



INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

CONTRACT FY2014-51

**JACKSON SQUARE
UPPER PARKING LOT – FARMER’S MARKET
PROJECT**

BID OPENING

**September 12, 2013
2:00 p.m., Local Time**

**at the
Finance Department Conference Room
City of Oak Ridge
100 Woodbury Lane
P. O. Box 1
Oak Ridge, Tennessee 37831-0001**

**Telephone: (865) 425-1819
Fax: (865) 482-8475
Attn: Lyn Majeski
Email: LMajeski@oakridgetn.gov**

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

CONTRACT FY2014-51

September 4, 2013

Project: Jackson Square Upper Parking Lot – Farmer’s Market Project

Invitation

Sealed bids will be received by the City of Oak Ridge until 2:00 p.m., local time, September 12, 2013, then publicly opened in the Finance Department Conference Room at 100 Woodbury Lane, Oak Ridge, Tennessee, for furnishing all labor, materials, supplies, tools, and equipment necessary to perform all work and services described in the Contract attached hereto, in strict accordance with the terms and provisions of said Contract, and the specifications/drawings. (See attached document prepared by Vaughn & Melton Consulting Engineering Inc.) The Project will generally consist of widening an existing parking lot and installing pavement, sidewalks, curbs, handicap-accessible ramps, and pavement markings.

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.

Work shall commence after receipt of a written Notice to Proceed and authorization from Steve Byrd, City Engineer. Time is of the essence for this project. **In order to minimize disruptions to Oak Ridge High School football events, substantial elements of construction must be completed during the timeframe from October 19, 2013 to October 31, 2013.**

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 and obtain an interpretation or clarification prior to submitting a bid. Any interpretation or clarification given in accordance with this provision shall be in writing and will be distributed to all known Bidders. Only questions answered in writing will be binding. Oral and other interpretations or clarifications will be without legal effect.

Prices

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

Withdrawal of Bids

Bids may be withdrawn on written or telegraphic request received from Bidders prior to the time fixed for opening the bids.

Drug-Free Workplace Affidavit Form

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

Rejection of Bids

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

References

Upon request by the City, each Bidder shall furnish at least three (3) references for whom work similar to that covered by the specifications herein was performed, the year in which such work was performed and the manner of its execution, and giving such other information as will tend to show the Bidder's ability to perform the required work.

Equipment

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

Personnel

Each Bidder shall submit with their bid a written qualifications statement/resume for the resident superintendent, project manager and designer that will be assigned to the project. Each qualifications statement/resume shall clearly indicate the experience relative to the project and show competence relative to the work and responsibility of each position

Method of Work

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

Bidders Interested in More than One Bid

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

Bid Surety

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

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.

Limitation on Subcontracting

The selected Contractor must provide, at a minimum, seventy percent (70%) of the total work for this project by the Contractor's own forces. No more than thirty percent (30%) of the total work for this project may be conducted by subcontractors and all subcontractors must be approved by the City in advance of any work being conducted by the subcontractor. The City has the right to reasonably reject the use of any subcontractor by the selected Contractor for this project.

Insurance

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

Award of Contract

The City will make the award as soon as practicable to the lowest responsible Bidder, price and other factors considered, provided it is reasonable and in the best interest of the City. The successful Bidder shall be required to execute the Contract attached hereto.

City Officers and Employees Not To Have Financial Interest

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

Compliance with All Laws, Ordinances, Statutes, and Regulations

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

Bid Submittal Instructions

Pursuant to Tennessee Code Annotated § 62-6-119, each bid must be submitted in an opaque sealed envelope marked and addressed on the outside as follows:

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

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

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

If the bid is submitted by mail rather than hand-delivery, the sealed envelope containing the bid must be enclosed in another envelope addressed as stated above. Bids submitted by mail must indicate on the outside envelope, lower left corner, the following: "Sealed bid for FY2014-51: Jackson Square Upper Parking Lot – Farmer's Market Project to be opened September 12, 2013 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.

Late bids are not accepted.

FY2014-51 BID FORM

Project: Jackson Square Upper Parking Lot – Farmer’s Market Project

In compliance with the Invitation for Bids, dated September 4, 2013, the undersigned Bidder:

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

* a partnership consisting of: _____

*an individual trading as: _____

(*fill in as appropriate)

of the City of _____ in the State of _____ agrees that if this bid is accepted as hereinafter provided, it will furnish all labor, materials, supplies, tools, and equipment necessary to perform all work and services described in the Invitation for Bid and Instructions to Bidders, in strict accordance with the terms and provisions of the Contract attached thereto.

If written Notice of Award is received, the Bidder agrees to furnish to the City of Oak Ridge, within ten (10) working days after receipt of said Notice of Award, the Completion and Performance Bond; Labor and Material Bond or other suitable securities; and required insurance certificates naming the City of Oak Ridge as an additional insured.

It is understood that the City may reject any or all bids, and it is agreed that this bid shall be not withdrawn for a period of forty-five (45) calendar days following the date of opening thereof; however, this bid may be withdrawn at any time prior to the scheduled time for opening of bids, or any authorized postponement.

Time for Completion:

The undersigned Bidder understands and agrees that work cannot begin prior to September 30, 2013 and the parking lot must be available for use on home football games of October 11, 2013, October 31, 2013, and in November for possible playoff games

(Price Sheet Follows)

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	Construction Stakes, Lines and Grades	1	L.S.		
(1)	201-01 Clearing and Grubbing	1	L.S.		
(2)	202-01 Removal of Structures and Obstructions	1	L.S.		
	202-03 Removal of Sidewalks	335	S.Y.		
	202-08.10 Removal of Curb	508	L.F.		
	202-08.15 Removal of Curb and Gutter	505	L.F.		
	203-03 Excavation (Unclassified)	125	C.Y.		
	203-04 Placing and Spreading Topsoil	60	C.Y.		
	204-08-01 Backfill Material	65	C.Y.		
	209-01.10 Erosion and Siltation Control	1	L.S.		
	303-01.01 Granular Backfill	185	TON		
(3)	303-10.01 Mineral Aggregate (Size 57)	110	TON		
	307-01.06 Bituminous Plant Mix, Grading BM-2	150	TON		
	411-01.11 ACS Mix (PG 64-22) Grading E	330	TON		
	415-01.01 Cold Planing Bituminous Pavement	860	S.Y.		
(9)	604-01.01 Class "A" Concrete (Steps)	2.5	C.Y.		
(9)	604-01.02 Steel Bar Reinforcement (Steps)	200	LB.		
(9)	604-01.04 1-1/2" Steel Pipe Handrail (Steps)	40	L.F.		
(11)	611-42.01 Catch Basin STD 32x32 No. 42	1	EACH		
(4)	702-01.01 6" Extruded Concrete Curb	1265	L.F.		
(4)	701-01.01 Concrete Sidewalks (4")	3072	S.F.		
(4)	701-02.03 Concrete Handicap Ramp	630	S.F.		
(5)	Non-Reinforced Structural Concrete, Class A	4	C.Y.		
(6)	712-01 Construction Area Traffic Control	1	L.S.		
	713-15.02 Removal and Relocation of Sign and Support	2	EACH		
	716-04.10 Plastic Pavement Marking (Handicap Symbol)	2	EACH		
	716-05.01 Painted Pavement Marking (Line)	500	L.F.		
	716-05.08 Pavement Marking (Parking Line)	1584	L.F.		
(10)	716-02.09 Pavement Marking (Crosswalk Striping)	100	L.F.		
	716-10.30 Truncated Dome Detectable Warning Mat	88	S.F.		
	775-31.78 Water Valve Box Frame and Cover Adjustment	2	EACH		
	Signage	1	L.S.		
(7)	801-01 Seeding(with Straw Mulch)	300	S.Y.		
(8)	Undersidewalk Drain	40	L.F.		
				TOTAL	

- (1) Includes Stripping and Stockpiling of Topsoil. City will provide a site for stockpiling topsoil.
- (2) Includes necessary concrete surfaces next to existing/proposed sidewalks
- (3) Includes placement and compaction of material under proposed sidewalks per City standards
- (4) Includes any sawcutting and grading (cut/fill) required TDOT Std Dwg RP-H-4
- (5) Includes placement and forming of material adjacent to proposed sidewalks per plans
- (6) Includes control of pedestrian traffic on sidewalks
- (7) Includes topsoil, fertilizer, seed, mulch and water as required
- (8) Includes material and placement as noted on plans
- (9) Includes all materials as noted per TDOT Std Dwg RP-S-8
- (10) Includes all items as noted per TDOT Std Dwg T-M-4
- (11) Includes 15' of 12" CMP (14 ga.) to connect to existing storm drainage

Pricing (in accordance with the Bid Documents & Specifications/Drawings):

(Copy Total Over From Price Sheet)

Jackson Square Upper Parking Lot – Farmer’s Market Project: \$ _____

_____ Dollars

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: _____

Address: _____

Tax ID Number: _____

Bidder acknowledges receipt of the following addenda:

Addendum No. _____ Date: _____

NOTE: In accordance with the Invitation to Bid, a Bid Bond in the amount of ten percent (10%) of the total bid price, and the Drug-Free Workplace Affidavit are attached.

BID BOND

CONTRACT FY2014-51

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. 20_____.

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 _____, 2013.

Notary Public

My Commission Expires: _____.

CONTRACT

FY2014-51

THIS CONTRACT entered into this _____ day of _____, 2012, by and between the CITY OF OAK RIDGE, TENNESSEE, a municipal corporation, hereinafter called the "City," and _____, a _____, hereinafter called the "Contractor."

WITNESSETH

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

ARTICLE 1 – Scope of This Contract

The work to be done consists of furnishing all labor, materials, supplies, tools, equipment and other incidentals necessary to perform all work and services required for the Jackson Square Farmer's Market Parking Lot project for the City of Oak Ridge, in strict accordance with the terms and provisions of this Contract, the specifications/drawings prepared by Vaughn & Melton Consulting Engineering, Inc., 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 & Commencement/Completion of Work

This Contract shall become effective upon its execution and shall continue in full force and effect through December 31, 2013.

Work shall commence after the Contractor's receipt of a written Notice to Proceed from the City and authorization from Steve Byrd, City Engineer, who is the engineer for this project. Time is of the essence. The work shall be substantially complete within forty-five (45) days from the date of the Notice to Proceed and complete and ready for final payment within sixty (60) days from the date of the Notice to Proceed. Notwithstanding the above, in order to minimize disruptions to Oak Ridge High School football events, work cannot begin prior to September 30, 2013 and the parking lot must be available for use on home football games of October 11, 2013, October 31, 2013, and in November for possible playoff games.

ARTICLE 3 – Changes

- A. City may, by written order, and without notice to the Sureties, make changes in the specifications of this Contract within the general scope thereof. If any such changes cause an increase or decrease in the scope of this Contract or in the time required for its performance, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly.
- B. Should the Contractor encounter conditions materially different from those shown in the specifications, the City shall be notified in writing immediately of such conditions before they are disturbed. The City shall thereupon promptly investigate the conditions and if it finds that they do

so materially differ from those specified, this Contract shall be modified to provide for any increase or decrease of cost and difference in time resulting from the conditions so found.

- C. Except as otherwise herein provided, no charge for any extra work or material will be allotted unless the same has been approved in writing by the City, and the price stated.

ARTICLE 4 – Inspections and Defective Work

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

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

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

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

ARTICLE 5 – Site Investigation

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

ARTICLE 6 – Delays, Damages

If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in Article 2, or fails to complete the work within such time, the City may terminate this Contract. In such event, the City may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the City for any excess cost occasioned thereby. If this Contract is so terminated, the City may take possession of and utilize in completing the work such materials, appliances, tools and equipment as may be on the site of the work and necessary therefore.

ARTICLE 7 – Payment

As consideration for performing all work and services set forth in this Contract, and as full consideration thereof, the City agrees to pay the Contractor \$_____ in accordance with the bid sheet of the Contractor which is incorporated by reference into this Contract. Payment shall be made by the City after completion of the work by the Contractor and final inspection and approval of the work by the City.

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. 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, 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. 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 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 but not more than thirty percent (30%) of the work may be performed by 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 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

- E. over the Contractor under any provision of the Contract Documents.
- F. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the City.

ARTICLE 16 – Superintendence by the Contractor

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

ARTICLE 17 – Termination

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

ARTICLE 18 – Termination of Contract for Cause

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

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

ARTICLE 19 – Anti-Discrimination

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

ARTICLE 20 – Personnel

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

ARTICLE 21 – Reports and Information

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

ARTICLE 22 – Liquidated Damages

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

ARTICLE 23 – Governing Law

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written, the City of Oak Ridge, by its Mayor, by authority duly given.

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE

City Attorney

Mayor

(CONTRACTOR)

Signature

(Printed or Typed Name and Title)

Attachments: Specifications/Drawings
Bid Documents
Contractor's Bid

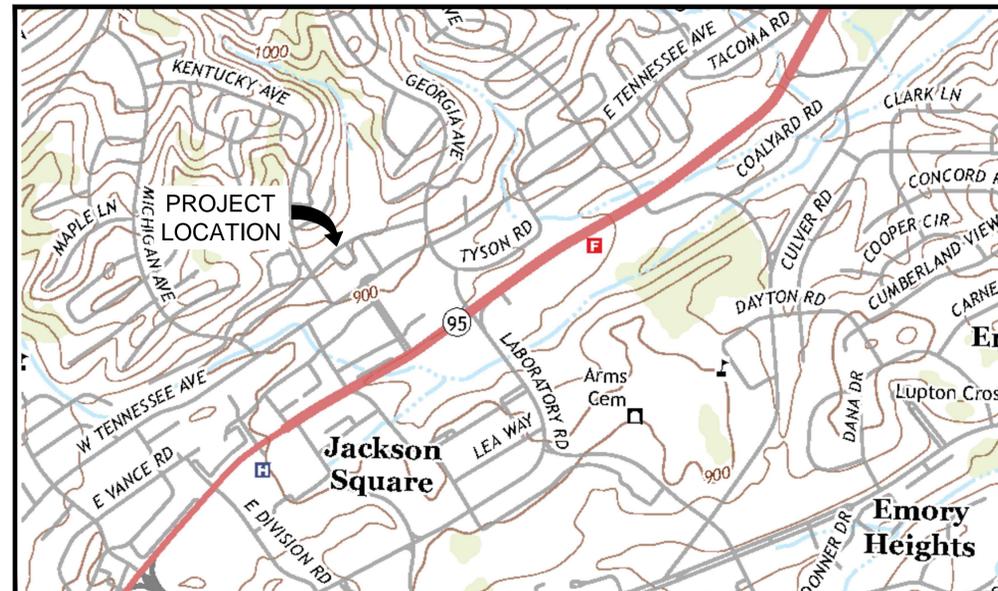
Approved by Resolution _____

SPECIFICATIONS/DRAWINGS
(See Attached*)

The specifications and drawings prepared by Vaughn & Melton Consulting Engineering Inc. are attached.

CONSTRUCTION PLANS FOR JACKSON SQUARE UPPER PARKING LOT - FARMERS MARKET

CITY OF OAK RIDGE, TENNESSEE
ANDERSON COUNTY, TENNESSEE



VICINITY MAP
NOT TO SCALE

CALL BEFORE YOU DIG!

CONTACT TENNESSEE ONE-CALL SYSTEM
FOR UTILITY LOCATION ASSISTANCE
1-800-351-1111



Index of Drawings	
DRAWING NUMBER	DRAWING TITLE
G-100	COVER SHEET
G-101	GENERAL NOTES AND LEGEND
G-102	ESTIMATED PROJECT QUANTITIES
C-100	EXISTING CONDITONS
C-101	DEMOLITION PLAN
C-200	PROPOSED IMPROVEMENTS AND DETAIL PLANS
C-201	ACCESS DETAIL PLANS
C-202	PROPOSED ACCESSIBLE RAMPS
C-203	ACCESS RAMP PROFILES
C-300	STANDARD CONSTRUCTION DETAILS

TDOT STANDARD DRAWINGS INDEX		
DRAWING NUMBER	REV	DESCRIPTION
ROADWAY AND PAVEMENT APPURTENANCES		
RP-H-3		CURB RAMP AND TRUNCATED DOME DETAIL
RP-H-4		PERPENDICULAR CURB RAMP
RP-S-7		DETAILS FOR STANDARD CONCRETE SIDEWALKS
RP-S-8		DETAILS FOR STANDARD CONCRETE STEPS AND PIPE HANDRAILS
D-CB-42S		STANDARD 32"x32" SQUARE CONCRETE NO. 42 CATCH BASIN
RP-MC-2		STANDARD 6" SLOPING (NONMOUNTABLE) CONCRETE CURBS AND CONCRETE CURBS AND GUTTERS
T-M-4		STANDARD INTERSECTION PAVEMENT MARKINGS

CITY OF OAK RIDGE, TENNESSEE PUBLIC WORKS DEPARTMENT
OAK RIDGE CENTRAL SERVICES COMPLEX
100 WOODBURY LANE
OAK RIDGE, TENNESSEE 37830

OWNER:
CITY OF OAK RIDGE, TENNESSEE
MUNICIPAL BUILDING
200 SOUTH TULANE AVENUE
OAK RIDGE, TENNESSEE 37830

APPROVED FOR CONSTRUCTION:

REPRESENTATIVE _____ DATE _____

UTILITY NOTE

The existing utilities shown hereon have been located from a field survey and data provided by the Owner. The Engineer makes no guarantee that the UNDERGROUND utilities shown comprise all such utilities in the area, either in service or abandoned. The Engineer does certify that they are located as accurately as possible from the information available. The Engineer has not physically located the underground utilities. The contractor is responsible for locating any and all utilities prior to any construction.

V&M
Vaughn & Melton
Consulting Engineers, Inc.

1909 AILOR AVENUE
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SOUTH CAROLINA
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UTILITY PROVIDERS:

ELECTRIC - CITY OF OAK RIDGE
865-482-8313

WATER AND SEWER - CITY OF OAK RIDGE PUBLIC WORKS
865-425-1875



CIVIL ENGINEER
FOR REVIEW ONLY

SPECIFICATIONS

(1) THIS PROJECT SHALL BE CONSTRUCTED ACCORDING TO THE TDOT STANDARD SPECIFICATIONS, 2006 ED., ALL APPLICABLE TDOT STANDARD DRAWINGS, THESE PLANS, CONTRACT DOCUMENTS, THE CITY OF OAK RIDGE STANDARD SPECIFICATIONS, AND AS DIRECTED BY THE ENGINEER.

GRADING

(2) ANY AREA THAT IS DISTURBED OUTSIDE LIMITS OF CONSTRUCTION DURING THE LIFE OF THIS PROJECT SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.

(3) THE CONTRACTOR SHALL NOT DISPOSE OF ANY MATERIAL EITHER ON OR OFF R.O.W. IN A REGULATORY FLOOD WAY AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY WITHOUT APPROVAL BY SAME. ALL MATERIAL SHALL BE DISPOSED OF IN UPLAND (NON-WETLAND) AREAS AND ABOVE ORDINARY HIGH WATER OF ANY ADJACENT WATERCOURSE. THIS DOES NOT ELIMINATE THE NEED TO OBTAIN ANY OTHER LICENSES OR PERMITS THAT MAY BE REQUIRED BY ANY OTHER FEDERAL, STATE OR LOCAL AGENCY.

(4) GRADE ON PROFILE IS THE SAME AS GRADE ON CROSS-SECTIONS AND SAME AS FINISHED GRADE ON THE TYPICAL SECTIONS.

SEEDING AND SODDING

(5) ITEM NO. 27.10, SEEDING (WITH MULCH), SHALL BE USED WHERE EROSION CONTROL BLANKET OR SOD ARE NOT APPLIED.

UTILITIES

(6) THE LOCATIONS OF UTILITIES, PUBLIC OR PRIVATE, SHOWN WITHIN THESE PLANS ARE APPROXIMATE ONLY. EXACT LOCATIONS SHALL BE DETERMINED IN THE FIELD BY CONTACTING THE UTILITY COMPANIES INVOLVED. NOTIFICATION BY CALLING THE TENNESSEE ONE CALL SYSTEM, INC., AT 1-800-351-1111 AS REQUIRED BY TCA 65-31-106 WILL BE REQUIRED.

(7) UNLESS OTHERWISE NOTED, ALL UTILITY ADJUSTMENTS WILL BE PERFORMED BY THE UTILITY OR ITS REPRESENTATIVE. THE CONTRACTOR AND UTILITY OWNERS WILL BE REQUIRED TO COOPERATE WITH EACH OTHER IN ORDER TO EXPEDITE THE WORK REQUIRED BY THIS CONTRACT. ON CONTRACTS WHERE CONSTRUCTION STAKES, LINES, AND GRADES ARE CONTRACT ITEMS, THE CONTRACTOR WILL BE REQUIRED TO PROVIDE RIGHT-OF-WAY OR SLOPE STAKES, DITCH OR STREAM BED GRADES, OR OTHER ESSENTIAL SURVEY STAKING TO PREVENT CONFLICTS WITH THE HIGHWAY CONSTRUCTION. FREQUENTLY, THIS WILL BE REQUIRED AS THE FIRST ITEM OF WORK AND AT ANY LOCATION ON THE PROJECT DIRECTED BY THE ENGINEER.

(8) THE CONTRACTOR WILL PROVIDE ALL NECESSARY PROTECTIVE MEASURES TO SAFEGUARD EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION OF THIS PROJECT. IN THE EVENT THAT SPECIAL EQUIPMENT IS REQUIRED TO WORK OVER AND AROUND THE UTILITIES, THE CONTRACTOR WILL BE REQUIRED TO FURNISH SUCH EQUIPMENT. THE COST OF PROTECTING UTILITIES FROM DAMAGE AND FURNISHING SPECIAL EQUIPMENT WILL BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS OF CONSTRUCTION.

(9) PRIOR TO SUBMITTING HIS BID, THE CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR CONTACTING OWNERS OF ALL AFFECTED UTILITIES IN ORDER TO DETERMINE THE EXTENT TO WHICH UTILITY RELOCATIONS AND/OR ADJUSTMENTS WILL HAVE UPON THE SCHEDULE OF WORK FOR THE PROJECT. WHILE SOME WORK MAY BE REQUIRED 'AROUND' UTILITY FACILITIES THAT WILL REMAIN IN PLACE, OTHER UTILITY FACILITIES MAY NEED TO BE ADJUSTED CONCURRENTLY WITH THE CONTRACTOR'S OPERATIONS. ADVANCE CLEAR CUTTING MAY BE REQUIRED BY THE ENGINEER AT ANY LOCATION WHERE CLEARING IS CALLED FOR IN THE SPECIFICATIONS AND CLEAR CUTTING IS NECESSARY FOR A UTILITY RELOCATION. ANY ADDITIONAL COST WILL BE INCLUDED IN THE UNIT PRICE BID FOR THE CLEARING ITEM SPECIFIED IN THE PLANS.

(10) THE CONTRACTOR SHALL NOTIFY EACH INDIVIDUAL UTILITY OWNER OF HIS PLAN OF OPERATION IN THE AREA OF THE UTILITIES. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL CONTACT THE UTILITY OWNERS AND REQUEST THEM TO PROPERLY LOCATE THEIR RESPECTIVE UTILITY ON THE GROUND. THIS NOTIFICATION SHALL BE GIVEN AT LEAST THREE (3) BUSINESS DAYS PRIOR TO COMMENCEMENT OF OPERATIONS AROUND THE UTILITY IN ACCORDANCE WITH TCA 65-31-106.

(11) THE CONTRACTOR SHALL BE REQUIRED TO COOPERATE WITH THE OWNERS OF THE LOCAL UTILITIES IN THE ADJUSTMENT OF THEIR FACILITIES WHERE THEY INTERFERE WITH CONSTRUCTION.

MISCELLANEOUS

(12) NOTHING IN THE GENERAL NOTES OR SPECIAL PROVISIONS SHALL RELIEVE THE CONTRACTOR FROM HIS RESPONSIBILITIES TOWARD THE SAFETY AND CONVENIENCE OF THE GENERAL PUBLIC AND THE RESIDENTS ALONG THE PROPOSED CONSTRUCTION AREA

SPECIAL NOTES

(13) A BASE OF OPERATIONS IS TO BE ESTABLISHED ON THE PROJECT. ALL MATERIAL STOCKPILED ON THE PROJECT BY THE CONTRACTOR IS TO REMAIN AT THIS BASE UNTIL 48 HOURS BEFORE SCHEDULED PLACEMENT ON THE PROJECT.

(14) IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO TAKE ADEQUATE MEASURES TO PROTECT PEDESTRIAN AND VEHICULAR TRAFFIC FROM WORK REMAINING OPEN AT THE END OF ANY WORK DAY. THESE MEASURES ARE SUBJECT TO THE APPROVAL OF THE ENGINEER.

(15) OVERNIGHT STORAGE OF MACHINERY, TOOLS AND/OR EQUIPMENT IS TO BE AT THE BASE OF OPERATIONS OR AT A SITE APPROVED IN WRITING BY THE ENGINEER.

(16) IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO TAKE APPROPRIATE MEASURES TO PROTECT EXISTING STRUCTURES TO REMAIN DURING CONSTRUCTION OF THIS PROJECT. ALL COSTS INVOLVED IN THE REPAIR AND/OR REPLACEMENT OF SAID STRUCTURES DUE TO THE CONSTRUCTION OF THIS PROJECT WILL BE AT THE CONTRACTOR'S EXPENSE.

(17) IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AT THEIR OWN EXPENSE ALL DAMAGE CAUSED BY MOVEMENT OF THEIR MACHINERY AND/OR PERSONNEL DURING THE CONSTRUCTION OF THIS PROJECT.

(18) ONLY ITEMS SHOWN IN THE CONTRACT PROPOSAL AS PAY ITEMS WILL BE PAID FOR. COMPENSATION FOR ALL LABOR, MATERIALS, TOOLS, EQUIPMENT AND INCIDENTALS FOR THE ENTIRE CONTRACT SHALL BE INCLUDED IN THE PRICE BID FOR PAY ITEMS.

(19) ALL DETOUR, AND STREET CLOSURES ARE TO BE APPROVED BY THE CITY OF OAK RIDGE TRAFFIC ENGINEERING DEPARTMENT.

(20) THE CONTRACTOR SHALL BE REQUIRED TO MAINTAIN ACCESS TO DRIVEWAYS AND PROVIDE ACCESS FOR LOCAL TRAFFIC THROUGHOUT CONSTRUCTION.

(21) LOCATION OF EXISTING UTILITIES AS SHOWN IN THESE PLANS IS APPROXIMATE ONLY AND SUBJECT TO FIELD VERIFICATION BY THE CONTRACTOR. CONTRACTOR IS TO

COORDINATE HIS CONSTRUCTION WITH THE OWNER(S) OF SUCH UTILITIES. ALL DAMAGE DONE TO EXISTING UTILITIES SHALL BE REMEDIATED AT THE CONTRACTOR'S EXPENSE. SOME EXISTING UTILITIES CAN BE LOCATED BY CALLING THE TENNESSEE ONE CALL SYSTEM, INC. AT 1-800-351-1111.

(22) CONTRACTOR SHALL COMPLY WITH MATERIAL SPECIFICATIONS AND CONSTRUCTION PRACTICES OF GOVERNING LOCAL ENTITY AND AS APPROVED BY TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION.

(23) THE CONTRACTOR SHALL NOT ALLOW ANY SILT-LADEN WATERS OR DEBRIS TO BE DISCHARGED INTO ANY CATCH BASIN, DRAINAGE WAY, DITCH, CREEK, OR RIVER. CHANGE OR ALTERATION OF THE COURSE OF ANY STREAM AND PUMPING OR DUMPING OF SOIL AND DEBRIS INTO DRAINAGE DITCHES WILL NOT BE PERMITTED.

(24) ALL TEMPORARY STRUCTURES AND CROSSINGS SHALL BE REMOVED AND THE RESTORATION COMPLETED AS SOON AS POSSIBLE.

(25) CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRAFFIC CONTROL ACCESS TO ALL RESIDENCES AND BUSINESSES DURING CONSTRUCTION.

(26) CONTRACTOR SHALL RESTORE ALL AREAS DAMAGED BY THE CONSTRUCTION PROCESS TO AS NEAR-ORIGINAL CONDITION AS POSSIBLE.

(27) THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ALL EXCESS MATERIALS FROM THE CONSTRUCTION SITE. CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING PERMITS AND/OR FEES ASSOCIATED WITH THE DISPOSAL OF THESE MATERIALS. THE COST(S) OF DISPOSAL SHALL BE INCLUDED IN THE COST BID FOR OTHER ITEMS.

(28) ANY ADDITIONAL PAVEMENT INADVERTENTLY REMOVED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.

(29) ADEQUATE EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED BY THE CONTRACTOR DURING CONSTRUCTION IN ACCORDANCE WITH THE PROVISIONS SPECIFIED IN THE TENNESSEE EROSION AND SEDIMENT CONTROL HANDBOOK. THE CONTRACTOR SHALL SPECIFICALLY INSTALL STRAW BALES AND/OR SILT FENCES BETWEEN THE CONSTRUCTION SITE AND DOWNSTREAM BUSINESSES AND RESIDENCES. IN NO CASE SHALL THE CONTRACTOR OPERATE EQUIPMENT IN ANY STREAMBED

(30) ALL WATER AND GAS METERS ENCOUNTERED (IF ANY) DURING CONSTRUCTION SHALL BE RELOCATED BY THE CITY OF OAK RIDGE. RELOCATION SHALL BE COORDINATED BY THE CONTRACTOR WITH THE CITY OF OAK RIDGE.

(31) ALL WORK TO CONFORM TO CITY OF OAK RIDGE, TENNESSEE, STANDARD CONSTRUCTION REQUIREMENTS AND DETAILS (LATEST EDITION)

NO.	DATE	DESCRIPTION



JACKSON SQUARE RENOVATION
CITY OF OAK RIDGE, TENNESSEE

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JOB NO:	51320-12
SCALE:	N.T.S.
DATE:	SEPTEMBER 2013
FILE NAME:	51320-12_COVER SHEET.DWG
DRAWING TITLE:	GENERAL NOTES AND LEGEND
SHEET	DRAWING NO:
2	OF
10	G-101

9/5/2013

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ESTIMATED QUANTITIES			
ITEM NO.	DESCRIPTION	UNIT	QUANTITY
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1
201-01	CLEARING AND GRUBBING (1)	LS	1
202-01	REMOVAL OF STRUCTURES AND OBSTRUCTIONS (2)	LS	1
202-03	REMOVAL OF SIDEWALKS	SY	335
202-08.10	REMOVAL OF CURB	LF	508
202-08.15	REMOVAL OF CURB AND GUTTER	LF	505
203-03	EXCAVATION (UNCLASSIFIED)	CY	125
203-04	PLACING AND SPREADING TOPSOIL	CY	60
204-08.01	BACKFILL MATERIAL	CY	65
209-01.10	EROSION AND SILTATION CONTROL	LS	1
303-01.01	GRANULAR BACKFILL	TON	185
303-10.01	MINERAL AGGREGATE (SIZE 57) (3)	TON	110
307-01.06	BITUMINOUS PLANT MIX, GRADING BM-2	TON	150
411-01.11	ACS MIX (PG64-22) GRADING E	TON	330
415-01.01	COLD PLANING BITUMINOUS PAVEMENT	SY	860
604-01.01	CLASS "A" CONCRETE (STEPS) (9)	CY	2.5
604-01.02	STEEL BAR REINFORCEMENT (STEPS) (9)	LB	200
604-01.04	1-1/2" STEEL PIPE HANDRAIL (STEPS) (9)	LF	40
611-42.01	CATCH BASIN STD 32x32 NO. 42 (11)	EACH	1
702-01.01	6" EXTRUDED CONCRETE CURB (4)	LF	1265
701-01.01	CONCRETE SIDEWALKS (4") (4)	SF	3072
701-02.03	CONCRETE HANDICAP RAMP (4)	SF	630
	NON-REINFORCED STRUCTURAL CONCRETE, CLASS A (5)	CY	4
712-01	CONSTRUCTION AREA TRAFFIC CONTROL (6)	LS	1
713-15.02	REMOVAL AND RELOCATION OF SIGN AND SUPPORT	EACH	2
716-04.10	PLASTIC PAVEMENT MARKING (HANDICAP SYMBOL)	EACH	2
716-05.01	PAINTED PAVEMENT MARKING (LINE)	LF	500
716-05.08	PAVEMENT MARKING (PARKING LINE)	LF	1584
716-02.03	PAVEMENT MARKING (CROSSWALK STRIPING) (10)	LF	100
716-10.30	TRUNCATED DOME DETECTABLE WARNING MAT	SF	88
775-31.78	WATER VALVE BOX FRAME AND COVER ADJUSTMENT	EACH	2
	SIGNAGE	LS	1
801-01	SEEDING (WITH STRAW MULCH) (7)	SY	300
	UNDERSIDEWALK DRAIN (8)	LF	40

- (1) INCLUDES STRIPPING AND STOCKPILING OF TOPSOIL. CITY WILL PROVIDE A SITE FOR STOCKPILING TOPSOIL
- (2) INCLUDES NECESSARY CONCRETE SURFACES NEXT TO EXISTING/PROPOSED SIDEWALKS
- (3) INCLUDES PLACEMENT AND COMPACTION OF MATERIAL UNDER PROPOSED SIDEWALKS PER CITY STANDARDS
- (4) INCLUDES ANY SAWCUTTING AND GRADING (CUT/FILL) REQUIRED TDOT STD DWG RP-H-4
- (5) INCLUDES PLACEMENT AND FORMING OF MATERIAL ADJACENT TO PROPOSED SIDEWALKS PER PLANS
- (6) INCLUDES CONTROL OF PEDESTRIAN TRAFFIC ON SIDEWALKS
- (7) INCLUDES TOPSOIL, FERTILIZER, SEED, MULCH AND WATER AS REQUIRED
- (8) INCLUDES MATERIAL AND PLACEMENT AS NOTED ON PLANS
- (9) INCLUDES ALL MATERIALS AS NOTED PER TDOT STD DWG RP-S-8
- (10) INCLUDES ALL ITEMS AS NOTED PER TDOT STD DWG T-M-4
- (11) INCLUDES 15LF OF 12" CMP (14 GA.) TO CONNECT TO EXISTING STORM DRAINAGE

REVISIONS	
NO.	DATE



JACKSON SQUARE RENOVATION
CITY OF OAK RIDGE, TENNESSEE

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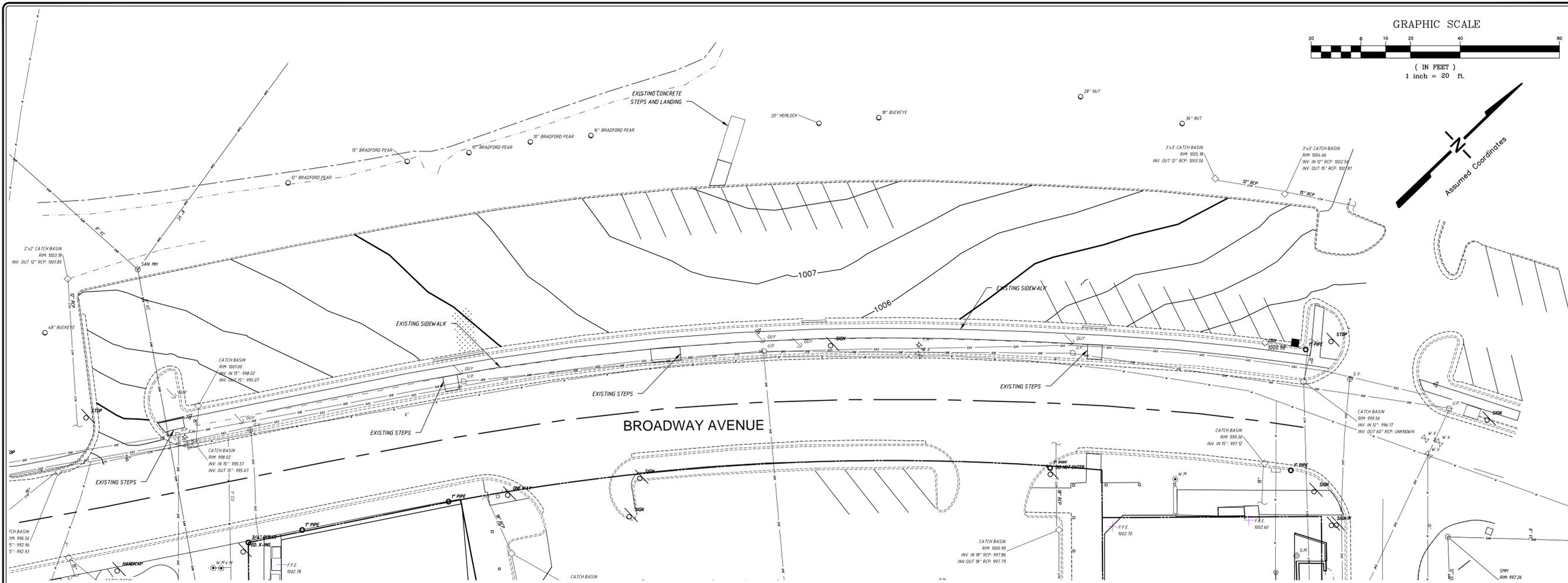
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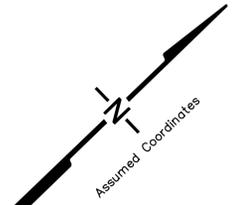
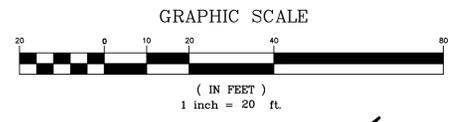
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DATE: SEPTEMBER 2013
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DRAWING TITLE:
ESTIMATED PROJECT QUANTITIES
SHEET 3 OF 10
DRAWING NO: G-102

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9/5/2013



EXISTING SITE PLAN
SCALE: 1"=20'



NOTE:
NO SUBSURFACE EXPLORATION OF UTILITIES WAS PERFORMED.
LOCATION OF UNDERGROUND UTILITIES ARE BASED ON ABOVE GROUND APPURTENANCES AND INFORMATION PROVIDED BY THE OWNER.
CONTRACTOR SHALL COORDINATE WORK WITH UTILITY OWNERS PRIOR TO BEGINNING WORK.

EXISTING		PROPOSED	
	MINOR INTERVAL CONTOUR		MAJOR INTERVAL CONTOUR
	SANITARY SEWER 4 MANHOLE		POTABLE WATER
	NATURAL GAS		OVERHEAD ELECTRIC
	OVERHEAD TELEPHONE		UNDERGROUND ELECTRIC
	UNDERGROUND TELEPHONE		UNDERGROUND CABLE
	STORM LINE		RIGHT OF WAY
	FENCE LINE		SANITARY FORCE MAIN
	PROPERTY LINE		EDGE OF ASPHALT
	EDGE OF GRAVEL		FIRE HYDRANT
	WATER METER		VALVE
	TELEPHONE/UTILITY POLE		GUY WIRE
	CATCH BASIN		STORM MANHOLE
	TELEPHONE PEDESTAL		PROPERTY CORNER
	RIGHT OF WAY MARKER		CONTROL POINT
	LIGHT POLE		CLEAN OUT

NO.	DATE	DESCRIPTION



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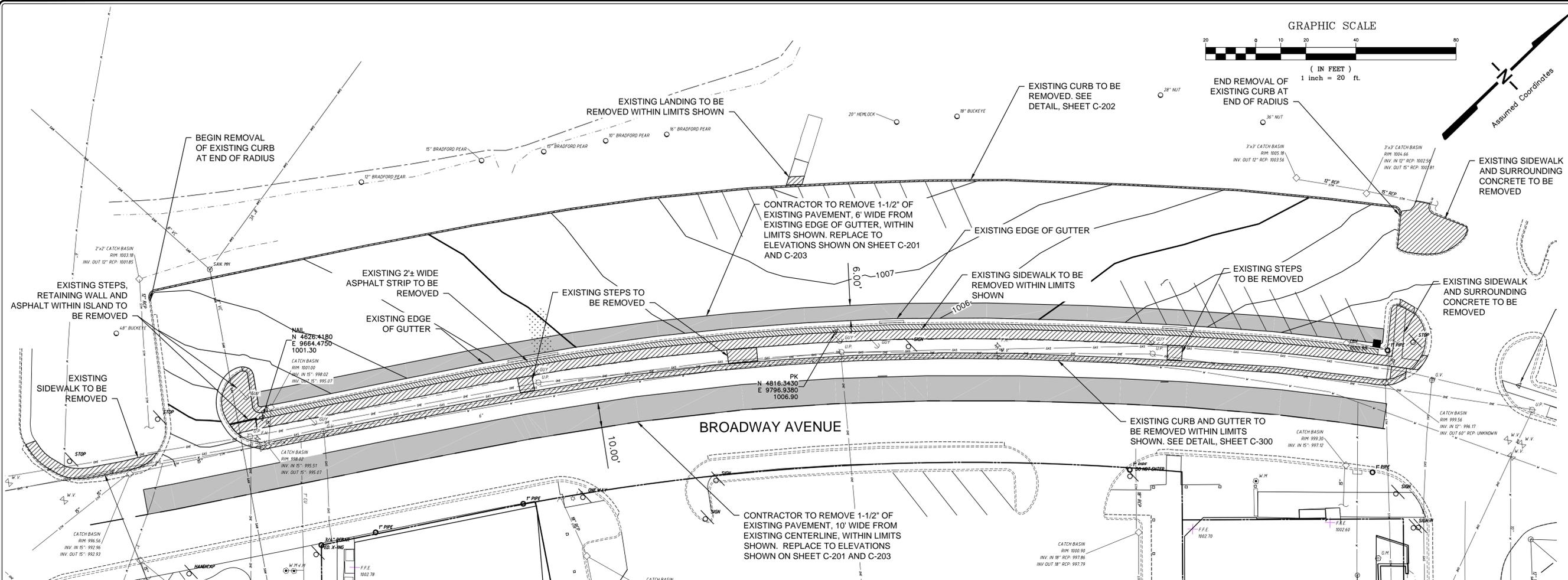
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JOB NO: 51320-12
SCALE: 1"=20'
DATE: SEPTEMBER 2013
FILE NAME: 51320-12_EXISTING_PLAN.DWG
DRAWING TITLE: EXISTING CONDITIONS

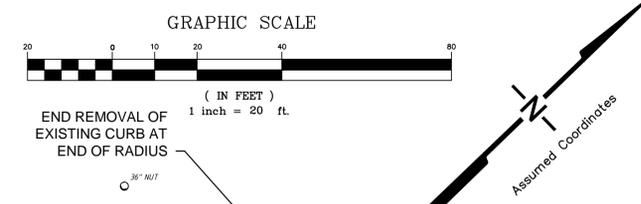
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9/5/2013



BROADWAY AVENUE

DEMOLITION PLAN
SCALE: 1"=20'



NO.	DATE	DESCRIPTION



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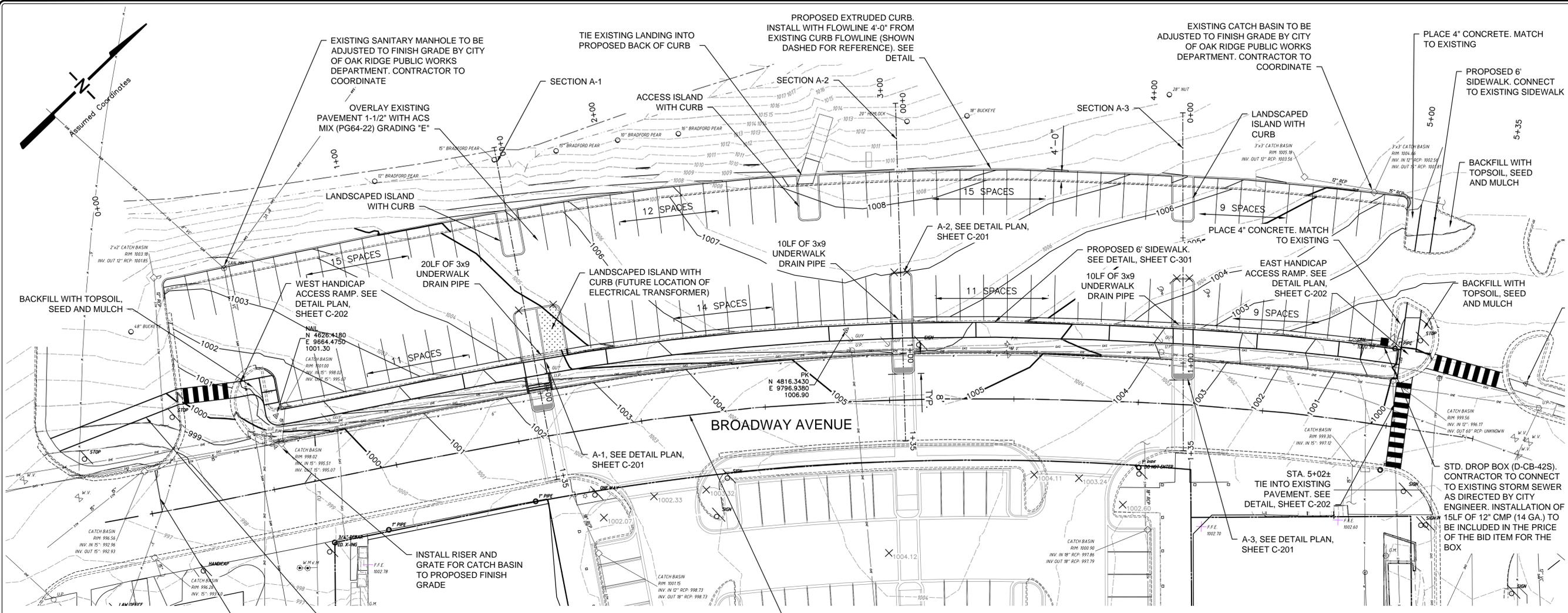
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DATE:	SEPTEMBER 2013
FILE NAME:	51320-12_EXISTING_PLAN.DWG
DRAWING TITLE:	DEMOLITION PLAN

SHEET	DRAWING NO.
5	C-101
10	OF

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9/5/2013



EXISTING ROADWAY TO BE REPAVED WITH GRADING BM-2 FROM EXISTING CENTERLINE TO FACE OF CURB. TIE INTO EXISTING PAVEMENT AT CENTERLINE. PAVEMENT SHALL MAINTAIN A CONSTANT 2% SLOPE. SEE DETAIL, SHEET C-202

NOTE:
SEE SHEET C-300, STD DWG T-M-4 FOR CROSSWALK STRIPING DETAIL. PAID FOR UNDER ITEM 716-02.09 PER LINEAR FOOT

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.

NO.	DATE	DESCRIPTION



JACKSON SQUARE RENOVATION
CITY OF OAK RIDGE, TENNESSEE

V&M
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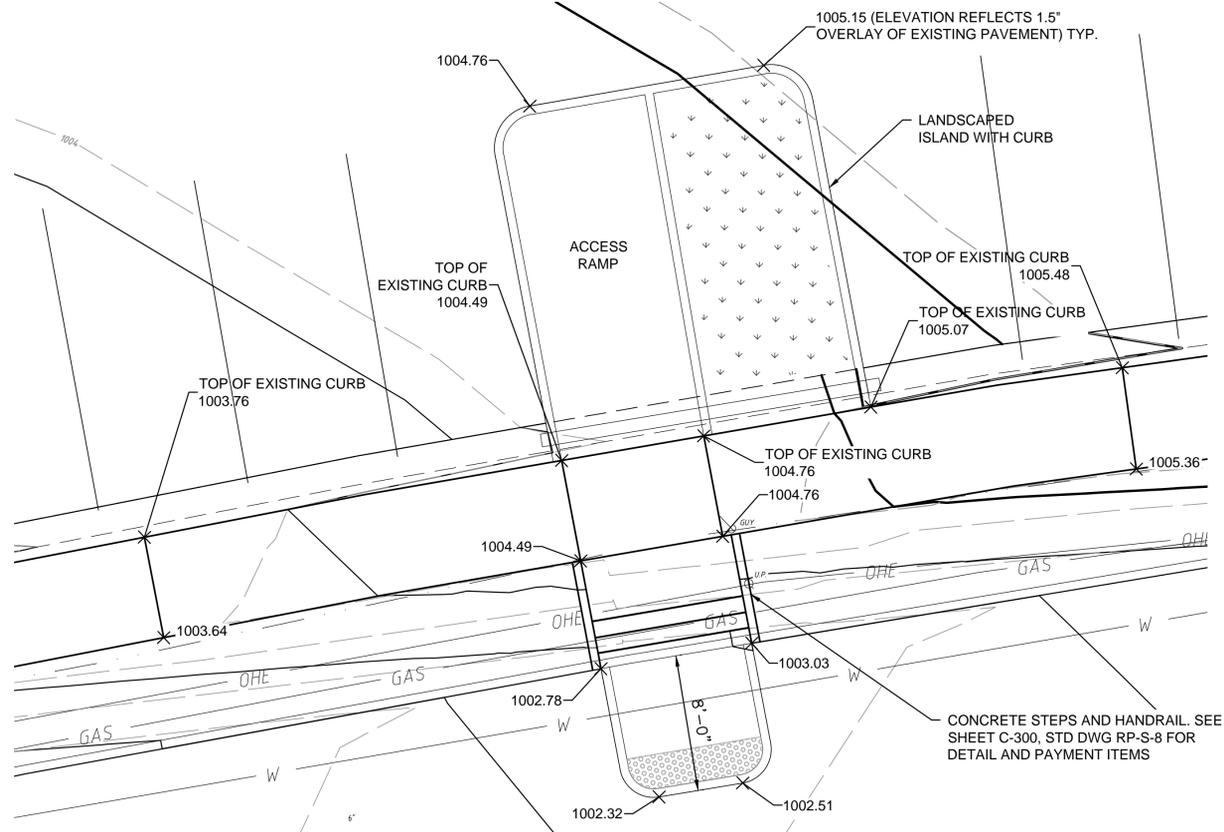
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DRAWN:	KPP
CHECKED:	DLH
JOB NO:	51320-12
SCALE:	AS SHOWN
DATE:	SEPTEMBER 2013
FILE NAME:	51320-12_EXISTING PLAN.DWG
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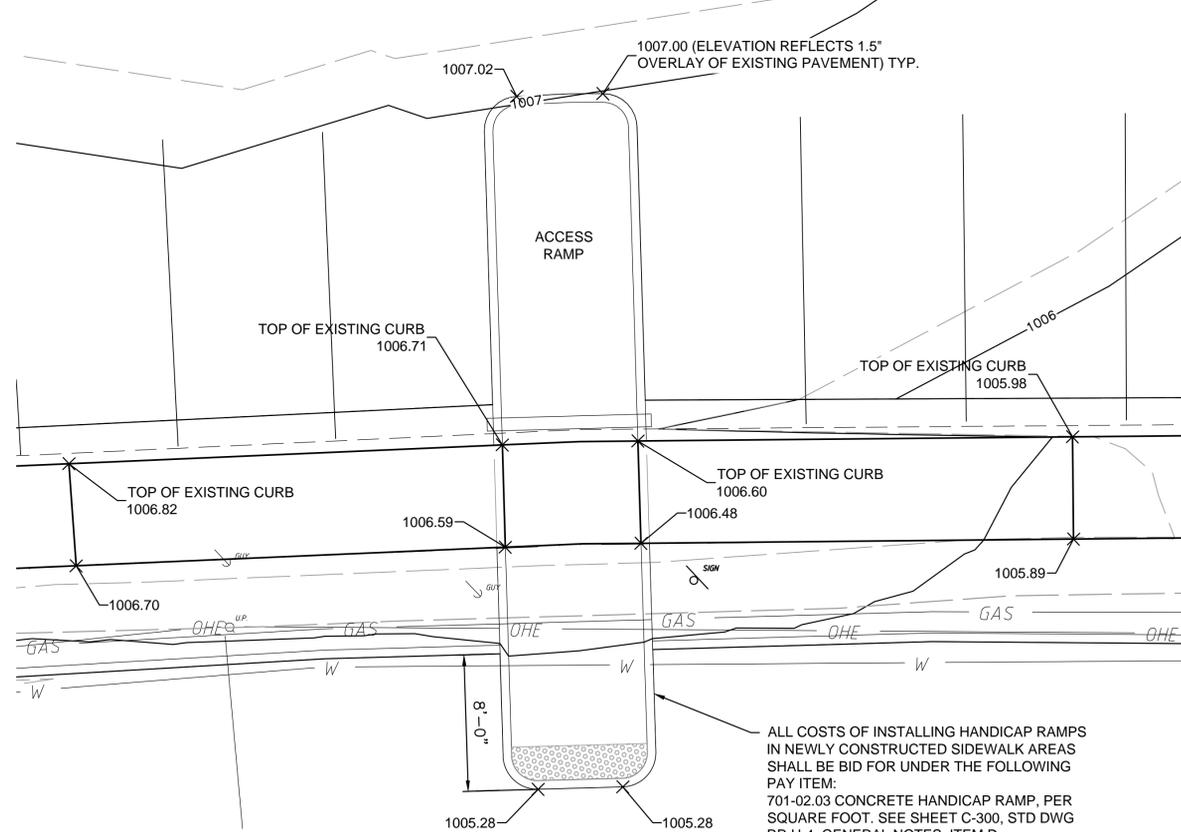
PROPOSED IMPROVEMENTS AND DETAIL PLANS	
SHEET	DRAWING NO.
6 OF	C-200
10	

9/5/2013

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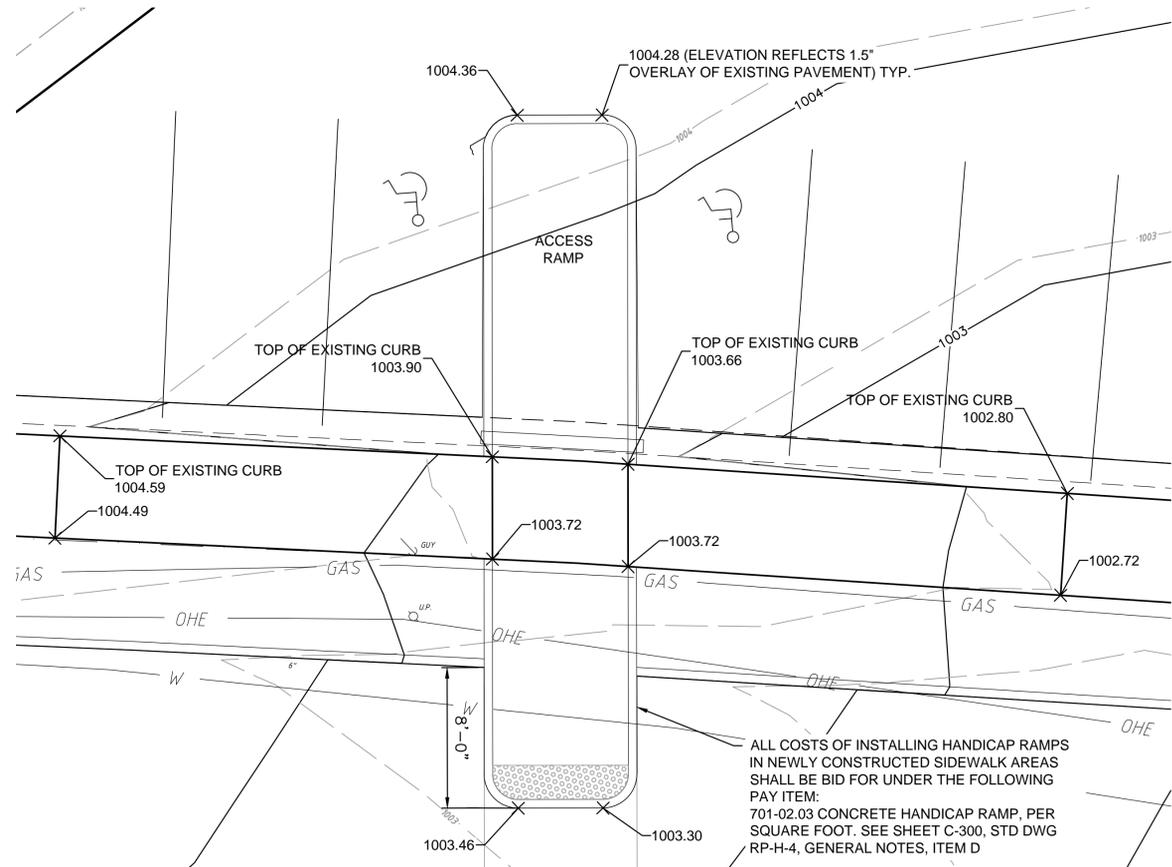


A-1 PLAN
SCALE: 1"=5'

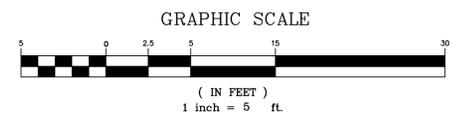
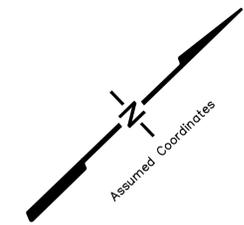


A-2 PLAN
SCALE: 1"=5'

NOTE:
SPOT ELEVATIONS SHOWN AT ENDS OF ACCESS RAMPS ARE 1.5" ABOVE PROPOSED BASE GRADE THIS CONTRACT. CONTRACTOR SHALL INSTALL APPROPRIATE TEMPORARY ACCESS FOR ACCESSIBILITY AS DIRECTED BY CITY ENGINEER. TYPICAL ALL RAMPS TO BROADWAY AVENUE



A-3 PLAN
SCALE: 1"=5'



NO.	DATE	DESCRIPTION



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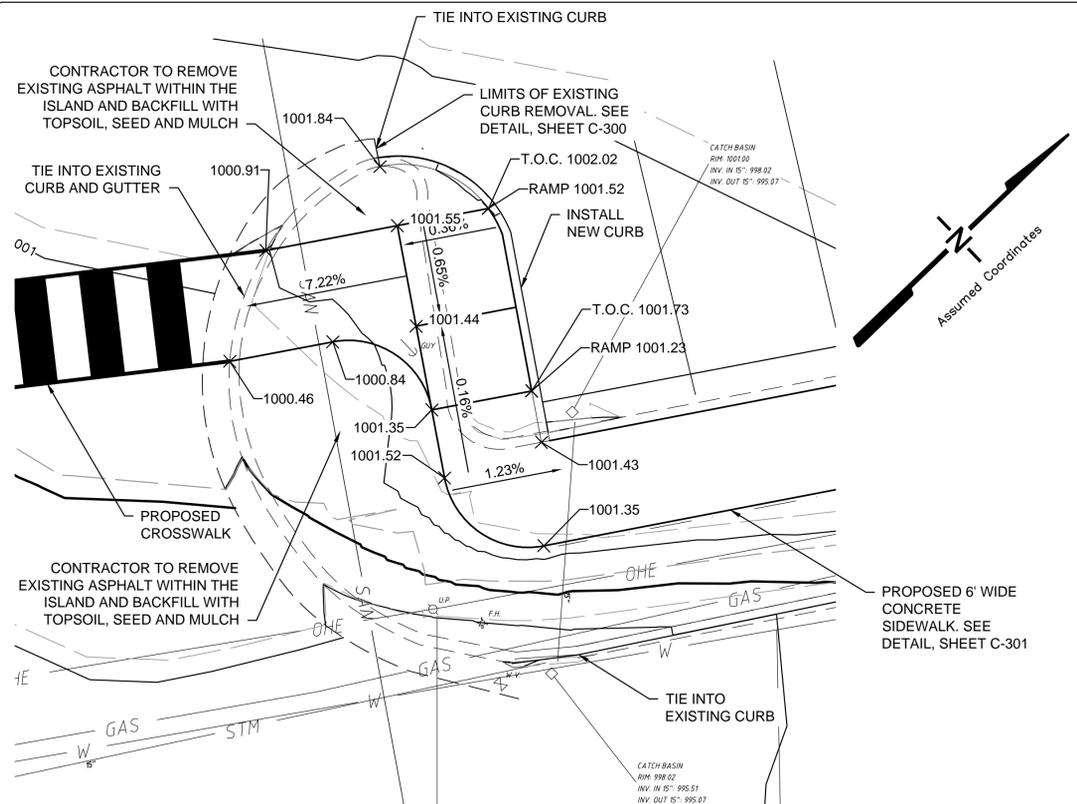
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JOB NO: 51320-12
SCALE: AS SHOWN
DATE: SEPTEMBER 2013
FILE NAME: 51320-12_EXISTING PLAN.DWG
DRAWING TITLE:

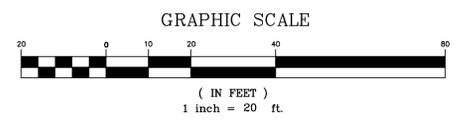
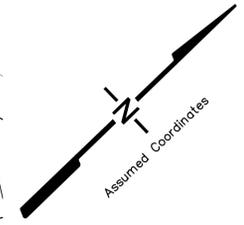
ACCESS DETAIL PLANS	
SHEET 7 OF 10	DRAWING NO: C-201

9/5/2013

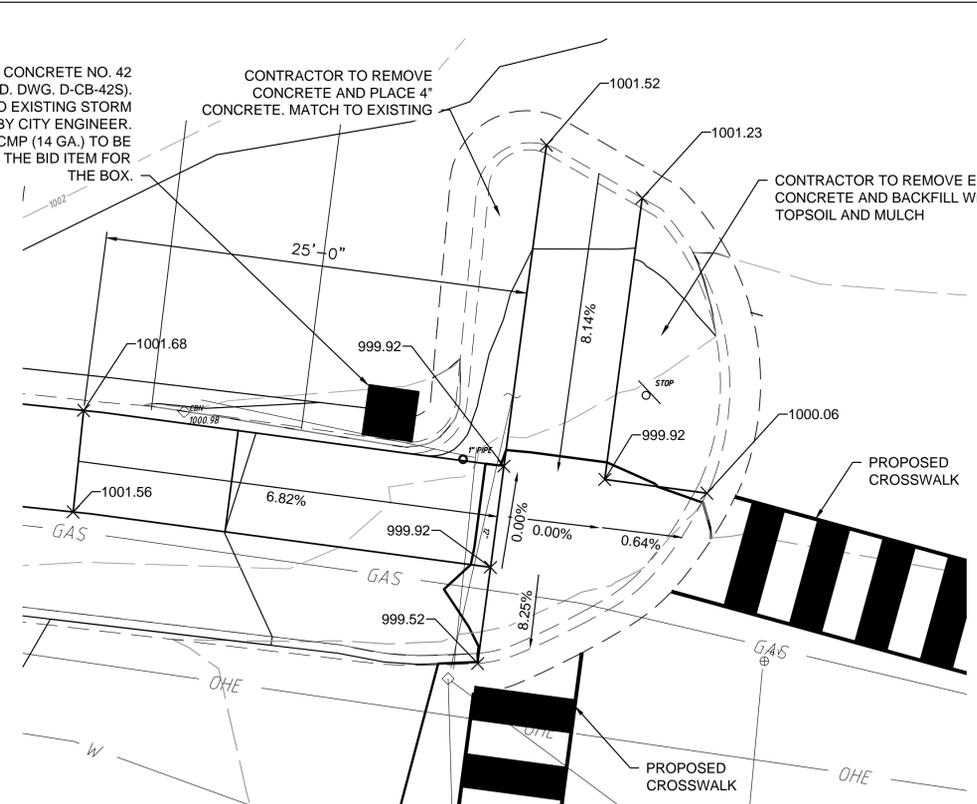
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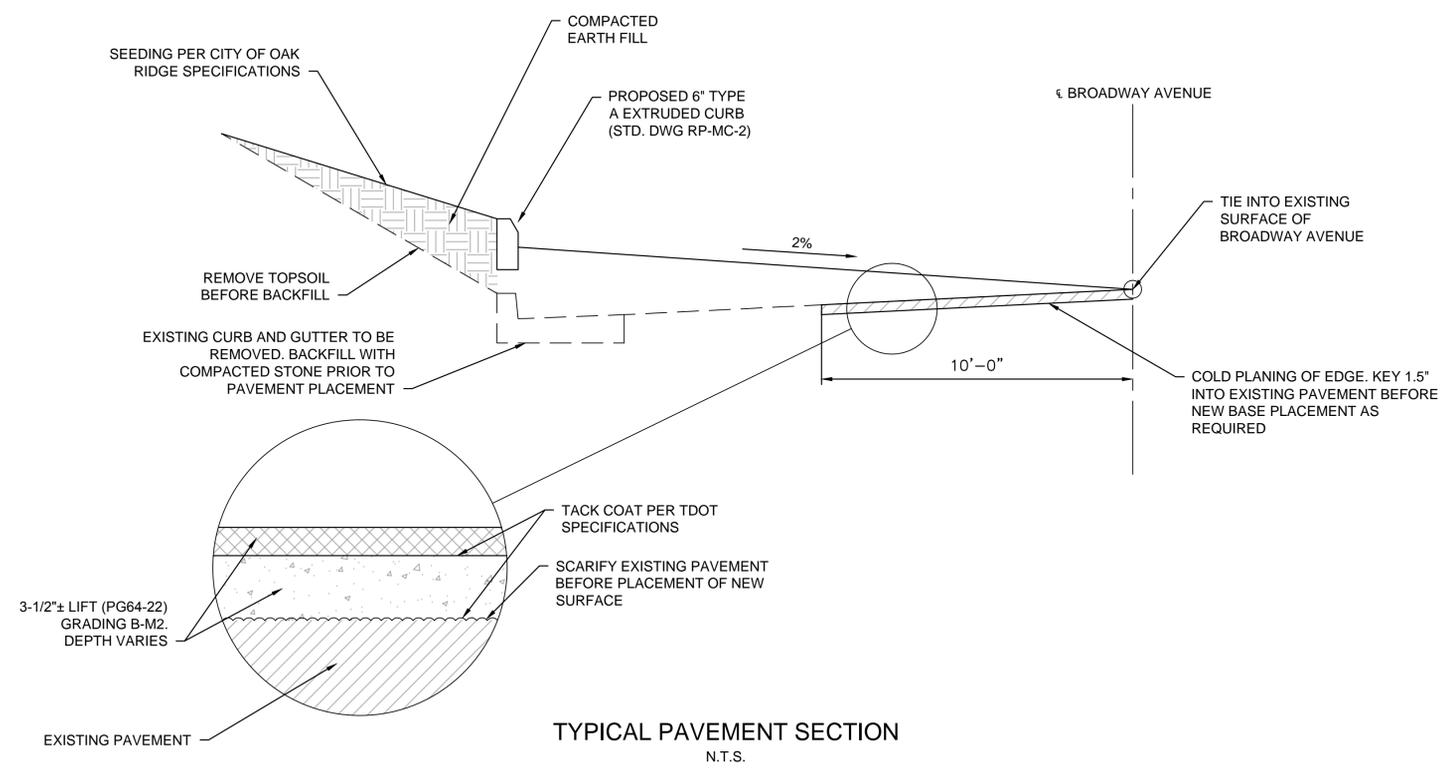
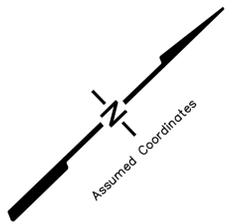
WEST ACCESSIBLE RAMP PLAN
SCALE: 1"=5'



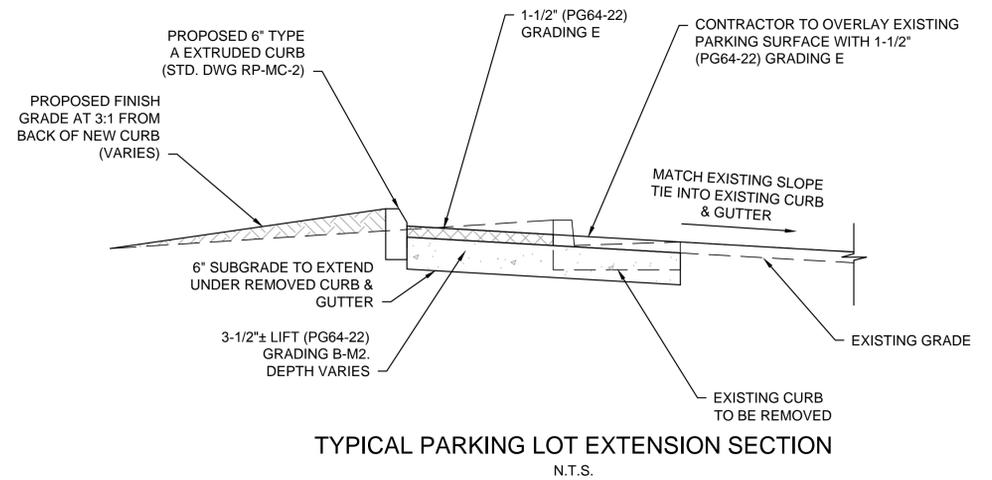
INSTALL 32"x32" SQUARE CONCRETE NO. 42 CATCH BASIN (STD. DWG. D-CB-42S). CONTRACTOR TO CONNECT TO EXISTING STORM SEWER AS DIRECTED BY CITY ENGINEER. INSTALLATION OF 15LF OF 12" CMP (14 GA.) TO BE INCLUDED IN THE PRICE OF THE BID ITEM FOR THE BOX.



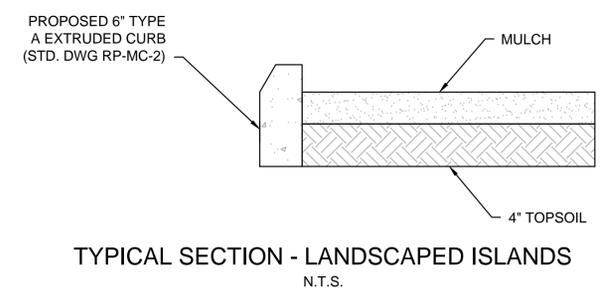
EAST ACCESSIBLE RAMP PLAN
SCALE: 1"=5'



TYPICAL PAVEMENT SECTION
N.T.S.



TYPICAL PARKING LOT EXTENSION SECTION
N.T.S.



TYPICAL SECTION - LANDSCAPED ISLANDS
N.T.S.

NO.	DATE	DESCRIPTION



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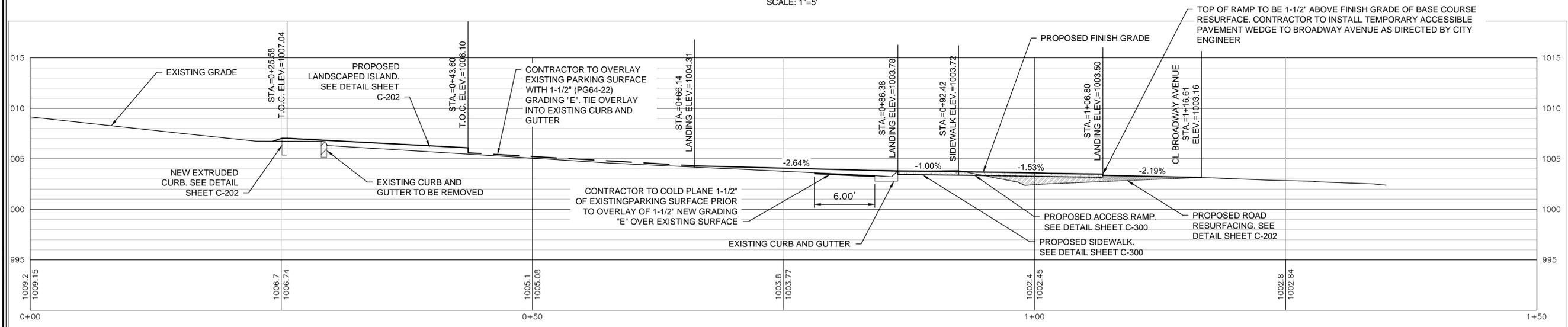
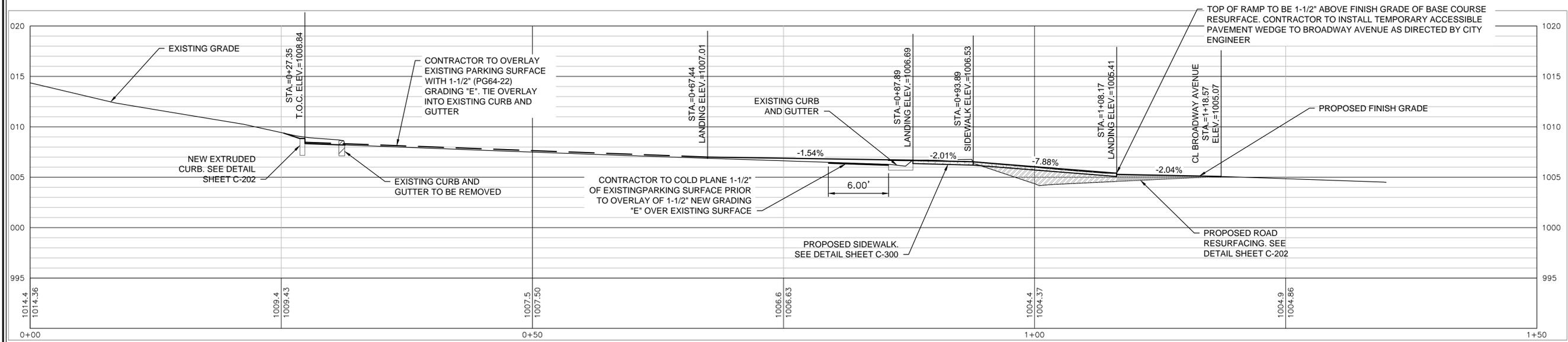
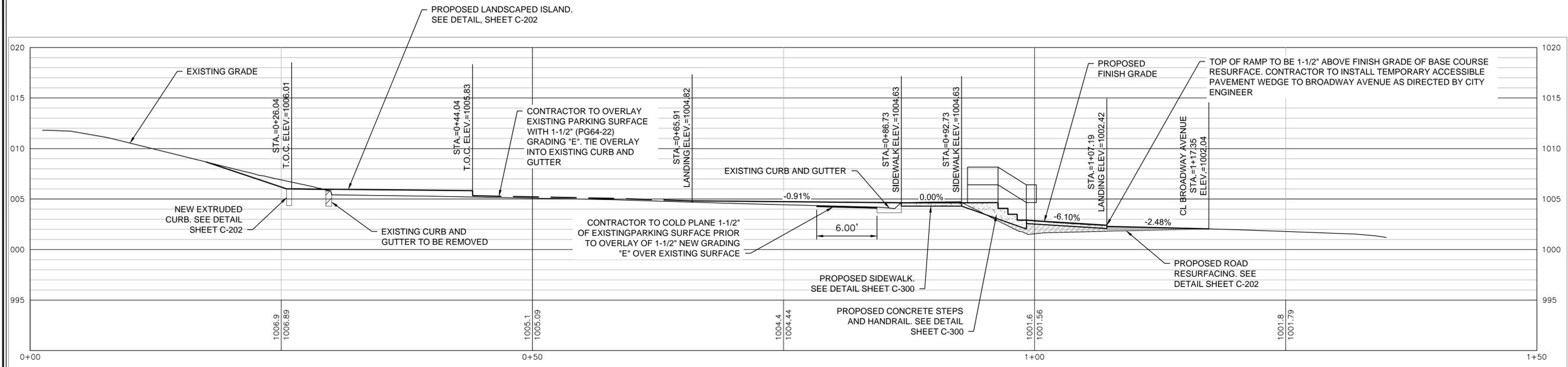
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JOB NO:	51320-12
SCALE:	1"=5'
DATE:	SEPTEMBER 2013
FILE NAME:	51320-12_EXISTING PLAN.DWG
DRAWING TITLE:	

SHEET 8 OF 10	DRAWING NO: C-202
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DRAWN: KPP
CHECKED: DLH
JOB NO: 51320-12
SCALE: 1"=5' H. / 1"=5' V.
DATE: SEPTEMBER 2013
FILE NAME: 51320-12_EXISTING PLAN.DWG
DRAWING TITLE: ACCESS RAMP PROFILES

SHEET 9 OF 10	DRAWING NO: C-203
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LABOR AND MATERIAL BOND

FY2014-51

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

Tom Beehan
(Executive Officer of the Obligee)

as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this Bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damages or compensation recoverable under any worker's compensation or employers' liability statute.

(d) This bond is furnished in compliance with Tennessee Code Annotated Section 12-4-201 et seq.

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

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

Attest: _____

By: _____ (Seal)
Principal

Attest: _____

By: _____ (Seal)

COMPLETION AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

FY2014-51

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., 2013
IN THE PRESENCE OF:

Witness

By _____
Principal (Seal)

Witness

By _____
Surety (Seal)