL SHALL BE SUITABLY BACKFILLED AND COMPACTED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS.
6. THE CONTRACTOR SHALL USE WATER SPRINKLING AND OTHER SUITABLE METHODS AS NECESSARY TO CONTROL DUST AND DIRT CAUSED BY THE DEMOLITION WORK.
7. THE CONTRACTOR IS RESPONSIBLE FOR ALL DEMOLITION AND REMOVAL NECESSARY TO ACCOMPLISH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.
8. THE CONTRACTOR SHALL PRESERVE AND PROTECT SURVEY CONTROL POINTS AND SHALL BE RESPONSIBLE FOR REPLACEMENT OF ANY DISTURBED CONTROL POINTS.
9. RELOCATION OF EXISTING PLANT MATERIALS SHALL BE COORDINATED WITH THE OWNER.

**EROSION CONTROL NOTES:**

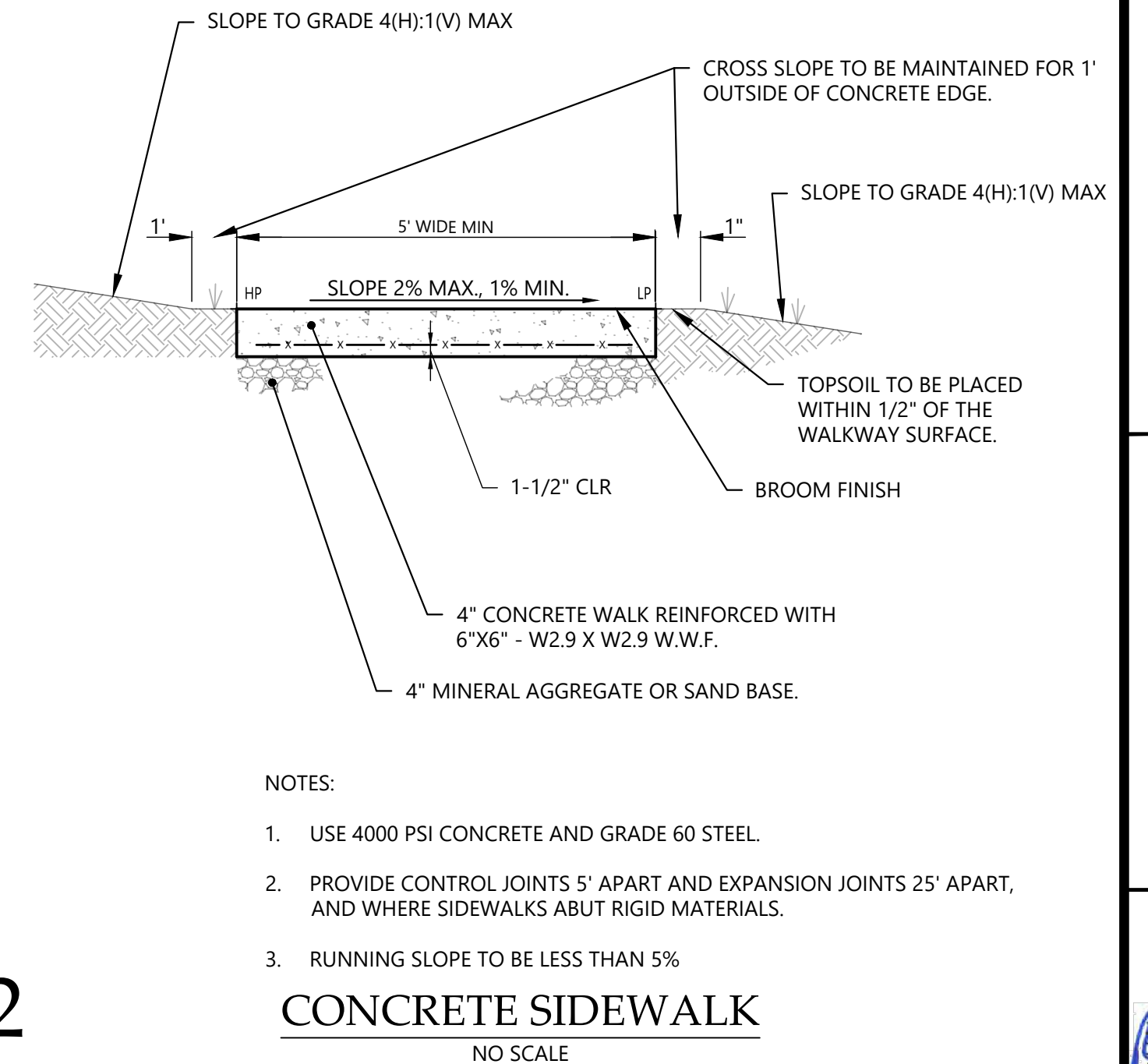
1. EROSION PREVENTION AND SEDIMENT CONTROL MEASURES MUST BE IN PLACE AND FUNCTIONAL BEFORE EARTH MOVING OPERATION BEGINS AND MUST BE CONSTRUCTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. TEMPORARY MEASURES MAY BE REMOVED AT THE BEGINNING OF THE WORKDAY BUT MUST BE REPLACED AT THE END OF THE WORKDAY.
2. THE FOLLOWING RECORDS SHALL BE MAINTAINED ON OR NEAR SITE: THE DATES WHEN MAJOR GRADING ACTIVITIES OCCUR; THE DATES WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON A PORTION OF THE SITE; THE DATES WHEN STABILIZATION MEASURES ARE INITIATED; INSPECTION RECORDS AND RAINFALL RECORDS.
3. THE CONTRACTOR SHALL MAINTAIN A RAIN GAUGE AND DAILY RAINFALL RECORDS AT THE SITE OR USE A REFERENCE SITE FOR A RECORD OF DAILY AMOUNT OF PRECIPITATION.
4. PRE-CONSTRUCTION VEGETATIVE GROUND COVER SHALL NOT BE DESTROYED, REMOVED OR DISTURBED MORE THAN 10 DAYS PRIOR TO GRADING OR EARTH MOVING UNLESS THE AREA IS SEEDED AND/OR MULCHED OR OTHER TEMPORARY COVER IS INSTALLED.
5. CONSTRUCTION MUST BE SEQUENCED TO MINIMIZE THE EXPOSURE TIME OF GRADED OR DENUDED AREAS.
6. SEDIMENT SHOULD BE REMOVED FROM SEDIMENT TRAPS, SILT FENCES, SEDIMENTATION PONDS AND OTHER SEDIMENT CONTROLS AS NECESSARY AND MUST BE REMOVED WHEN DESIGN CAPACITY HAS BEEN REDUCED BY 50% OR AS DIRECTED BY OWNERS REPRESENTATIVE.
7. THE CONTRACTOR SHALL REMOVE SEDIMENT FROM ALL DRAINAGE STRUCTURES BEFORE ACCEPTANCE BY LOCAL GOVERNING AGENCY OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE.
8. THE CONTRACTOR SHALL REMOVE THE TEMPORARY EROSION AND WATER POLLUTION CONTROL DEVICES ONLY AFTER A SOLID STAND OF GRASS HAS BEEN ESTABLISHED ON GRADED AREAS AND WHEN IN THE OPINION OF THE OWNER'S REPRESENTATIVE, THEY ARE NO LONGER NEEDED.

**SITE GRADING & EROSION CONTROL NOTES**

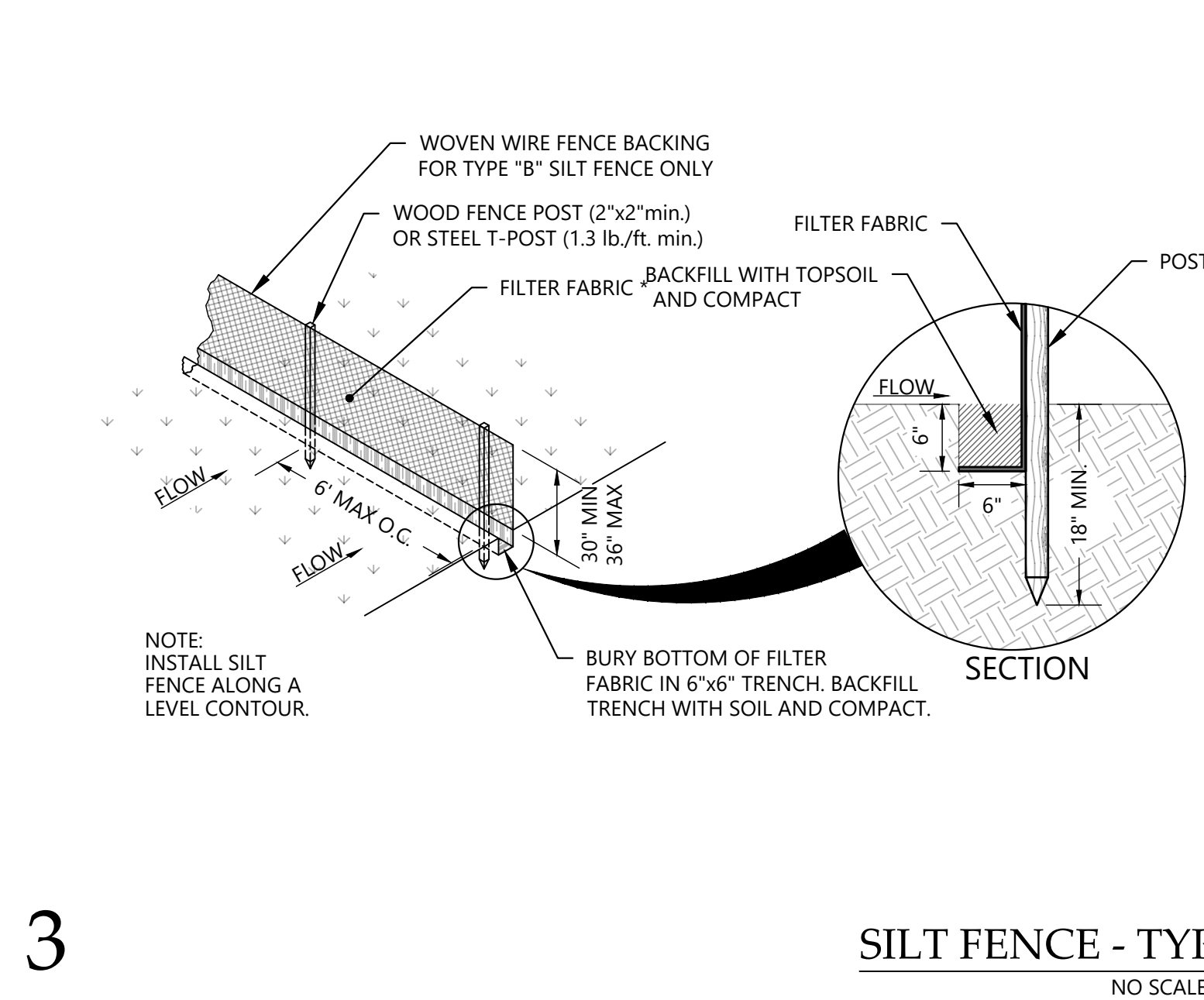
1. THE DISTURBED AREA FOR BOTH SITES FOR THIS PROJECT IS APPROXIMATELY 0.35 ACRES.
2. CONSTRUCT SILT BARRIERS BEFORE BEGINNING GRADING OPERATIONS.
3. MULCH AND SEED ALL DISTURBED AREAS AS SOON AS POSSIBLE AFTER FINAL GRADING IS COMPLETED, UNLESS OTHERWISE INDICATED. CONTRACTOR SHALL TAKE WHATEVER MEANS NECESSARY TO ESTABLISH PERMANENT SOIL STABILIZATION.
4. PROVIDE TEMPORARY CONSTRUCTION ACCESS(ES) AT THE POINT(S) WHERE CONSTRUCTION VEHICLES EXIT THE CONSTRUCTION AREA. MAINTAIN PUBLIC ROADWAYS FREE OF TRACKED MUD AND DIRT.
5. THE CONTRACTOR SHALL CHECK ALL EXISTING GRADES AND DIMENSIONS IN THE FIELD PRIOR TO BEGINNING WORK AND REPORT ANY DISCREPANCIES TO THE ENGINEER.
6. CONTRACTOR SHALL CONFORM TO ALL APPLICABLE CODES AND OBTAIN APPROVAL AS NECESSARY BEFORE BEGINNING CONSTRUCTION.
7. IF ANY SPRINGS OR UNDERGROUND STREAMS ARE EXPOSED DURING CONSTRUCTION PERMANENT FRENCH DRAINS MAY BE REQUIRED. THE DRAINS SHALL BE SPECIFIED AND LOCATED DURING CONSTRUCTION AS REQUIRED BY THE CONDITIONS WHICH ARE ENCOUNTERED, AND SHALL BE APPROVED BY THE ENGINEER.
8. THIS PLAN IS NOT A DETERMINATION OR GUARANTEE OF THE SUITABILITY OF THE SUBSURFACE CONDITIONS FOR THE WORK INDICATED.
9. THE CONTRACTOR SHALL TAKE SPECIAL CARE TO COMPACT FILL SUFFICIENTLY AROUND AND OVER ALL PIPES, STRUCTURES, VALVE STEMS, ETC., INSIDE THE PROPOSED PAVED AREAS TO AVOID SETTLEMENT. ANY SETTLEMENT DURING THE WARRANTY PERIOD SHALL BE RESTORED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
10. IN NO CASE SHALL SLOPE, HEIGHT, SLOPE INCLINATION, OR EXCAVATION DEPTH, INCLUDING TRENCH CONSTRUCTION, EXCEED THOSE SPECIFIED IN LOCAL, STATE AND FEDERAL REGULATIONS, SPECIFICALLY THE CURRENT OSHA HEALTH AND SAFETY STANDARDS FOR EXCAVATIONS (29 CFR PART 1926) SHALL BE FOLLOWED.
11. DO NOT DISTURB VEGETATION OR REMOVE TREES EXCEPT WHEN NECESSARY FOR GRADING PURPOSES.
12. STRIP TOPSOIL FROM ALL CUT AND FILL AREAS AND STOCKPILE UPON COMPLETION OF GENERAL GRADING OVER ALL DISTURBED AREAS, TO A MINIMUM DEPTH OF 6". CONTRACTOR SHALL SUPPLY ADDITIONAL TOP SOIL IF INSUFFICIENT QUANTITIES EXIST ON SITE.
13. ALL DRAINAGE CONSTRUCTION MATERIALS AND INSTALLATION SHALL CONFORM TO THE REQUIREMENTS AND SPECIFICATIONS OF THE LOCAL GOVERNING AGENCY.
14. POSITIVE DRAINAGE SHALL BE ESTABLISHED AS THE FIRST ORDER OF WORK AND SHALL BE MAINTAINED AT ALL TIMES DURING AND AFTER CONSTRUCTION.
15. THE CONTRACTOR SHALL PROVIDE AN AS-BUILT SURVEY STAMPED BY A LICENSED SURVEYOR IN THE STATE OF TENNESSEE OF ALL PUBLIC STORM SYSTEMS, AND ACCESSIBLE SIDEWALKS VERIFYING COMPLIANCE WITH DESIGN DOCUMENTS.
16. SEDIMENT REMOVED FROM SEDIMENT CONTROL STRUCTURES IS TO BE PLACED AT A SITE APPROVED BY THE ENGINEER. IT SHALL BE TREATED IN A MANNER SO THAT THE AREA AROUND THE DISPOSAL SITE WILL NOT BE CONTAMINATED OR DAMAGED BY THE SEDIMENT IN THE RUN-OFF. COST FOR THIS TREATMENT IS TO BE INCLUDED IN PRICE BID FOR EARTHWORK. THE CONTRACTOR SHALL OBTAIN THE DISPOSAL SITE AS PART OF THIS WORK.
17. STOCKPILED TOPSOIL OR FILL MATERIAL IS TO BE TREATED SO THE SEDIMENT RUN-OFF WILL NOT CONTAMINATE SURROUNDING AREAS OR ENTER NEARBY STREAMS.
18. ANY SITE USED FOR DISPOSAL AND/OR STOCKPILE OF ANY MATERIAL SHALL BE PROPERLY PERMITTED FOR SUCH ACTIVITY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SEE THAT ALL REQUIRED PERMITS ARE SECURED FOR EACH PROPERTY UTILIZED. A COPY OF THE APPROVED PERMIT MUST BE PROVIDED TO THE INSPECTOR PRIOR TO COMMENCEMENT OF WORK ON ANY PROPERTY. FAILURE TO DO SO MAY RESULT IN THE CONTRACTOR REMOVING ANY ILLEGALLY PLACED MATERIAL AT HIS OWN EXPENSE.
19. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO WASTE EXCESS EARTH MATERIAL OFF SITE AT NO ADDITIONAL COST TO THE OWNER. THE CONTRACTOR SHALL FIRST OFFER THE EXCESS MATERIAL TO THE OWNER. IF NOT ACCEPTED BY THE OWNER, THE CONTRACTOR SHALL DISPOSE OF EARTH MATERIAL OFF SITE. IT SHALL ALSO BE THE CONTRACTOR'S RESPONSIBILITY TO IMPORT SUITABLE MATERIAL (AT NO ADDITIONAL COST TO THE OWNER) FOR EARTHWORK OPERATIONS IF SUFFICIENT AMOUNTS OF EARTH MATERIAL ARE NOT AVAILABLE ON SITE.



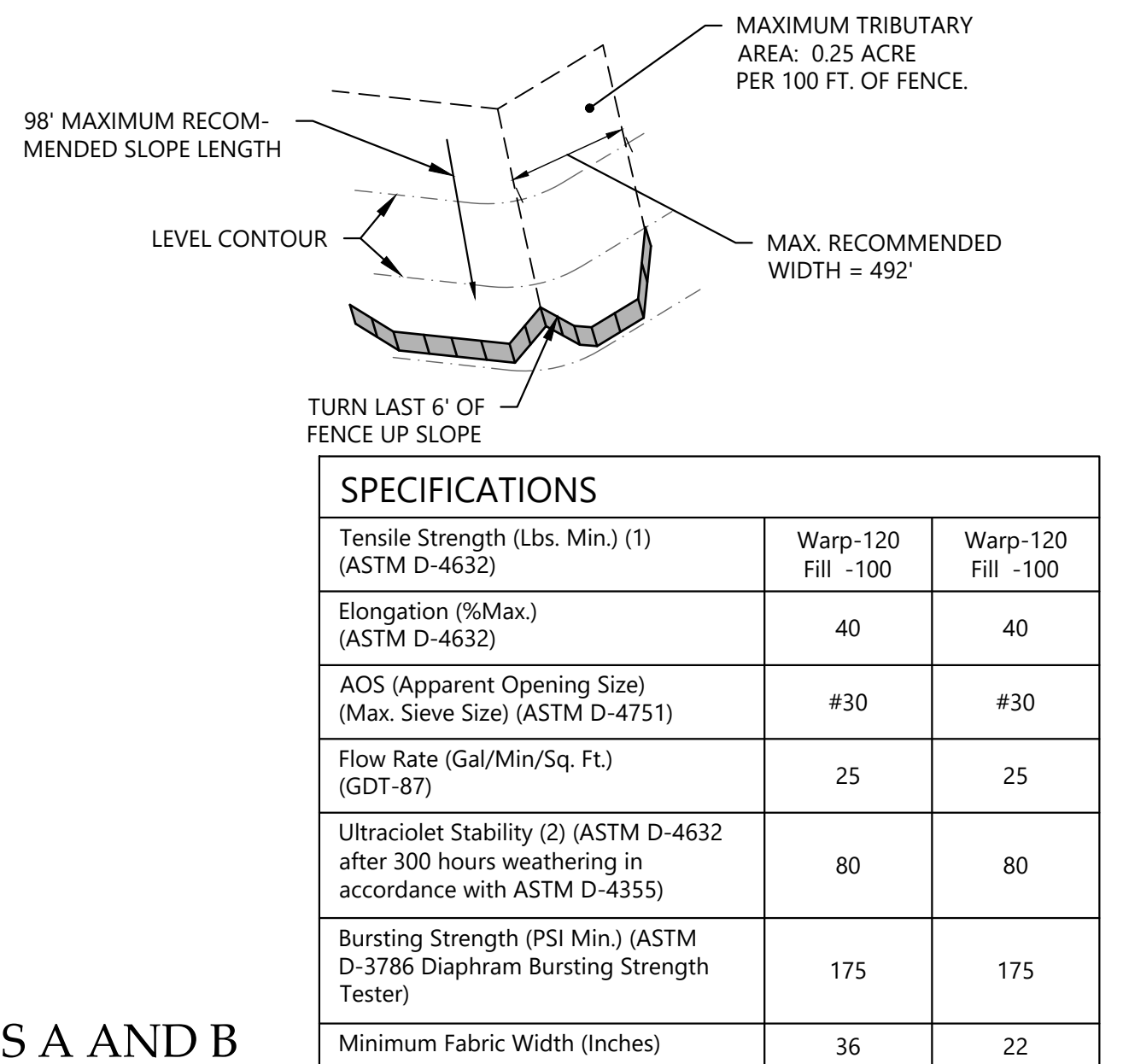
**1 CURB CUT**  
NO SCALE



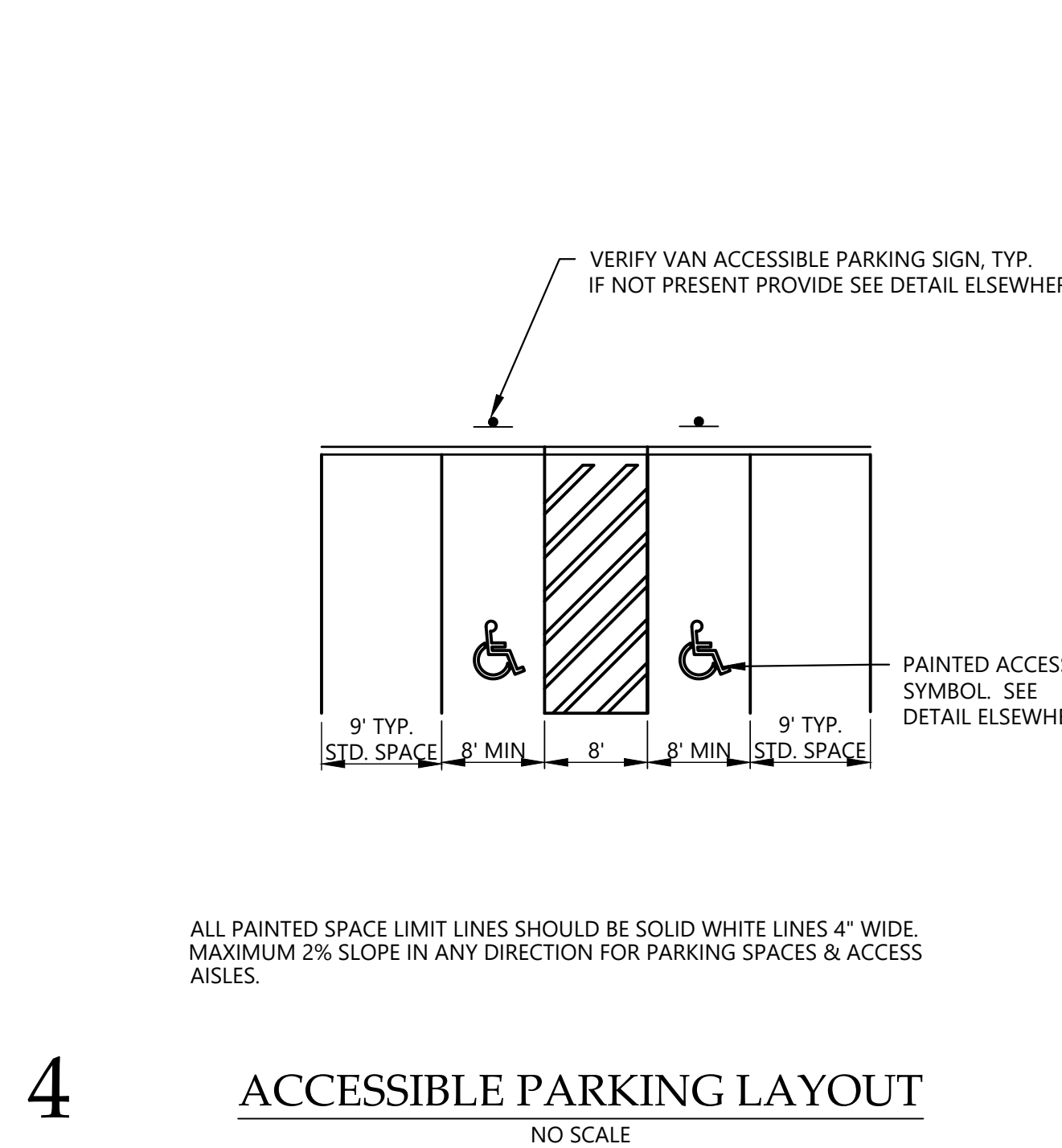
**2 CONCRETE SIDEWALK**  
NO SCALE



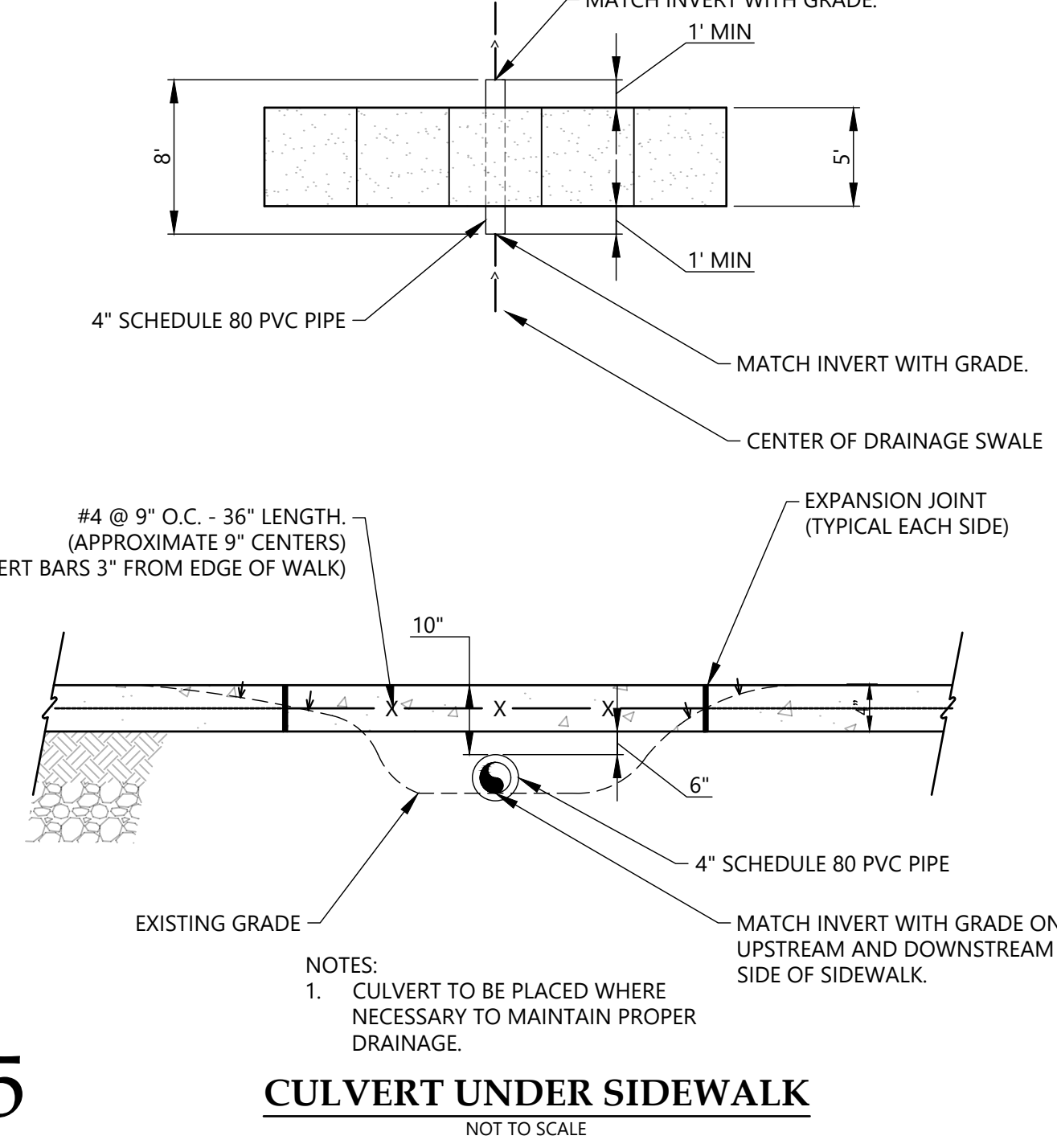
**3 SILT FENCE - TYPES A AND B**  
NO SCALE



**4 ACCESSIBLE PARKING SIGN**  
NO SCALE

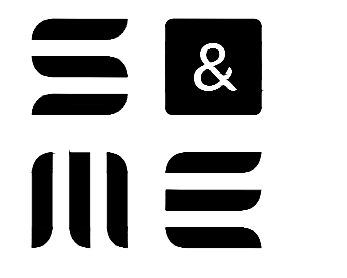


**4 ACCESSIBLE PARKING LAYOUT**  
NO SCALE

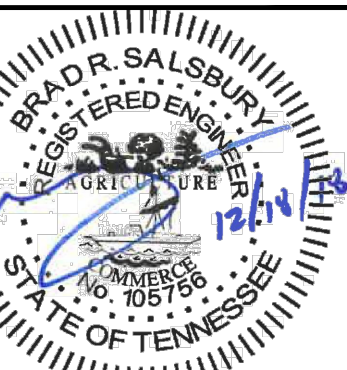


**5 CULVERT UNDER SIDEWALK**  
NOT TO SCALE

DRAWING PATH: c:\p\projects\3018\BROD5143-18-019\_curb\_higher\_sidewalk.dwg (C:\Construction\5143-18-019\_Curb.dwg)



6515 NIGHTINGALE LANE  
KNOXVILLE, TN 37909  
(865) 934-6023



NO.	DATE	DESCRIPTION	BY	CHK	BR5	APV
1	12/18/2018	ORIGINAL				

**NOTES AND DETAILS**  
CONSTRUCTION DRAWINGS  
OAK RIDGE SIDEWALK DESIGN  
PROJECT CITY, PROJECT COUNTY, PROJECT STATE

PROJECT NUMBER  
**5143-18-019**  
DRAWING NUMBER

**C2.0**