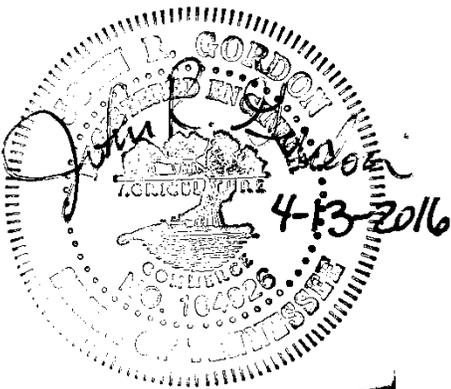


CONTRACT DOCUMENTS AND  
TECHNICAL SPECIFICATIONS FOR THE  
CONSTRUCTION OF

**WHITE OAK PARK  
PARKING LOT**

City of Red Bank, TN  
August 2016



Prepared by

**WISER CONSULTANTS, LLC**

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Project No. 15-04-0202

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**TABLE OF CONTENTS**

TABLE OF CONTENTS ..... 3

ADVERTISEMENT FOR BIDS ..... 4

INSTRUCTIONS TO BIDDERS ..... 5

BIDDER AFFIDAVIT ON COMPLIANCE WITH DRUG-FREE WORKPLACE ACT AND CERTIFICATE ..... 15

NONCOLLUSUION AFFIDAVIT OF PRIME BIDDER ..... 17

NONCOLLUSUION AFFIDAVIT OF SUBCONTRACTOR..... 19

BID FORM..... 21

BID BOND..... 28

PERFORMANCE BOND..... 30

PAYMENT BOND ..... 33

NOTICE TO PROCEED..... 37

SUPPLEMENTARY CONDITIONS ..... 39

**ADVERTISEMENT FOR BIDS**  
CONSTRUCTION OF THE WHITE OAK PARK PARKING LOT

Sealed proposals will be received by the City of Red Bank, City Hall, 3117 Dayton Blvd., Red Bank, TN 37415, until 2:00 p.m., on August 25, 2016, for the Construction of the White Oak Park Parking Lot.

The work includes the following elements:

The construction of an asphalt parking lot, concrete sidewalk, and related construction including signs, striping, wheel stops, etc. at White Oak Park in Red Bank, TN.

Plans, specifications, and contract documents may be examined on the City web site [www.redbanktn.gov](http://www.redbanktn.gov) , or at Wiser Consultants, LLC; or, copies of these plans, specifications, and contract documents may be obtained from City of Red Bank, 3117 Dayton Blvd., Red Bank, TN 37415, upon request.

Each proposal must be accompanied by a certified or cashier's check or bid bond in the minimum amount of five percent (5%) of the contract price for the purpose of guaranteeing the bidder will enter into an acceptable contract. A contract performance and payment bond of one hundred percent (100%) of the contract price will be required.

No bid may be withdrawn for a period of sixty (60) days after bids have been opened.

Bidding shall be in accordance with the Tennessee General Contractor's License Law. Bidders on construction over the amount of twenty-five thousand dollars (\$25,000) must be licensed contractors as required by T.C.A. 62-6-103. Each bidder shall place his/her bid in an envelope showing the **bidder's name, license number, expiration date, and that part of classification applying to the bid** in accordance with T.C.A. 62-6-119. Bids not conforming to this provision shall not be opened or considered.

The City of Red Bank reserves the right to reject any and all bids and to waive technicalities.

CITY OF RED BANK  
RANDALL G. SMITH

**INSTRUCTIONS TO BIDDERS  
TABLE OF CONTENTS**

1ARTICLE 1 - DEFINED TERMS..... 6

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS.....6

ARTICLE 3 - QUALIFICATIONS OF BIDDERS ..... 6

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE .....7

ARTICLE 5 - PRE-BID CONFERENCE ..... 8

ARTICLE 6 - SITE AND OTHER AREAS .....8

ARTICLE 7 - INTERPRETATIONS AND ADDENDA ..... 8

ARTICLE 8 - BID SECURITY .....9

ARTICLE 9 - CONTRACT TIMES ..... 9

ARTICLE 10 - LIQUIDATED DAMAGES ..... 9

ARTICLE 11 - SUBSTITUTE AND “OR-EQUAL” ITEMS .....9

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS ..... 10

ARTICLE 13 - PREPARATION OF BID ..... 10

ARTICLE 14 - BASIS OF BID; EVALUATION OF BIDS..... 11

ARTICLE 15 - SUBMITTAL OF BID ..... 12

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID ..... 12

ARTICLE 17 - OPENING OF BIDS ..... 12

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE..... 12

ARTICLE 19 - AWARD OF CONTRACT..... 12

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE ..... 13

ARTICLE 21 - SIGNING OF AGREEMENT ..... 13

ARTICLE 22 - SALES AND USE TAXES..... 14

ARTICLE 23 - RETAINAGE..... 14

ARTICLE 24 - CONTRACTS TO BE ASSIGNED ..... 14

## ARTICLE 1 - DEFINED TERMS

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- 1.1 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:
- A. *Bidder*--The individual or entity who submits a Bid directly to OWNER.
  - B. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The Issuing Office is the office of the ENGINEER.
  - C. *Successful Bidder*--The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

## ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

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- 2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

## ARTICLE 3 - QUALIFICATIONS OF BIDDERS

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- 3.1 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written information on present commitments and on experience. Regarding experience, submit listing of at least three (3) similar projects constructed by the Bidder in the last five (5) years. The list should include a project name, project owner, and project owner's contact. Qualifications to be submitted after bid submittal prior to award.
- 3.2 Refer to Article 19 of these Instructions to Bidders, paragraphs 19.04 and 19.05, for criteria, which may be applied in evaluation of Bidder as regards award of the Contract.
- 3.3 Refer to paragraph 4.01 of the Bid Form regarding representation as to genuineness of Bid, lack of collusion, and other related matters.

4.1 *Underground Facilities*

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities, including OWNER, or others.

4.2 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 4.06 of the General Conditions.

4.3 On request, OWNER will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.4 Reference is made of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by OWNER or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, OWNER will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.5 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. Property Owners must be contacted prior to the site visit. Owner may supply Bidder with list of property owners affected by improvements.
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
- D. obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction

expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

- E. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
  - F. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
  - G. promptly give ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder; and
  - H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.6 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by ENGINEER are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

#### ARTICLE 5 - PRE-BID CONFERENCE

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- 5.01 **No pre-bid conference will be held for this project.** ENGINEER will transmit to all prospective Bidders of record such Addenda as ENGINEER considers necessary in response to questions. Oral statements may not be relied upon and will not be binding or legally effective.

#### ARTICLE 6 - SITE AND OTHER AREAS

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- 6.01 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Bidding Documents.

#### ARTICLE 7 - INTERPRETATIONS AND ADDENDA

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- 7.1 All questions about the meaning or intent of the Bidding Documents are to be submitted to ENGINEER in writing. Interpretations or clarifications considered necessary by ENGINEER in

response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 7.2 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

#### ARTICLE 8 - BID SECURITY

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- 8.1 A Bid must be accompanied by Bid security made payable to OWNER in an amount of [5] % of Bidder's maximum Bid price and in the form of a certified or cashier's check or a Bid Bond [on the form attached] issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the General Conditions.
- 8.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.3 Bid security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

#### ARTICLE 9 - CONTRACT TIMES

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- 9.01 The number of days within which, or the dates by which, the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth in the Agreement.

#### ARTICLE 10 - LIQUIDATED DAMAGES

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- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

#### ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

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- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items.

Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in the General Conditions and may be supplemented in the General Requirements.

## ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

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- 12.1 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to OWNER in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to OWNER a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by OWNER. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, OWNER may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, [in which case apparent Successful Bidder shall submit an acceptable substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and OWNER may consider such price adjustment in evaluating Bids and making the contract award.
- 12.2 If apparent Successful Bidder declines to make any such substitution, OWNER may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which OWNER or ENGINEER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.
- 12.3 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.

## ARTICLE 13 - PREPARATION OF BID

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- 13.1 The Bid form is included with the Bidding Documents. Additional copies may be obtained from ENGINEER.
- 13.2 All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein, or the words “No Bid,” “No Change,” or “Not Applicable” entered.

- 13.3 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 13.4 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- 13.5 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
- 13.6 A Bid by an individual shall show the Bidder's name and official address.
- 13.7 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.
- 13.8 All names shall be typed or printed in ink below the signatures.
- 13.9 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.
- 13.10 The address and telephone number for communications regarding the Bid shall be shown.

#### ARTICLE 14 - BASIS OF BID; EVALUATION OF BIDS

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##### 14.1 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
  - B. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 of the General Conditions.
  - C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 14.2 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in paragraph 11.02 of the General Conditions.

ARTICLE 15 - SUBMITTAL OF BID

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- 15.1 Each prospective Bidder is furnished one copy of the Bidding Documents. A copy of the Bid Form contained within the Bid Documents **or** the entire Bid Document booklet must be completed and submitted with the Bid security and the following data:
- A. **Bidder Affidavit on Compliance with Drug-free Workplace Act and Certificate**
  - B. **Executed Noncollusion Affidavit of Prime Bidder**
- 15.2 The CONTRACTOR’S Name, CONTRACTOR’S license number, CONTRACTOR’S license expiration date shall be clearly identified on the outside of the envelope that contains the Bid Form and Bid Security.
- 15.3 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the **Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation “BID ENCLOSED.”** A mailed Bid shall be addressed to **City of Red Bank, 3117 Dayton Blvd., Red Bank, TN 37415, Attention Tim Thornbury.**

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

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- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

ARTICLE 17 - OPENING OF BIDS

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- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid form, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 - AWARD OF CONTRACT

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- 19.1 OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. OWNER may also reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.2 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.3 In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.4 In evaluating Bidders, OWNER will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.5 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- 19.6 If the Contract is to be awarded, OWNER will award the Contract to the Bidder whose Bid is in the best interests of the Project.

## ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

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- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNER's requirements as to performance and payment Bonds and insurance. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by such Bonds.

## ARTICLE 21 - SIGNING OF AGREEMENT

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- 21.01 When OWNER gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER. Within ten days thereafter, OWNER shall

deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

#### ARTICLE 22 - SALES AND USE TAXES

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22.01 If owner were to supply material or equipment, OWNER is exempt from state sales and use taxes on materials and equipment to be incorporated in the Work.

#### ARTICLE 23 - RETAINAGE

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23.01 Provisions concerning CONTRACTOR's rights to deposit securities in lieu of retainage are set forth in the Agreement.

#### ARTICLE 24 - CONTRACTS TO BE ASSIGNED

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24.01 OWNER has not executed contracts for materials and equipment to be furnished and delivered to the Site for installation by CONTRACTOR.

**BIDDER AFFIDAVIT ON COMPLIANCE WITH DRUG-FREE WORKPLACE ACT AND CERTIFICATE**

Bidder, after being first duly sworn, affirms that it has a Drug-Free Workplace Program that complies with Tennessee Code Annotated, Title 50, Chapter 9, in effect at the time of submission of its bid, at least to the extent required of governmental entities. Bidder affirms that:

1. it has received a Certificate of Compliance with the applicable proportions of the Drug-Free Workplace Act from the Department of Labor and Workforce Development and has attached a copy of such certificate to this Affidavit; or,
2. it operates a drug and alcohol testing program at least as stringent as the City of Red Bank's drug and alcohol testing program and shall, upon request, provide documentation of such program to the City.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Printed Name and Title of Principal Officer

\_\_\_\_\_  
Signature by Principal Officer

Sworn to and subscribed before me a Notary Public for the above state and county, on

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

Pursuant to T.C.A. §50-9-113, a Bidder must have a Drug-Free Workplace Program that complies with Tennessee Code Annotated, Title 50, Chapter 9 in effect at the time of submission of its bid, at least to the extent required of governmental entities.

The City of Red Bank has a Drug-Free Workplace Program certified by the Tennessee Department of Labor and Workforce Development pursuant to Title 50, Chapter 9. The City of Red Bank Drug-Free Workplace Program provides for the random testing, reasonable suspicion testing, pre-employment testing, promotion or transfer testing, post-accident testing, return-to-duty testing, and follow-up testing of all employees classified as safety sensitive or as CDL employees for alcohol and/or drugs.

A bidder for construction services is required to submit an Affidavit as part of its bid that attests that such bidder operates a Drug-Free Workplace Program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City of Red Bank.

Bidder may satisfy this requirement by attaching a copy of a Certificate of Compliance with the applicable provisions of the Drug-Free Workplace Act from the Department of Labor and Workforce Development to the City to the required Affidavit.

Pursuant to T.C.A. §50-9-114(d), unless suit is filed in Chancery Court, bidders shall have seven (7) calendar days to contest a contract entered into by contractors subject to the provisions of this section. Bidders who do not contest such contracts within seven (7) calendar days by filing suit in Chancery Court waive any right to challenge such contract for violating the provisions of T.C.A. §50-9-113 and T.C.A. §50-9-114. Such suits shall be brought in the Chancery Court for Hamilton County.

**NONCOLLUSUION AFFIDAVIT OF PRIME BIDDER**

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

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He is \_\_\_\_\_ of \_\_\_\_\_, the Bidder who has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all the pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest , including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly , sought by agreement or collusion or communication or conference with any other Bidder, firm, or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid prices of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner or any person interested in the Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

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

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

Subscribed and sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My Commission Expires \_\_\_\_\_, 20\_\_\_\_.

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**NONCOLLUSUION AFFIDAVIT OF SUBCONTRACTOR**

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

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He is \_\_\_\_\_ of  
(owner, partner, officer, representative, or agent)  
\_\_\_\_\_, hereinafter  
Referred to as the "Subcontractor";

(2) He is fully informed respecting the preparation and contents of the Subcontractor's  
Proposal submitted by the Subcontractor to \_\_\_\_\_  
\_\_\_\_\_, the Contractor for certain work in connection with the  
\_\_\_\_\_ Contract pertaining to the \_\_\_\_\_  
Project in \_\_\_\_\_.

(3) Such Subcontractor's Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the Subcontractor nor any of its officers, partners, owners, agents,  
representatives, employees, or parties in interest, agreed, directly or indirectly, with any  
other Bidder, firm, or person to submit a collusive or sham Proposal in connection with  
such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement  
or connivance with any other Bidder, firm or person to fix the price or prices in said  
Subcontractor's Proposal, or to secure through any collusion, conspiracy, connivance, or is  
unlawful agreement any advantage against the City or any person interested in the  
proposed Contract; and

(5) The price or prices quoted in the Subcontractor's Proposals are fair and proper and are not  
tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the  
Bidder or any of its agents, representatives, owners, employees, or parties in interest,  
including this affiant.

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

Subscribed and sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

My Commission Expires \_\_\_\_\_, 20\_\_\_\_\_.

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**BID FORM**

**PROJECT IDENTIFICATION: CITY OF RED BANK, TENNESSEE  
WHITE OAK PARK PARKING LOT**

**THIS BID IS SUBMITTED TO: CITY OF RED BANK, TENNESSEE**

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_.

Contractor \_\_\_\_\_.

State Contractor License No. \_\_\_\_\_.

**1.01** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**2.01** Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

**3.1** In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, if any, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which

has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
  - F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
  - G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
  - H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
  - I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
  - J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.01** Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- 5.01** Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**(This space intentionally left blank.)**

**BID SCHEDULE: CITY OF RED BANK, WHITE OAK PARK PARKING LOT***Base Bid Estimated Quantities and Bid Prices*

Printed Name of Bidder:

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	AMOUNT
1	CONSTRUCTION STAKES, LINES AND GRADES	LS	1		
2	CLEARING AND GRUBBING	LS	1		
3	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	240		
4	FURNISHING AND SPREADING TOPSOIL (3" THICK)	C.Y.	54		
6	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	510		
8	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	2		
10	ACS MIX (PG64-22) GRADING D (2")	TON	114		
11	MACHINED RIP-RAP (CLASS A-3)	TON	39		
12	CONCRETE SIDEWALK (4")	S.F.	60		
13	"U" SECTION STEEL POSTS	LB.	53		
14	FLAT SHEET ALUMINUM SIGNS (0.080" Thick)	S.F.	4		
15	WHEEL STOP (WITH ANCHORS, INSTALLED)	EA	27		
16	PAINTED PAVEMENT MARKING (4" PARKING LINE)	L.F.	522		
17	PAINTED PAVEMENT MARKING (HANDICAP SYMBOL)	EA	2		
18	MOBILIZATION	LS	1		
19	GEOTEXTILE (TYPE III) (EROSION CONTROL)	S.Y.	67		
20	GEOTEXTILE (TYPE IV) (STABILIZATION)	S.Y.	1129		
21	SEEDING (WITH MULCH)	UNIT	7.2		
22	GRADING PERMIT	EA	1		
23	HIGH VISIBILITY CONSTRUCTION FENCE	L.F.	180		
<b>TOTAL BID PRICE</b>					

TOTAL BID PRICE (WRITTEN)

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Footnotes for Item No.:

- 2: Assume 3" depth of topsoil removal
- 3: Includes 160 CY cut and 80 CY fill. Excess cut may be wasted onsite in slopes
- 4: Topsoil from clearing and grubbing may be reused if acceptable to City
- 11: Class A-3 rip-rap for Temporary Construction Exit (TCE)
- 13 & 14: To be used for Handicap Signs (R7-8 & R7-8A)
- 17: Includes symbols and crosshatch striping in unloading zone
- 19: Geotextile (Type III) for Temporary Construction Exit (TCE)
- 20: Geotextile (Type IV) for under pavement and sidewalk
- 21: 1 unit = 1000 SF for seeding
- 22: Includes Contractor's permits for City of Red Bank

Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

- 6.1 Bidder agrees that the Work will be substantially complete within **30** calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within **45** calendar days after the date when the Contract Times commence to run.
  
- 6.2 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.
  
- 7.1 The following documents are attached to and made a condition of this Bid:
  - A. **Required Bid security in the form of Bid Bond or certified or cashier's check;**
  - B. **Executed Bidder Affidavit on Compliance with Drug-free Workplace Act and Certificate;**
  - C. **Executed Noncollusion Affidavit of Prime Bidder.**
  
- 8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

If Bidder

is: An

Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

*(Individual's signature)*

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of general partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

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

(CORPORATE SEAL)

Attest \_\_\_\_\_  
*(Signature of Corporate Secretary)*

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Date of Qualification to do business is \_\_\_\_\_.

A Joint Venture

Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of joint venture partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

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

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Joint Venturer Name: \_\_\_\_\_(SEAL)

By: \_\_\_\_\_  
*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_ Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Phone and FAX Number, and Address for receipt of official communications:

\_\_\_\_\_

\_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**BID BOND**

**BIDDER** (Name and Address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SURETY** (Name and Address of Principal Place of Business):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OWNER** (Name and Address):

\_\_\_\_\_  
CITY OF RED BANK  
\_\_\_\_\_  
3117 Dayton Blvd.  
\_\_\_\_\_  
Red Bank, TN 37415  
\_\_\_\_\_

**BID**

BID DUE DATE: \_\_\_\_\_ **May 5<sup>th</sup>, 2016 at 2:00pm** \_\_\_\_\_

PROJECT (Brief Description Including Location):

The construction of an asphalt parking lot, concrete sidewalk, and related construction including signs, striping, wheel stops, etc. at White Oak Park in Red Bank, TN.

**BOND**

BOND NUMBER: \_\_\_\_\_

DATE (Not later than Bid due date): \_\_\_\_\_

PENAL SUM: (Words) \_\_\_\_\_

(Figures): \_\_\_\_\_

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

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

Bidder's Name and Corporate Seal

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

Surety's Name and Corporate Seal

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

Signature and Title

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

Signature and Title  
(Attach Power of Attorney)

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

Signature and Title

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

Signature and Title

- Note: (1) Above addresses are to be used for giving required notice.  
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

3.2. All Bids are rejected by OWNER, or

3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

**PERFORMANCE BOND**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CITY OF RED BANK  
3117 Dayton Blvd.  
Red Bank, TN 37415

**CONTRACT**

Date:  
Amount:  
Description (Name and Location):

The construction of an asphalt parking lot, concrete sidewalk, and related construction including signs, striping, wheel stops, etc. at White Oak Park in Red Bank, TN.

**BOND**

Date (Not earlier than Contract Date):  
Amount:  
Modifications to this Bond Form: NONE

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

SURETY

Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

Signature: \_\_\_\_\_  
Name and Title:  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

SURETY

Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

Signature: \_\_\_\_\_  
Name and Title:

EJCDC No. 1910-28-A (1996 Edition)  
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the

Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY—Name, Address and Telephone)  
AGENT or BROKER: OWNER'S REPRESENTATIVE (Engineer or other party):

**PAYMENT BOND**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

City of Red Bank  
3117 Dayton Blvd.  
Red Bank, TN 37415

**CONTRACT**

Date:

Amount:

Description (Name and Location):

The construction of an asphalt parking lot, concrete sidewalk, and related construction including signs, striping, wheel stops, etc. at White Oak Park in Red Bank, TN.

**BOND**

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form: NONE

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

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

Name and Title:

SURETY

Company: (Corp. Seal)

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

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

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

Name and Title:

SURETY

Company: (Corp. Seal)

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

Name and Title:

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials

were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this

Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY--Name, Address and Telephone)

AGENCY or BROKER: OWNER'S REPRESENTATIVE (Engineer or other party):

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**NOTICE TO PROCEED**

**DRAFT**

DATE: TBD

TO: CONTRACTOR

FROM: City of Red Bank  
City Hall  
3117 Dayton Blvd.  
Red Bank, TN 37415

PROJECT: White Oak Park Parking Lot

The construction of an asphalt parking lot, concrete sidewalk, and related construction including signs, striping, wheel stops, etc. at White Oak Park in Red Bank, TN.

You are hereby notified to commence WORK in accordance with the Agreement dated the \_\_\_\_\_ on or before \_\_\_\_\_. Contractor agrees that the Work will be substantially complete within 30 calendar days, and completed and ready for final payment in within 45 calendar days. The date of substantial completion is therefore \_\_\_\_\_ and the date of completion of all WORK is therefore \_\_\_\_\_.

Owner: City of Red Bank, TN

By: \_\_\_\_\_  
Tim Thornbury, Public Works Director

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## SUPPLEMENTARY CONDITIONS

### 1. **Project Description.**

- A. The construction of an asphalt parking lot, concrete sidewalk, and related construction including signs, striping, wheel stops, etc. at White Oak Park in Red Bank, TN.
- B. The work shall consist of furnishing all materials, supplies, and equipment; performing all labor and services incidental to, or necessary for, the complete construction of the project in accordance with the plans and specifications; and the maintenance of each completed portion of the work until final acceptance of the entire project by the Owner.

### 2. **Project Construction.** The project will be constructed under a “unit price” contract.

### 3. **Contractor's or Subcontractor's Insurance.** The Contractor shall not commence work under this contract until he has obtained all the insurance required by the City and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved.

- i. The following shall be included as additional insured parties on CONTRACTOR'S liability policies:
  - a. City of Red Bank, TN – OWNER
  - b. Wisner Consultants, LLC – ENGINEER

### 4. **Contract Plans.**

The work shall be performed in accordance with the specifications and contract plans, which are incorporated herein, as being included in the unit price contract or contracts.

### 5. **Utility Service.**

The Contractor shall provide and maintain at his own expense any water, electric, or other utility service used in the construction of the work.

### 6. **List of Proposed Subcontractors** – The CONTRACTOR shall submit a list of proposed subcontractors within five days after Bid opening. The items of work shall consist of, but not be limited to:

Clearing/Excavating/Earth moving  
Paving/Pavement  
Erosion Control

### 7. **Coordination with Other Contractors.** It shall be the responsibility of the Contractor to coordinate other contractors working in the area, and any construction activities whereby access must be provided to the proposed construction.

- A. Should CONTRACTOR cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of the CONTRACTOR'S performance of the Work at the Site be made by any separate contractor against CONTRACTOR, OWNER, ENGINEER, ENGINEER'S Consultants, or the construction coordinator, CONTRACTOR shall promptly

attempt to settle with such separate contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.

B. CONTRACTOR shall to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, ENGINEER, or ENGINEER's consultants, and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees, and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequently out of any action, legal or equitable, brought by an separate contractor against OWNER, ENGINEER, ENGINEER's Consultants, or the extent said claim is based on or arises out of the CONTRACTOR's performance of the Work. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of work by any Contractor at the Site give rise to any other Claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, or ENGINEER's Consultants, or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on to recover damages from OWNER, ENGINEER or ENGINEER's Consultants on account of any such damage or Claim.

C. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor, and OWNER and CONTRACTOR are unable to agree to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR, may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be CONTRACTOR's exclusive remedy with respect to OWNER, ENGINEER, or ENGINEER's Consultants, for any delay, disruption, interference, or hindrance caused by any separate contractor. This paragraph does not prevent recovery from OWNER, ENGINEER, or ENGINEER's Consultant, for activities that are their respective responsibilities.

## **8. Dispute Resolution**

A. In the event a dispute arises between OWNER and CONTRACTOR relating to any obligation undertaken in this agreement, they agree to utilize the following procedure to resolve any such dispute.

B. OWNER and CONTRACTOR will attempt to resolve all disputes by first engaging in good faith negotiations between them as soon as possible after the dispute arises.

## **9. Mediation.**

If negotiations are not successful, OWNER and CONTRACTOR will submit their dispute to a mutually acceptable mediator for non-binding mediation.

**10. Legal Process**

A. If mediation is not successful, OWNER and CONTRACTOR will seek a resolution of their dispute through the normal legal process in a court of competent jurisdiction in Hamilton County, Tennessee.

B. If a dispute is resolved through legal process, the prevailing party shall be entitled to recover from the other all court costs.

**11. Authority of Engineer.**

Wiser Consultants is not to be construed as the author of these specifications and as a consequence cannot act as an agent of the City of Red Bank with respect to these specifications. In no way shall Wiser Consultants override, control, or alter the City of Red Bank Specifications without written authorization by the City of Red Bank. Where used elsewhere in these bid/contract documents, the term "Engineer" shall refer to Wiser Consultants, LLC. OWNER may enter into a contract with ENGINEER for the ENGINEER to conduct Construction Management Services beyond the services provided for in Article 9 of the General Conditions. Contractor shall acknowledge Engineer Responsibilities as defined by OWNER.

**12. Contractor's Project Manager.**

A project manager will be required for this project. The project manager will be required to deal with all owner concerns and will be responsible for defining a schedule for the project, subject to Owner approval.

**13. Project Identification Sign**

**Signage will be posted regarding the project with the following information:**

CONTRACTOR NAME, ADDRESS AND PHONE NUMBER

CONTRACTOR REPRESENTATIVE

OWNER NAME

ENGINEER NAME

CONTRACT START DATE

CONTRACT COMPLETION DATE

- A. The Contractor shall provide a project identification sign, the sign being 11 x 17 and laminated.
- B. Sign should be erected near the work area.
- C. Draft copy to be furnished to the Owner's Representative after contract award
- D. Sign to be approved by the City prior to construction.

**14. Authority of Inspectors.**

The inspectors employed by and working under the direction of the Engineer or the Owner shall have full authority to reject any defective material or workmanship. Inspectors will not be authorized to revoke, alter, enlarge, or relax the provisions of the plans and specifications, or to issue any instructions contrary thereto.

**15. Use of a Portion of the Work.**

Whenever in the opinion of the Engineer any portion of the work is in suitable condition, it

may be put into use upon written order of the Engineer. Such usage shall not be held to be in any way an acceptance of the work or any part thereof as a waiver of any of the provisions of these specifications or contract. Pending final completion and acceptance of the work, all necessary repairs and renewals of any section of the work so put into use which are due to defective material or workmanship, or to natural causes other than ordinary wear and tear, or to the operation of the Contractor shall be performed by and at the expense of the Contractor.

- 16. Pre-Construction Meeting.** After the project is awarded, a pre-construction meeting will be held by the Engineer with representatives of the Owner and the CONTRACTOR (and subcontractors at the discretion of the Contractor). At this time, the CONTRACTOR shall submit to the ENGINEER for approval a schedule of the sequence of construction activities and the expected dates of commencement and completion for each major item of work.

**17. Field Engineering and Quality Assurance.**

It shall be the responsibility of the City of Red Bank to provide a Quality Assurance Contractor (QAC) for quality assurance including materials testing. Quality assurance is defined as the sampling and testing required by the technical specifications to meet the minimum requirements of the City of Red Bank. The Contractor is required to maintain quality control of the project. Quality control is defined as the Contractor's program for meeting all of the criteria listed within this document for all facets of the construction. Quality control remains the responsibility of the Contractor.

**18. Excavation.**

- A. All types and classes of excavation shall be classified as common excavation. No separate payment will be made for any rock excavation encountered.
- B. Where excavated material does not meet the requirements of the Technical Specifications for "backfill material," it shall be removed from the site and replaced with suitable material. No separate payment shall be made to the Contractor for this work.
- C. No sub-surface investigation has been performed along the roadway corridor and is provided as a supplement to these technical specifications.

**19. Grassing and Planting.**

The Contractor shall be responsible for ground cover on disturbed areas. All areas of vegetation which are scarified or disturbed by any mechanism during the construction activities will require grassing and planting to provide vegetative cover. Any area that fails to develop a successful stand following seeding will be re-seeded at the Contractor's expense for a period of one year after placement.

**20. Liquidated Damages and Other Consequences for failure.**

CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 of the General Conditions, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by

OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$ 250\_ for each day that expires after the time specified in paragraph 4.02 of the General Conditions for Substantial Completion up to 15 days past contract expiration. After 15 days, CONTRACTOR shall pay OWNER \$ 250\_ for each day past until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$ \_\_250\_ for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

CONTRACTOR shall have 24 hours to notify OWNER if CONTRACTOR fails to complete work associated with milestones listed in Section 4.02 of the General Conditions. OWNER may CONTRACTORS bonding company within 72 hours of CONTRACTORS inability to justify delays related to reaching milestone dates.

Payment Applications, submitted by CONTRACTOR, shall not be processed by ENGINEER until work associated with milestones is substantially complete.

CONTRACTOR shall pay OWNER for cost related to additional project management if CONTRACTOR fails to meet milestones as listed in Section 4.02 of the General Conditions.

Failure of CONTRACTOR to meet milestones listed in Section 4.02 of the General Conditions will jeopardize future work for the City of Red Bank and delays resulting from CONTRACTOR performance will be reported to the Red Bank, TN City Council.

**21. Permit Compliance.**

The contractor will obtain permits as required from the City of Red Bank. This project is less than one acre, therefore an NPDES permit for construction stormwater is not required. The Contractor is responsible for installing, maintaining, and inspecting erosion and sediment control devices.

**22. Hours of operation.**

The CONTRACTOR is disallowed from conducting operations between the hours of 8:00 p.m. and 7:00 a.m. Notwithstanding the foregoing, nothing in this supplementary condition shall prohibit construction work or operation of construction equipment during periods of natural disaster, storms which necessitate emergency home repairs or removal of trees, emergency utility repairs, etc.

**23. Non-collusion Affidavit of Prime Bidder.**

The Prime Bidder shall supply with his bid the executed non-collusion affidavit. At the pre-construction meeting or prior to that meeting, the successfully awarded Prime Contractor shall supply all non-collusion affidavits of the subcontractors identified as performing the various parts of the work as named by the Prime Contractor.

**24. Non-collusion Affidavit of Sub-Contractor.**

The Contractor shall require each of the subcontractors to execute the attached Noncollusion Affidavit of Subcontractor.

**25. Traffic Control.**

The Contractor shall be required to submit his traffic control plan to the City Engineer for review prior to commencing work. All traffic control devices and installations shall conform with the requirements of the "Manual on Uniform Traffic Control Devices."

**26. Existing Utilities.**

The Contractor shall verify the exact location of all existing utilities and make provisions to safeguard utilities that are to remain in place. Any damage to existing utilities resulting from the Contractor's activities shall be repaired to Local Standards at the Contractor's expense.

**27. Erosion Control.**

The Contractor shall implement measures to prevent erosion throughout the construction period and prevent accumulation of debris along the construction site, and shall provide for periodic collection and disposal of debris.

**28. Sanitary Provisions.**

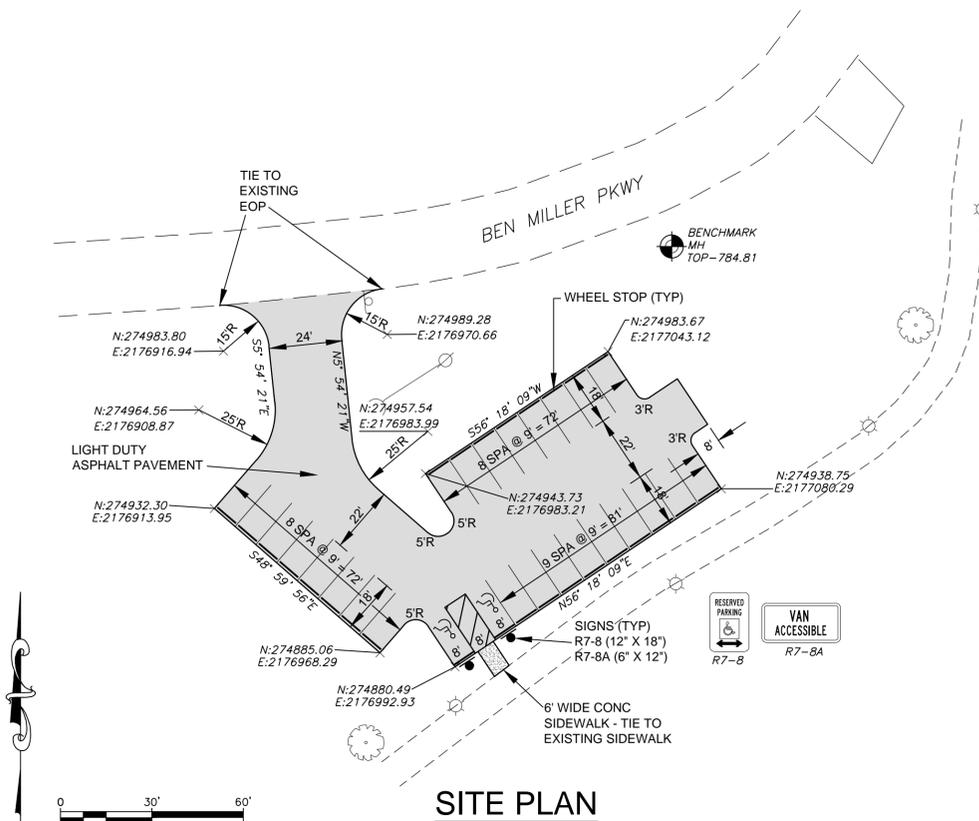
The Contractor shall provide such sanitary accommodations for use of his employees and those of his subcontractors in compliance with the regulations of Local and State Departments of Health as well as the Occupational Safety and Health Administrations (OSHA.)

**29.** Any damage to existing facilities due to construction activities shall be repaired at the Contractor's expense.

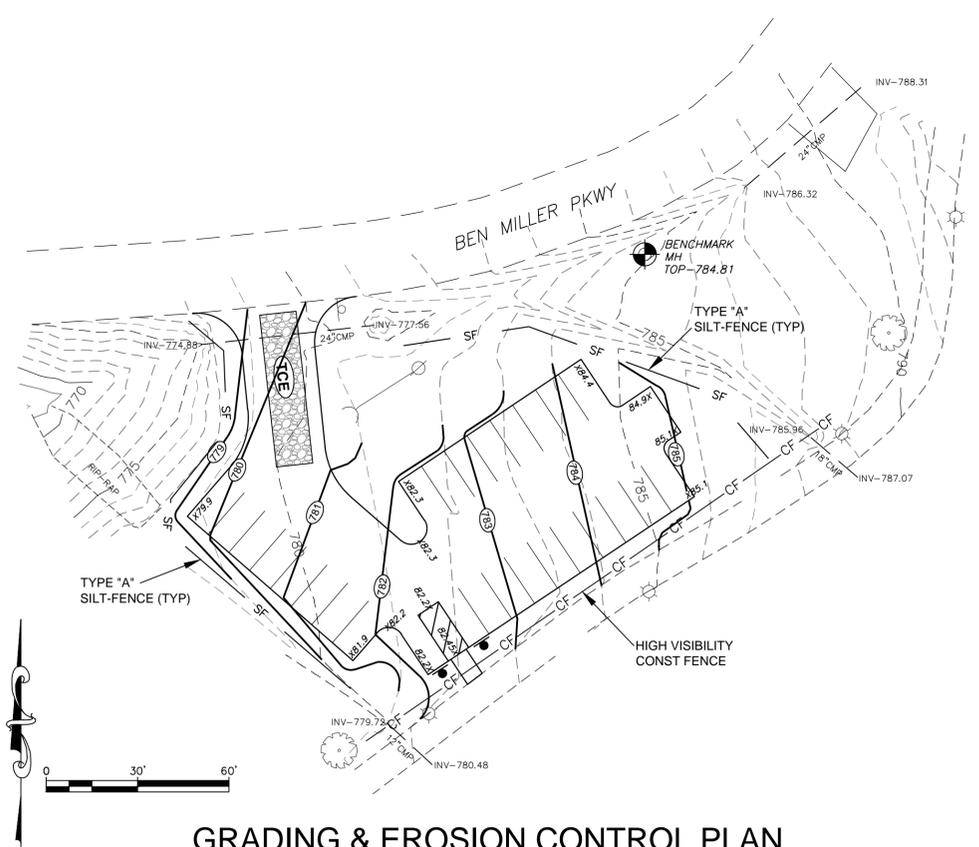
**30.** Contractor shall be responsible for cleanup of work areas, access drives, storage areas, and concrete wash areas when those areas are open to use by others.

GENERAL NOTES

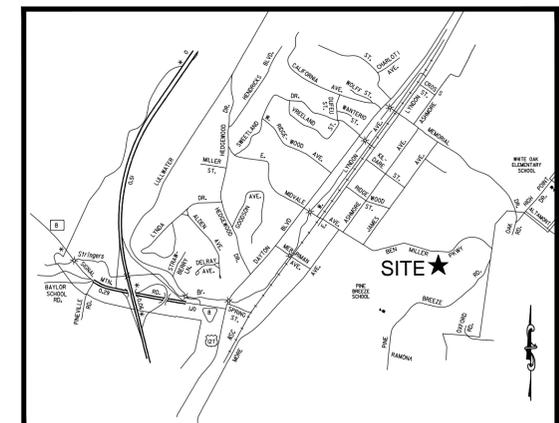
1. A LAND DISTURBANCE PERMIT MAY BE REQUIRED. DETERMINATION WHETHER A LAND DISTURBANCE PERMIT IS REQUIRED SHALL BE MADE BY THE CITY ENGINEER. A SEPARATE LAND DISTURBANCE PERMIT APPLICATION SHALL BE MADE WITH THE OFFICE OF THE CITY ENGINEER FOR REVIEW AND UPON APPROVAL FOR ISSUANCE OF A LAND DISTURBANCE PERMIT.
2. FOR ALL DEVELOPMENTS OF MORE THAN ONE ACRE, A STATE OF TENNESSEE CONSTRUCTION GENERAL PERMIT IS REQUIRED. EVIDENCE OF THIS PERMIT MUST BE PROVIDED TO THE OFFICE OF THE CITY ENGINEER PRIOR TO CONSTRUCTION COMMENCEMENT.
3. ALL CONSTRUCTION SHALL CONFORM TO THE PUBLISHED REQUIREMENTS OF THE CITY OF RED BANK UNLESS SPECIFIED OTHERWISE. ANY APPARENT CONFLICTS BETWEEN THESE PLANS AND THE CITY'S REQUIREMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER WHEN DISCOVERED BY THE CONTRACTOR. ADDITIONALLY, ALL CONSTRUCTION SHALL COMPLY WITH THE TENNESSEE EROSION & SEDIMENT CONTROL HANDBOOK, LATEST EDITION.
4. IN TENNESSEE, IT IS A REQUIREMENT PER THE "UNDERGROUND UTILITY DAMAGE PREVENTION ACT" THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS, NO LESS THAN 3 NOR MORE THAN 10 WORKING DAYS OF THEIR INTENT TO EXCAVATE. A LIST OF THESE UTILITIES MAY BE OBTAINED FROM THE COUNTY. THE TENNESSEE ONE CALL SYSTEM CAN BE NOTIFIED BY CALLING 1-800-351-1111.
5. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO ADJACENT PROPERTIES DURING CONSTRUCTION. THE CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO ADJACENT PROPERTIES OCCURRING DURING CONSTRUCTION.
6. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS AND APPROVALS. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL APPLICABLE PERMITTING AUTHORITIES.
7. THE DESIGNS REPRESENTED IN THESE PLANS ARE IN ACCORDANCE WITH ESTABLISHED ENGINEERING PRACTICES FOR THE DESIGN FUNCTIONS AND USES INTENDED BY THE DEVELOPER AT THIS TIME. HOWEVER, NEITHER WISER CONSULTANTS, LLC, NOR ITS PERSONNEL CAN OR DO WARRANT THESE PLANS TO BE "AS CONSTRUCTED" EXCEPT IN THE SPECIFIC INSTANCES WHERE THE ENGINEER PERFORMS FIELD INSPECTION AND CONTROL OF CONSTRUCTION TEMPORARILY ON SITE. THE ORIGINAL DRAWINGS ARE MAINTAINED ON FILE FOR VERIFICATION OF CHANGES IF ANY ALTERNATIONS ARE MADE TO THE PLANS WITHOUT WRITTEN APPROVAL OF WISER CONSULTANTS.
8. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE CONDITIONS, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY DURING CONSTRUCTION. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND IS NOT LIMITED TO NORMAL WORKING HOURS.
9. AFTER COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL CLEANUP THE SITE TO REMOVE ALL TRASH, DEBRIS, EXCESS MATERIALS, EQUIPMENT, AND OTHER MATERIALS ASSOCIATED WITH THE CONSTRUCTION. THE SITE SHALL BE CLEAN, COMPLETE, AND READY FOR USE AT THE TIME OF FINAL ACCEPTANCE BY THE OWNER.
10. PARKING STRIPES ARE TO BE 4' WIDE, PAINTED WHITE.
11. TRAFFIC CONTROL, INCLUDING SIGNAGE AND BARRICADES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA PAYMENT SHALL BE MADE BY THE OWNER.
12. NO TREES ARE TO BE REMOVED AND/OR VEGETATION DISTURBED EXCEPT AS NECESSARY FOR GRADING PURPOSES.
13. TOPSOIL IS TO BE STRIPPED FROM ALL CUT AND FILL AREAS, STOCKPILED IN LOCATIONS DESIGNATED BY THE OWNER, AND REDISTRIBUTED OVER UNSURFACED AREAS TO A MINIMUM DEPTH OF 3 INCHES.
14. BEFORE INSTALLATION OF STORM OR SANITARY SEWER, THE CONTRACTOR SHALL EXCAVATE AND VERIFY ALL PIPE INTERSECTIONS AND CROSSINGS AND INFORM THE ENGINEER OF ANY CONFLICTS. THE ENGINEER WILL NOT BE RESPONSIBLE IN THE EVENT HE/SHE IS NOT NOTIFIED OF DESIGN CONFLICTS PRIOR TO CONSTRUCTION.
15. CLEARING AND GRUBBING LIMITS SHALL INCLUDE ALL AREAS DISTURBED BY GRADING THE SITE.
16. ANY GRADED OR DISTURBED AREAS SHALL HAVE 3 INCHES OF TOPSOIL, SEED, MULCH, FERTILIZER AND WATER APPLIED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.
17. THE CONTRACTOR SHALL PROVIDE A CONSTRUCTION EXIT AT THE LOCATION SHOWN ON THE PLANS AND SHALL MAINTAIN THE SURFACE AT NO EXTRA COST TO THE OWNER.
18. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ON-SITE INSPECTION.
19. SEDIMENT BARRIERS, TRAPS, AND PONDS SHALL BE INSPECTED AND MAINTAINED AS OFTEN AS NECESSARY TO INSURE ALL DEVICES ARE FUNCTIONING PROPERLY. ANY TIME THAT USEFUL VOLUMES ARE FILLED TO 50%, DEVICES SHALL BE CLEANED OF SEDIMENT AND RETURNED TO ORIGINAL USEFUL VOLUME. SILT BARRIERS, CONSTRUCTION EXITS, AND CHECK DAMS SHALL BE REPLACED, ADDED TO OR OTHERWISE MAINTAINED TO ENSURE PROPER FUNCTIONING.
20. INSPECTIONS, MAINTENANCE AND/OR REPAIR OF EROSION AND SEDIMENT CONTROL PRACTICES INCLUDING PROPER VEGETATION COVER SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.



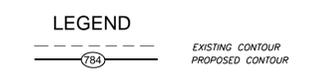
SITE PLAN



GRADING & EROSION CONTROL PLAN



LOCATION MAP



**PROJECT INFORMATION:**  
 Project Contact: Tim Thornbury, Public Works Director, City of Red Bank  
 Phone: 423-877-1103 ext 3

**FEMA NOTE:**  
 No portion of this site lies within the 100 year flood plain per FEMA Map No. 47065C0333G, dated Feb 3, 2016

NO.	DESCRIPTION	DATE

**wiser**  
 CONSULTANTS

1427 Kensington Square Ct.  
 Murfreesboro, Tennessee  
 37130

Telephone: (615) 278-1500  
 Facsimile: (615) 217-8130  
 www.wiserconsultants.com

DATE	APRIL 2016
DRAWN BY	DKH
CHECKED BY	JRG
SCALE	1"=30'
PROJECT NO.	15-04-0202
FILE	15-04-0202 - Red Bank Master Service Parking Lot Site Plan (DWG) 15040202-C-SP.DWG

WHITE OAK PARK PARKING LOT  
 SITE AND GRADING PLAN  
 FOR THE CITY OF RED BANK  
 HAMILTON COUNTY, TENNESSEE



