



Meeting Agenda

Capital Investment Committee

Thursday, May 25, 2023

3:30 PM

Board Room

CALL TO ORDER

APPROVAL OF MINUTES

1. Consideration Of Approval Of Minutes
April 27, 2023 Capital Investment Committee Meeting

NEW BUSINESS

2. Consideration Of COF Contract No. 2023-0135, With Alfred Benesch And Company For Franklin Parks Bridge Inventory And Condition Report

Sponsors:

Lisa Clayton, Heather Eusebio

3. Consideration Of Ordinance 2023-06, An Ordinance To Establish A No Parking Anytime Zone Along The Easterly Property Line Of 605 South Margin Street

Sponsors:

Paul Holzen, Adam Moser

4. Consideration Of Ordinance 2023-13, An Ordinance To Establish All-Way Stop Control At The Intersection Of Truman Road And Molly Bright Lane

Sponsors:

Paul Holzen, Adam Moser

5. Consideration Of Resolution 2023-36, A Resolution Authorizing The City Administrator To Enter Into A Term Contract (COF Contract No. 2022-0301) For Roadway Asphalt Paving With Four Star Paving, LLC

Sponsors:

Steve Grubb, Paul Holzen, Jerry Hatcher

6. Consideration Of Resolution 2023-39, A Resolution To Award The Bundled Bridges Construction & Rehabilitation Contract (COF Contract No. 2023-0024) To Bell & Associates Construction, LLC In The Amount Of \$3,467,396.10

Sponsors:

Paul Holzen, Jonathan Marston, David Hodnett

7. Consideration Of DRAFT Resolution 2023-40, A Resolution Authorizing The City Administrator To Enter Into A Term Contract (COF Contract No. 2022-0281) For Facilities Asphalt Paving and Utility Cut Patch Repair With Pavement Restorations, Inc

Sponsors:

Steve Grubb, Paul Holzen, Jerry Hatcher

8. Consideration Of DRAFT Resolution 2023-41, A Resolution Authorizing The City Administrator To Enter Into A Term Contract (COF Contract No. 2023-0067) For Pavement Preservation With Pavement Restorations, Inc

Sponsors:

Steve Grubb, Paul Holzen, Jerry Hatcher

9. Consideration Of DRAFT Resolution 2023-46, A Resolution To Award The Construction Contract (COF Contract No. 2022-0065) For The "Thompson Alley Pocket Park" Project (COF Project No. 2022-005) To Ryzen Building Group, LLC In The Amount Of \$494,195

Sponsors:

Paul Holzen, Lisa Clayton, Jonathan Marston, Shahad Abdulrahman

10. Consideration Of DRAFT Change Order No. 4 (Final) To COF Contract No. 2018-0282, A Construction Contract With Civil Constructors, LLC For The "SR-96 West Multi-Use Trail - Phases 1 & 2" Project (COF Project No. 2017-002 / TDOT PIN 123098.00) For A Cost Decrease Of \$335,283.78

Sponsors:

Paul Holzen, Jonathan Marston, David Hodnett

11. Capital Projects Dashboard And Status Updates For May 2023

Sponsors:

Paul Holzen, Jonathan Marston

OTHER BUSINESS**ADJOURN**

Anyone needing accommodations due to disabilities please contact the ADA Coordinator at 615-791-3277 at least 24 hours prior to the meeting.



Meeting Minutes

Capital Investment Committee

Thursday, April 27, 2023

3:30 PM

Board Room

CALL TO ORDER

Chair Matt Brown called the meeting to order at 03:31 PM

Board Members Present: Gabrielle Hanson, Matt Brown, Beverly Burger

Board Members Absent: Brandy Blanton

APPROVAL OF MINUTES

1. **Consideration Of Approval Of Minutes**
March 23, 2023 Capital Investment Committee Meeting

Sponsors:

A motion was made by Alderman Gabrielle Hanson, seconded by Alderman Beverly Burger to Approve the Minutes. The motion Passed 3-0.

NEW BUSINESS

2. **Consideration To Deny Sewer Availability For 4360 Columbia Pike (Map 132, Parcel 00616)**

Sponsors: Michelle Hatcher, Scott Andrews

A motion was made by Alderman Gabrielle Hanson, seconded by Alderman Beverly Burger to Recommend Approval to the Board of Mayor and Aldermen the Contract / Agreement. The motion Passed 3-0.

3. **Consideration To Grant Water Availability For 2483 Hidden River Lane (Map 026, Parcel 03224)**

Sponsors: Michelle Hatcher, Scott Andrews

A motion was made by Alderman Gabrielle Hanson, seconded by Alderman Beverly Burger to Recommend Approval to the Board of Mayor and Aldermen the Contract / Agreement. The motion Passed 3-0.

4. **Consideration Of Final Change Order To COF 2021-0069, A Construction Contract With Haren Construction Company, Inc. For The Southeast Pilot Plant And Red Wing Reclaimed Water Pump Station At A Cost Decrease Of \$62,958.66 And A Time Increase Of 233 Calendar Days**

Sponsors: Michelle Hatcher, Brian Goodwin, Patricia McNeese

A motion was made by Alderman Beverly Burger, seconded by Alderman Gabrielle Hanson to Recommend Approval to the Board of Mayor and Aldermen the Contract / Agreement. The motion Passed 3-0.

5. **Consideration Of DRAFT Resolution 2022-70, A Resolution To Award The Construction Contract (COF Contract No. 2022-0116) For The SR-96 (Murfreesboro Road) Traffic Signal Improvements Project (TDOT PIN 127913.00) To Stansell Electric Company, Inc In The Amount Of \$969,844**

Sponsors: Paul Holzen, Adam Moser

A motion was made by Alderman Beverly Burger, seconded by Alderman Gabrielle Hanson to Recommend Approval to the Board of Mayor and Aldermen the Resolution. The motion Passed 3-0.

6. Capital Projects Dashboard And Status Updates For April 2023

Sponsors: Paul Holzen, Jonathan Marston

The item was acknowledged.

OTHER BUSINESS

ADJOURN

A motion was made by Alderman Gabrielle Hanson, seconded by Alderman Beverly Burger to Adjourn the Meeting. The motion Passed 3-0.

Matt Brown, Chair



File #: 21-04705

DATE: May 18, 2023
TO: Capital Investment Committee
FROM: Lisa Clayton, Director of Parks
Heather Eusebio, Research & Planning Specialist

SUBJECT:

Consideration Of COF Contract No. 2023-0135, With Alfred Benesch And Company For Franklin Parks Bridge Inventory And Condition Report

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Capital Investment Committee concerning Alfred Benesch and Company ("Benesch") providing engineering services for the development of general condition reports of sixteen pedestrian structures for the City of Franklin Parks Department ("Parks").

BACKGROUND/STAFF COMMENTS:

This project entails the assessment of the general condition of sixteen pedestrian structures for Parks. Parks has an inventory of twenty-two (22) pedestrian structures with plans to inspect sixteen (16). Nine of the pedestrian structures are steel truss bridges, three structures are culverts, three structures are wooden boardwalks and one structure consists of multiple structure types. Benesch will perform site visits and develop individual reports of findings of each structure. The purpose of this project is to determine basic adequacy, document observations and report any findings that require further services. Items not included in the scope of engineering services are land survey work, hydraulic modeling, scour analysis, bridge rating, bridge analysis and geotechnical investigation and assessment.

FINANCIAL IMPACT:

The financial impact is Nineteen Thousand Seven-Hundred Fifty and 00/100 Dollars (\$19,750.00).

RECOMMENDATION:

Staff recommends that COF Contract No. 2023-0135 be recommended to the Board of Mayor and Aldermen for approval.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2023-0135**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and Alfred Benesch and hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. The City desires to retain the Consultant to provide site visits and develop individual reports of findings for each of the sixteen pedestrian bridges to determine basic adequacy, document observations and report any findings that require further services in connection with the City's project hereinafter referenced as the Project. The Project is described as follows:

Franklin Parks Pedestrian Bridge Inventory and Condition Report Scope

1. SCOPE OF SERVICES. The Consultant shall provide site visits and develop individual reports of findings of each structure for the Project in accordance with the Scope of Services ("Services") as found in Attachment A, which shall be considered as an integral part hereof.
2. The Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In the event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. The Consultant shall be paid for work performed based on the Fee Schedule as contained in Attachment A in the Not to Exceed Amount of Nineteen Thousand Seven-Hundred Fifty and 00/100 Dollars (\$19,750.00).

**The Board of Mayor and Aldermen Approved this Agreement on the ____ Day of
_____ 20__.**

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. The Consultant will:

- 1.1 Act for the City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Designate, in writing, the sole Project representative to coordinate with the City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), the Consultant shall perform all Services with his own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with Services to be performed shall be provided. After approval of this Agreement, no substitute for sub-consultants shall be allowed unless approved by the City.
- 1.6 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by the City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. The City, or its authorized representative, will:

- 2.1 Provide the Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for the Consultant's necessary field studies and surveys. The Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to the Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund the Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 The Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 The Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither the City nor the Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 ALLOCATION OF RISK AND LIABILITY; GENERAL. Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.

- 3.5 INDEMNIFICATION. The Consultant agrees to indemnify and hold the City harmless from and against legal liability for all claims, judgments, losses, damages, and expenses to the extent such claims, judgments, losses, damages, or expenses are caused by the Consultant's negligent act, error or omission in the performance of the Services of this Agreement. In the event claims, judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of the Consultant and the City, they shall be borne by each party in proportion to its own negligence.

3.5.1 SURVIVAL. The terms and conditions of this paragraph shall survive completion of this services agreement.

- 3.6 LIMITATIONS OF RESPONSIBILITY. The Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to the City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to the Consultant in Attachment A, Scope of Services.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

- 4.1 TERMINATION FOR CONVENIENCE. The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:

- (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
- (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
- (4) The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 TERMINATION FOR CAUSE. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 TERMINATION FOR NON-APPROPRIATION. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.

- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. The Consultant shall provide the Services as described in Scope of Services attached hereto as Attachment A and incorporated herein by reference.

- 5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.
- 5.2 ENVIRONMENTAL RESPONSIBILITY. Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

- 6.1 TIME OF THE ESSENCE. The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.
- 6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.
- 6.3 FORCE MAJEURE. Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.
- 6.4 Should the City request changes in the scope, extent, or character of the Project, the fee and the time of performance of the Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

- 7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by the Consultant pursuant to this Agreement are

instruments of service in respect to the Project. The City shall retain an ownership and property interest therein whether or not the Project is completed.

7.1.1 USE OF DATA SYSTEMS. The City maintains all rights to data systems and data (including derivative or hidden data such as metadata) created and used by the Consultant through information supplied to the Consultant by the City.

7.1.2 DISCLOSURE OF DOCUMENTS/DATA. The City may be required to disclose documents or data under state or federal law. The City shall notify the Consultant if a request for data or documents has been made and shall give the Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. The Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, the Consultant agrees to indemnify, defend, and hold harmless the City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of the City's reliance upon the Consultant representation that materials supplied by the Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads the Consultant and the Consultant assumes control over that claim.

7.2 By execution of this Agreement, the Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest the Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by the Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by the City shall be used by the Consultant only for the Project as described herein. The City's posting or publication of such documents created by the Consultant for the City shall constitute fair use and shall not constitute an infringement of the Consultant's copyright, if any.

7.3 Documents that may be relied upon by the City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by the Consultant to the City are only for convenience of the City, unless the delivery of the Project in electronic media format has been dictated in the Scope of Services attached hereto as Attachment A. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.

7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, the Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by the City.

7.5 When transferring documents in electronic media format, the Consultant makes no representations as to long term compatibility, usability, or readability, of documents

resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, the Consultant at the beginning of this Project.

- 7.6 The City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant or to the Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle the Consultant to further compensation at rates to be agreed upon by the City and the Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, the Consultant shall maintain the following minimum insurance:
 - a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 The Consultant shall add the City as an additional insured on all policies unless otherwise prohibited.
- 8.3 The Consultant shall, upon execution of this Agreement, furnish the City with certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to the City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. The City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as the City deems adequate to indemnify the City, the Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 The City will pay the Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. The Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. The City shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 EQUAL EMPLOYMENT OPPORTUNITY. In connection with this Agreement and the Project, the City and the Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. The City and the Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 TITLE VI – CIVIL RIGHTS ACT OF 1964. The City and the Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 NO THIRD-PARTY RIGHTS CREATED. The City and the Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of the City and the Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- 10.4 WARRANTIES/LIMITATION OF LIABILITY/WAIVER. The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by the Consultant to limit its liability shall be void and unenforceable.
- 10.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION. This Agreement is a covered transaction for the purposes of 2 CFR Part 180 and 2 CFR Part 1200. As such, the Consultant is required to verify that none of the Consultant's principals (as defined at 2 CFR §180.995) or its affiliates (as defined at 2 CFR §180.905) are excluded (as defined at 2 CFR §180.940) or disqualified (as defined at 2 CFR §180.935).
- 10.5.1 The Consultant must comply with 2 CFR Part 180, Subpart C and 2 CFR Part 1200, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into as a part of this Agreement.
- 10.5.2 This certification is a material representation of fact relied upon by the City of Franklin. If it is later determined that the Consultant did not comply with 2 CFR Part 180, Subpart C and/or 2 CFR Part 1200, Subpart C, in addition to remedies available to the City of Franklin, the State of Tennessee and/or the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- 10.5.3 The Consultant agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR 1200, Subpart C while this Agreement is valid and throughout the period of any contract that may arise from this Agreement and Project. The Consultant agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between the City and the Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by the City and the Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.
- 12.2 BREACH. Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

(Signatures on Following Page)

THE CITY OF FRANKLIN, TENNESSEE:

Alfred Benesch and Company:

(Signature)

(Signature)

Name: Dr. Ken Moore

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

Attest:

(Signature)

Eric S. Stuckey
City Administrator

Date: _____

Approved as to Form:

J. Blake Harper, Staff Attorney



Alfred Benesch & Company
574 Franklin Road, Suite 300
Franklin, TN 37069
www.benesch.com
P 615-370-6079
F 615-627-4066

May 12, 2023

Mr. Kevin Lindsey
Facilities Superintendent
City of Franklin Parks Department
705 Boyd Mill Avenue
Franklin, TN 37065

RE: Scope and Design Proposal
Parks Department: Pedestrian Bridge Inventory and Condition Report
Franklin, TN

Dear Mr. Lindsey:

Per your request, please see the attached scope and fee regarding the performance of a general bridge inventory and condition report for 16 pedestrian structures within City of Franklin Parks.

If you have any questions or need additional information, please let me know. Thank you for the opportunity to serve the City of Franklin Parks Department.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sammie McCoy".

Sammie McCoy, PE
Vice President
TN Division Manager

Alfred Benesch and Company (Benesch) will provide engineering services for the development of general condition reports of sixteen pedestrian structures for the City of Franklin Parks Department (Parks). See attached for bridge inventory subject to this scope of work. These reports will establish the baseline status of the existing bridges that should then be reevaluated every three years or before should an issue arise.

Project Scope

This project entails the assessment of the general condition for sixteen pedestrian structures for Parks. Based upon information provided by Kevin Lindsey, Facilities Superintendent, Parks has an inventory of 22 pedestrian structures with plans to inspect 16. Nine of the pedestrian structures are steel truss bridges, three structures are culverts, three structures are wooden boardwalks, and one structure consists of multiple structure types.

These sixteen bridges will be the focus of this project:

1. Aspen Grove Steadfast Bridge #1 – 50’ long, single span steel truss bridge with wooden deck boards crossing Spencer Creek (Cost: \$1,000.00)
2. Aspen Grove Steadfast Bridge #2 – 47’ long, single span steel truss bridge with wooden deck boards crossing Spencer Creek (Cost: \$1,000.00)
3. Aspen Grove Steadfast Bridge #3 – 47’ long, single span steel truss bridge with wooden deck boards crossing Spencer Creek (Cost: \$1,000.00)
4. Aspen Grove Steadfast Bridge #4 – 40’ long, single span steel truss bridge with wooden deck boards crossing the Harpeth River (Cost: \$1,000.00)
5. Bicentennial Park Lookout Bridge – 40’ long, four span steel beam bridge with wooden deck boards overlooking the Harpeth River (Cost: \$1,000.00)
6. Ruby Lynch Bridge – 20’ long, double barrel concrete culvert with asphalt overlay crossing branch to the Harpeth River (Cost: \$1,000.00)
7. Pinkerton Pedestrian Bridge – 320’ long, four span steel truss bridge with wooden deck boards crossing the Harpeth River (Cost: \$1,875.00)
8. Fort Granger Bridge – 530’ long, five section wood beam bridge with wooden deck boards. Sections consist of one boardwalk, one “staircase” section, and three wooden beam bridge sections. (Cost: \$3,000.00)
9. Winstead Bridge #9 – 20’ long boardwalk over drainage area (Cost: \$1,000.00)
10. Winstead Bridge #10 – 60’ long boardwalk over drainage area (Cost: \$1,000.00)
11. Winstead Bridge #11 – 20’ long boardwalk over drainage area (Cost: \$1,000.00)
12. Jim Warren Park Bridge #12 – 24’ long, triple barrel concrete culvert with asphalt overlay crossing Sharp Branch (Cost: \$1,000.00)
13. Jim Warren Park Bridge #13 – 15’ long, triple barrel concrete culvert with asphalt overlay crossing Sharp Branch (Cost: \$1,000.00)
14. Dry Branch Creek #14 – 60’ long, single span steel truss bridge with wooden deck boards crossing Dry Branch Creek (Cost: \$1,000.00)
15. Dry Branch Creek #15 – 90’ long, single span steel truss bridge with wooden deck boards crossing Dry Branch Creek (Cost: \$1,000.00)
16. Dry Branch Creek #16 – 149’ long, two span steel truss bridge with wooden deck boards crossing Dry Branch Creek (Cost: \$1,875.00)

Benesch will perform site visits and develop individual reports of findings of each structure. The purpose of this project is to determine basic adequacy, document observations, and report any findings that require further services. Benesch proposes the following **Scope for Engineering Services** to assist Parks in the accomplishment of the project:

1. Bridges 1 – 6 and 9 – 15 will receive a two-hour site visit. Bridge 7 and 16 will receive a four-hour site visit and Bridge 8 will receive an eight-hour site visit. Each inspection will have a two-person team. During the site visits, the team will be collecting the following information:
 - a. Confirmation of bridge type, location, length, width
 - b. Photographs
 - c. Condition of deck
 - d. Condition of bridge bearings
 - e. Condition of abutments
 - f. Documentation of concerns observed such as:
 - i. signs of scour
 - ii. structural deterioration
 - iii. approach condition
2. A basic report of findings will be developed for each structure. This report will include the following information:
 - a. Summary of data collected at each bridge location and
 - b. Summary of the condition of each inspected bridge element
 - c. Short narrative of observed structure condition
 - i. Guidance on inspection intervals
 - ii. Summary of inspection findings
 - iii. List of recommendations
 - d. Photo log of bridge to include:
 - i. Plan view
 - ii. Elevation view
 - iii. Downstream and upstream view
 - iv. Pictures of interest (such as observed concerns)

Items Not Included in the Scope of Engineering Services

The following items are identified as not required, not applicable, or not to be performed by Benesch during this project and will be performed Parks or others:

1. Land survey work
2. Hydraulic modeling
3. Scour analysis
4. Bridge rating
5. Bridge analysis
6. Geotechnical investigation and assessment

Items to be provided by Client

Parks agrees to perform services necessary for completion of the proposed project as follows:

1. Furnish all available information to Benesch, including survey data and files, geotechnical reports, and information provided by others regarding bridge locations.
2. Review reports, plans, contract documents, etc. and furnish approval or instructions for change.

Compensation

For the successful completion of the **Scope of Engineering Services** as outlined above, the City shall compensate Benesch in the lump sum amount of **\$19,750**. Benesch shall submit monthly invoices for work completed.



File #: 21-04540

DATE: April 6, 2023
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

Consideration Of Ordinance 2023-06, An Ordinance To Establish A No Parking Anytime Zone Along The Easterly Property Line Of 605 South Margin Street

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ordinance 2023-06, an ordinance to establish a no-parking-anytime zone along the easterly property line of 605 South Margin Street (on Evans Street). This was at the request of the HOA for the Park Place Condominiums.

BACKGROUND/STAFF COMMENTS:

The property management/HOA of the condominiums asked for the no parking zone to be established due to vehicles parking and blocking access to Park Place condominiums along Evans Street. Evans Street is a narrow street and parking along this roadway introduces a challenge for many driveways located along this street. There is also a concern about emergency vehicle access to the apartments.

FINANCIAL IMPACT:

Signs and posts are included in the annual Streets Department budget for these types of requests.

RECOMMENDATION:

Staff recommends that Ordinance 2023-06 be recommended to the Board of Mayor and Aldermen for approval.

ORDINANCE NO. 2023-06

AN ORDINANCE TO ESTABLISH A NO-PARKING-ANYTIME ZONE ALONG THE EASTERLY PROPERTY LINE OF 605 SOUTH MARGIN STREET (EVANS STREET)

WHEREAS, the Homeowners Association of Park Place condominiums, located at the intersection of South Margin Street and Evans Street, desires to improve the safety and security of travel on Evans Street, and

WHEREAS, the narrow geometry of Evans Street near the intersection of South Margin Street makes it difficult for passenger vehicles and emergency vehicles to enter and exit when vehicles are parked along Evans Street, and

WHEREAS, the Homeowners Association has requested a NO PARKING ANYTIME zone along their easterly property line adjacent to Evans Street.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

SECTION I: That a NO PARKING ANYTIME zone be created for the entire extent of the easterly property line of 605 South Margin Street.

SECTION II: Said NO PARKING ANYTIME zone is created in order to prohibit vehicles from parking in such a manner as to create traffic hazard or obstruct vehicle flow, and is more specifically described as follows:

1. From the northeastern property corner of 605 South Margin Street, located at the intersection of South Margin Street and Evans Street, running south along the easterly property line 200' to the southeasterly property corner of 605 South Margin Street.

SECTION III: That the Streets Department Director or his designee shall obtain and install all necessary signs to carry out the intention of this Ordinance.

SECTION IV: That the penalty for failure to obey the provisions of this Ordinance shall be as indicated in the Franklin Municipal Code and/or the Tennessee Code Annotated.

SECTION V: BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect from and after its passage on second and final reading, the health, safety and welfare of the citizens of Franklin requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Legal Form by:

William E. Squires,
Assistant City Attorney

Passed First Reading: _____

Passed Second Reading: _____



No Parking Zone

NO
PARKING
ANY
TIME
↔

NO
PARKING
ANY
TIME
→

From: [Steve Grubb](#)
To: [Virginia Lisella](#); [Adam Moser](#)
Cc: [Jerry Hatcher](#)
Subject: RE: No Parking signs on Evans Street
Date: Monday, October 3, 2022 8:49:54 AM

Virginia, Thank you for the email.

Adam, Please see the email from Virginia. Let us know if you need anything else to move forward with an ordinance?

Grubb

-----Original Message-----

From: Virginia Lisella <ginnyplisella@gmail.com>
Sent: Saturday, October 1, 2022 2:03 PM
To: Steve Grubb <SteveG@franklintn.gov>
Subject: No Parking signs on Evans Street

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Steve,

As Manager of the Park Place Homeowners Association, I am requesting No Parking signs be placed along the West side of Evans Street along our property line.

We maintain the area from the street to our fence. If the ground is wet deep tracks are left when cars park here. Also, the street is so narrow in this section, it's difficult to come and go from our side entrance.

I understand that I cannot request these signs for the other side of Evans Street. However, this is also a problem.

Guests staying at the vrbo at that location sometimes park along the street making it impossible for our residents to exit our side entrance without much maneuvering to get out onto Evans Street.

Would it be possible to make a request from the city to that owner that her guests not park there?

Thank you!

Virginia Lisella
Manager of Park Place Homeowners Association
605 South Margin, #105
Franklin, TN 37064
828-817-1324
Ginnyplisella@gmail.com

Sent from my iPhone



File #: 21-04541

DATE: April 6, 2023
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

Consideration Of Ordinance 2023-13, An Ordinance To Establish All-Way Stop Control At The Intersection Of Truman Road And Molly Bright Lane

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ordinance 2023-13, an ordinance to establish all-way stop control at the intersection of Truman Road and Molly Bright Lane.

BACKGROUND/STAFF COMMENTS:

The Ladd Park HOA formally requested an all-way stop for the subject intersection. Engineering performed a multiway (all-way) stop study and found that while it didn't meet all criteria set forth by the MUTCD, there was significant pedestrian volume and an amenity center adjacent to this intersection that would benefit the installation of a multiway stop.

FINANCIAL IMPACT:

The HOA will provide and install decorative stop sign posts. The Streets Department will be responsible for the stop signs and supplemental plaques, as well as the stop bar and pedestrian crossing pavement markings. The signs and pavement markings are included in the Streets Department annual budget.

RECOMMENDATION:

Staff recommends that Ordinance 2023-13 be recommended to the Board of Mayor and Aldermen for approval.

ORDINANCE 2023-13

AN ORDINANCE TO ESTABLISH ALL-WAY STOP CONTROL AT THE INTERSECTION OF TRUMAN ROAD AND MOLLY BRIGHT LANE

WHEREAS, the City of Franklin, Tennessee, received a request to establish all-way stop control at the intersection of Truman Road and Molly Bright Lane; and

WHEREAS, the intersection of Truman Road and Molly Bright Lane is currently configured with stop control only on the Molly Bright Lane approaches; and

WHEREAS, Engineering Department Staff has completed a multiway stop engineering study examining: pedestrian and vehicle volume, five (5) year crash history, roadway geometry, pedestrian activity, and surrounding land use; and

WHEREAS, the Engineering Department recommends the establishment of all-way stop control at the intersection of Truman Road and Molly Bright Lane for the following reasons: limited sight distance, high pedestrian activity, and the approximately equal vehicular traffic volume on three of four approaches of the intersection.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

SECTION I. That all-way stop control shall be established at the intersection of Truman Road and Molly Bright Lane.

SECTION II. That the Director of the Streets Department is hereby authorized and directed to install stop signs at said location to regulate traffic approaching this intersection.

SECTION III. That the penalty for failure to obey the provisions of this Ordinance shall be as indicated in the Franklin Municipal Code and/or the Tennessee Code Annotated.

SECTION IV. BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect from and after its passage on second and final reading for the health, safety, and welfare of the citizens of Franklin requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSE:

By: _____
Eric Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

William E. Squires
Assistant City Attorney

PASSED FIRST READING _____

PASSED SECOND READING _____

November 30, 2022

Adam Moser, Traffic Engineer
City of Franklin
109 3rd Avenue S
Franklin, TN 37064

RE: Request for All-Way Stop | Truman Road West + Molly Bright Lane

Requestor: Highlands at Ladd Park Homeowners Association

Representative: Ghertner & Company (Jessica Hargrove)

Dear Mr. Moser,

The Highlands at Ladd Park Homeowners Association (“Ladd Park HOA”) formally requests that the City of Franklin (“the City”) conduct a sight distance study for the intersection of Truman Road West (“Truman Road”) and Molly Bright Lane. Following the completion of said study, the Ladd Park HOA requests that your office endorse the installation of an all-way or multi-way stop at that intersection via an ordinance that is brought forward to the Franklin BOMA for approval. Upon approval, the Ladd Park HOA will work with the City to implement such a crossing, including the purchase and installation of stop signs while the City provides pavement markings as necessary at the intersection.

The Ladd Park HOA believes that a sight distance study of the above-referenced intersection will reveal the existence of sight distance issues for vehicles trying to turn off of Molly Bright Lane onto Truman Road. Landscaping (street trees)—the required sight distance for a roadway with a speed of 25 mph is 280 feet to the right, and 240 feet to the left, from the perspective of the driver. Furthermore, the City will also observe that children and families crossing Truman Road (and Molly Bright Lane), unprotected (emphasis added) at or near the intersection of concern—this intersection is a major crossing point for children boarding and debarking school buses operated by Williamson County Schools and families utilizing the various amenities located at and near the intersection.

Thank you for your attention to this matter. We look forward to the favorable response of your department as well as the Franklin BOMA.

Sincerely,



Amanda Orrand
President, Board of Directors
Highlands at Ladd Park Homeowner Association
802 Beamon Road
Franklin, TN 37064

amanda.orrand@laddhoa.com

DATE: April 10, 2023

TO: Highlands at Ladd Park HOA

FROM: Paul Holzen, Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT: Truman Road Traffic Study

Purpose

The purpose of this memo is to provide the results of a multiway (all-way) stop study that was performed at the intersection of Truman Road and Molly Bright Lane in the Highlands at Ladd Park subdivision. This study was requested by the Ladd Park HOA. This study analyzes the data collected to see if the data satisfied multiway stop criteria found in the Manual on Uniform Traffic Control Devices (MUTCD).

Background

On November 30, 2022, the HOA raised concern with sight distance and pedestrian crossing conflicts with vehicles traveling along Truman Road at the intersection of Molly Bright Lane. The HOA relayed that there is no safe place to cross Truman Road for pedestrians in the vicinity of Molly Bright Lane, where the neighborhood amenities are located nearby, as well as a common area for children school bus loading/unloading.

Both roadways are residential, local streets with speed limits set at 25 mph. Molly Bright Lane is designated as the 'minor' approach and is stop controlled to make the intersection a two-way stop, with Truman Road flowing freely past Molly Bright Lane. Figure 1 shows the multi-way stop study location.

Study & Results

Section 2B.07 of the MUTCD gives criteria to warrant multi-way stops. These criteria were used in this engineering study to see if warrants for a multi-way stop were met. The criteria include studying count data (pedestrian and vehicle), crash data, and sight distance.

Vehicle and pedestrian count data was collected along Truman Road the week of March 6, 2023. Pedestrian crossings across Truman Road were moderately high but are not significantly impacted by high vehicular volume along the roadway during the study period (i.e. gaps were present in traffic to cross according to the data). Pedestrian volumes crossing Truman Road at Molly Bright Lane had a total of 90 on Friday and 39 on Saturday. It is important to note that the busiest pedestrian volumes occur during the same time period as vehicular volumes occur, 4:30 pm to 5:30 pm on Friday. During this time period on Friday, there were a total of 37 pedestrians that crossed Truman Road.

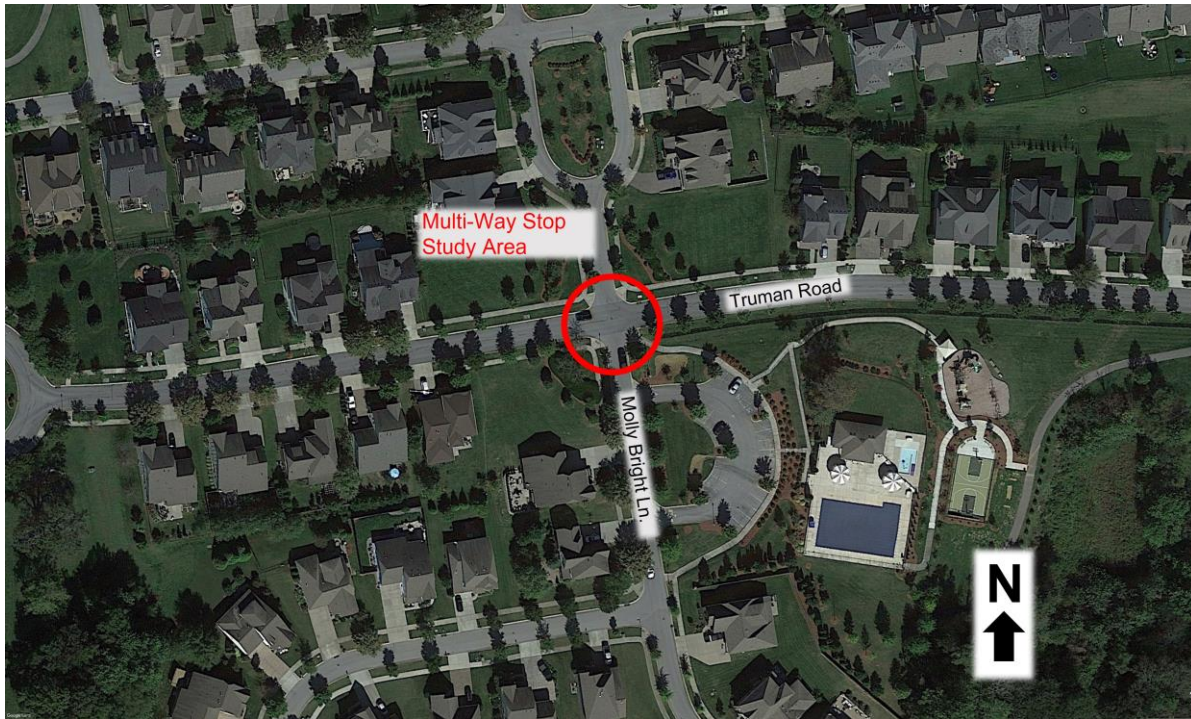


Figure 1 Study Location Map

Vehicular volumes were also studied to see if volumes met the MUTCD criteria. The peak hour volume entering the intersection are as noted in Figure 2. Based on the criteria stated in the MUTCD, Truman Road needs to have 300 or more entering vehicles/pedestrians per hour for 8 hours in a day and 200 entering vehicles/pedestrians per hour on Molly Bright Ln. for the same 8 hours. The peak hour volume on Truman Road was 79 vehicles and Molly Bright Ln had 42 entering vehicles/pedestrians, far short of the volumes stated in the MUTCD.

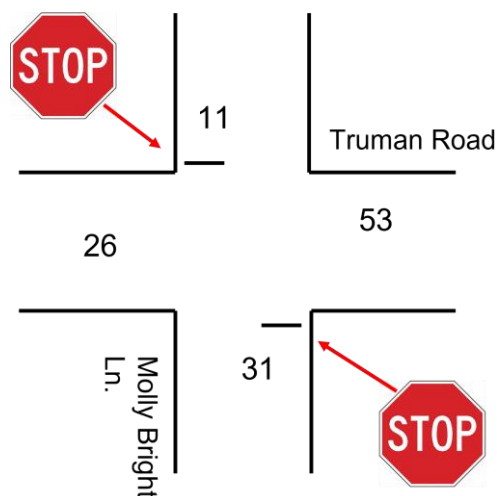


Figure 2: Intersection Entering Peak Hour Volume

While the vehicular volumes do not meet the MUTCD criteria for multiway stop condition, sight distance at the intersection did reveal an issue for vehicles trying to turn off of Molly Bright Lane onto Truman Road. Looking from Molly Bright Lane to the east, there is a hill that crests about 200 feet from the intersection. As you move further east along Truman Road, it starts to descend gradually, hiding approaching vehicles. Figure 3 shows the location of the hill. There is currently about 220 to 235 feet of sight distance looking to the east from Molly Bright Lane. See Figure 4 and Figure 5 for an approximate illustration.

Looking from Molly Bright Lane to the west, there is a sag down the hill about 300 feet from the intersection. As you move west along Truman Road from Molly Bright Lane, it starts descending gradually, then gets steeper for a short period before leveling out before the traffic circle. This condition hides vehicles approaching Molly Bright Lane however adequate sight distance remains. Figure 3 shows the location of this blind spot. There is currently more than 280 feet of sight distance looking to the west from Molly Bright Lane. See Figure 4 and Figure 5 for an approximate illustration.

Landscaping (street trees) and parked vehicles could further increase the sight distance challenges for these vehicles. The required sight distance for a roadway with a speed of 25 mph is 280 feet to the right and the left, from the perspective of the driver.

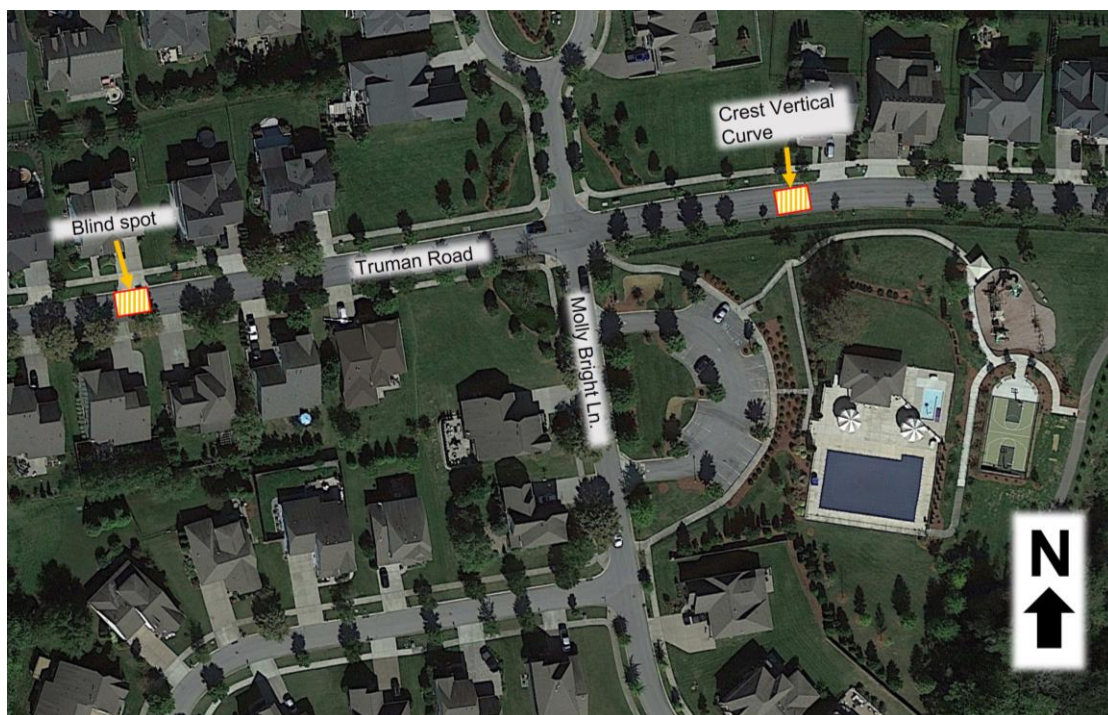


Figure 3: Truman Road Geometry

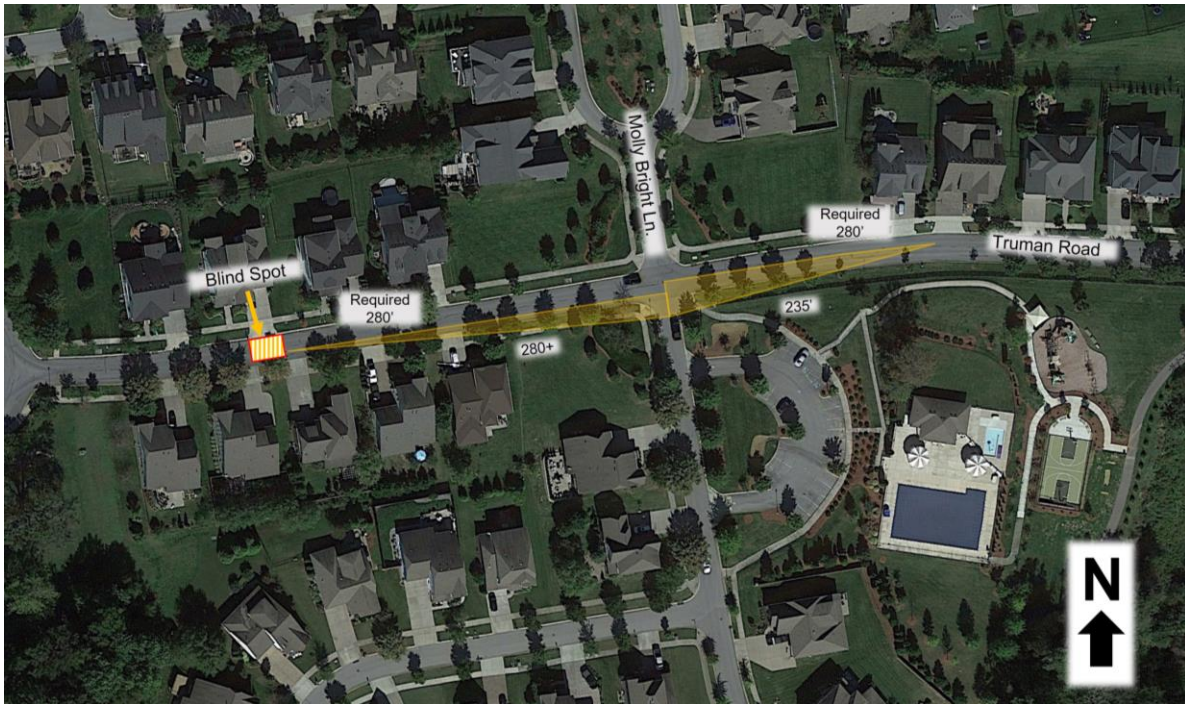


Figure 4: Sight Distance for NB Approach off of Molly Bright Ln.

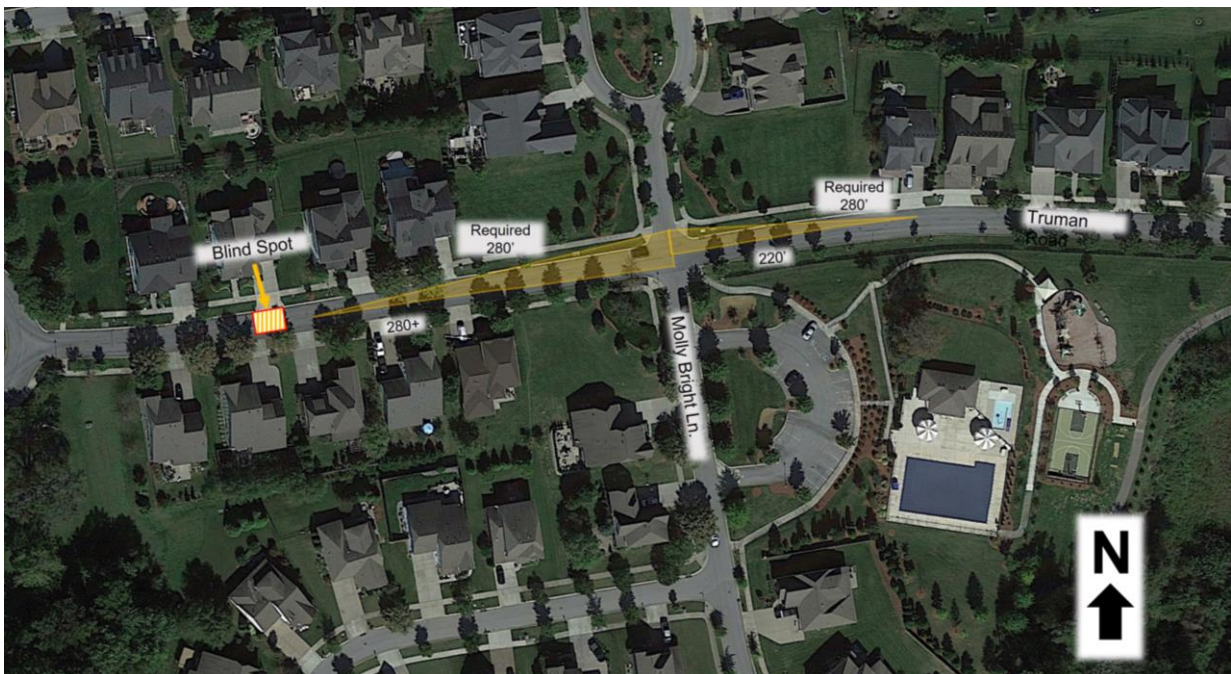


Figure 5 Sight Distance for SB Approach off of Molly Bright Ln.

Sight distance limitations in themselves do not trigger an immediate warrant for a multi-way stop condition for an intersection. In order to see if limited sight distance causes safety concern, crash data was pulled for the intersection for the past 3 years.

According to the crash history, there were three crashes found at this intersection in the last five years. Only two of these three crashes would likely be corrected by an all-way stop. The number of crashes that have occurred at this intersection does not meet the minimum crash requirement as outlined in the MUTCD multiway stop criteria.

Recommendations

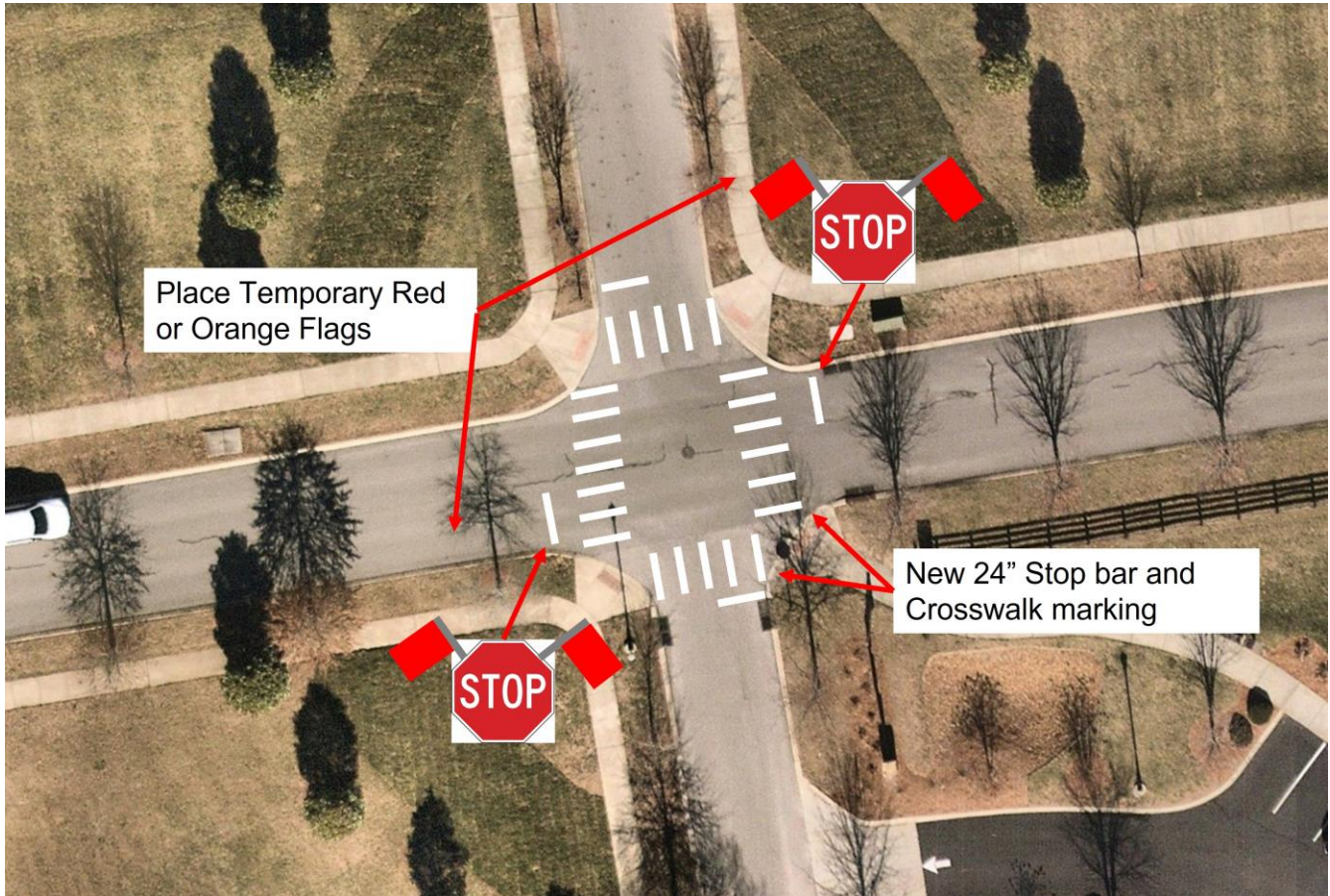
These streets are lower volume residential streets with pedestrian crossings at the subject intersection. As noted above, the sight distance for turning vehicles off of Molly Bright Lane onto Truman Road does not meet the conventional sight distance criteria at the posted speed of 25 mph, however, upon study of crash criteria for this intersection, there were two crashes found at the study intersection to support sight distance issues.

Children and families were observed to cross the unprotected legs of Truman Road at Molly Bright Lane. The closest controlled (stop condition) crossing near the vicinity of this intersection to cross Truman Road is located over 500' away.

This particular intersection does not meet **specific** MUTCD criteria used to install a multi-way stop condition. However, from the engineering study, there are sight distance limitations and lack of nearby protected crosswalks to cross Truman Road, especially since an amenity center is located adjacent to this intersection. Therefore, Engineering staff has no issue with a multiway stop condition for this intersection.

Since this has been requested by the HOA and since Engineering has no issues with the multiway stop condition for this intersection, an ordinance will be brought forward to the BOMA for their approval. If approved, the HOA will need to work with the City to implement such a crossing per Exhibit A. If the ordinance is approved, the HOA would be required to purchase and install stop sign posts, including their neighborhood decorative posts, and the City could provide pavement markings as necessary per Exhibit A. Coordination with the Streets Department is required.

EXHIBIT A





City of Franklin

109 3rd Ave S.
Franklin, TN 37064
(615) 791-3217

File #: 21-04595

DATE: April 24, 2023
TO: Capital Investment Committee
FROM: Eric Stuckey, City Administrator
Steve Grubb, Director of Streets
Paul Holzen, Director of Engineering
Jerry Hatcher, Assistant Director of Streets

SUBJECT:

Consideration Of Resolution 2023-36, A Resolution Authorizing The City Administrator To Enter Into A Term Contract (COF Contract No. 2022-0301) For Roadway Asphalt Paving With Four Star Paving, LLC

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2023-36.

BACKGROUND/STAFF COMMENTS:

The City of Franklin periodically bids out term maintenance contractors. This contract is for roadway asphalt paving and can be used by any city department. On April 20, 2023, sealed bids for the Term Contract (COF Contract No. 2022-0301) were received by the City's Street Department and were publicly opened and read aloud. Bids were received from five (5) bidders, with Four Star Paving being the apparent low bidder, with a bid amount of \$4,903,480.00. After careful review and tabulation of all submitted bids, City staff recommends award of this Term Contract (COF Contract No. 2022-0301) to Four Star Paving in the amount of \$4,903,480.00.

FINANCIAL IMPACT:

This contract is set up on an as-needed basis, administered by the Street Dept. The bid package was based on general use quantities utilizing historical data. This contract is generally funded through the annual budget process.

RECOMMENDATION:

Staff recommends that Resolution 2023-36 be recommended to the Board of Mayor and Aldermen for approval.

RESOLUTION 2023-0036

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A TERM CONTRACT
(COF 2022-0301) FOR ROADWAY ASPHALT PAVING**

WHEREAS, the Term Contract (COF 2022-0301) for Roadway Asphalt Paving may be utilized by any City Department for the maintenance of asphalt pavements; and

WHEREAS, the unit prices contained within the Term Contract (COF 2022-0301) generally include the labor, materials, and equipment necessary to perform the work as listed in the contract; and

WHEREAS, on April 20, 2023, sealed bids for the Term Contract (COF 2022-0301) were received by the City's Street Department at City Hall, 109 3rd Avenue South, Franklin, Tennessee 37064 and were publicly opened and read; and

WHEREAS, after an analysis of the competitive bid process, City staff recommends award of the Term Contract (COF 2022-0301) to Four Star Paving, LLC, who is the low bidder, based upon a bid amount of \$4,903,480.00; and

WHEREAS, the quantities listed in the bid documents are not guaranteed work and are simply used to obtain an accurate bid comparison; and

WHEREAS, the funding to be authorized for expenditure in associate with COF Contract No. 2022-0301 shall be approved by the City of Franklin Board of Mayor and Aldermen as either a part of the City's Annual Operating & Capital Equipment Budget, Capital Project Budgets or via a separate Resolution or Ordinance.

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that:

Section 1. Approval is granted to award the Term Contract (COF 2022-0301) for Facilities Asphalt Paving and Utility Cut Patch Repair to Four Star Paving, LLC.

Section 2. The City Administrator, Assistant City Administrators, and Department Directors are hereby authorized to review and approve the spending of funds programmed for the construction and maintenance of City infrastructure via the Term Contract (COF 2022-0301).

Section 3. The Street Department Director is hereby authorized to execute change orders to add work items to the contract that conform to the original intent of the work as bid.

Section 4. The City Administrator is authorized to execute COF Contract No. 2022-0301 upon approval as to form by the City Attorney.

Section 5. The City Administrator is hereby authorized to extend the contract duration by one (1) year, up to a maximum of two (2) one (1) year extensions.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2023.

Law Dept Approved (2) 05.05.23

ATTEST:

By: _____
Eric S. Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
William E. Squires, Assistant City
Attorney



Roadway Asphalt Paving
COF Contract No. 2022-0301

BID OPENING - Apparent Bid Results (UNOFFICIAL)
Thursday, April 20, 2023 @ 2:00 PM (CST)

NAME	BASE BID
AMI Construction	No Bid
Civil Constructors	No Bid
Four Star Paving	\$4,903,480.00
Rogers Group, Inc	\$6,272,028.00
Sessions Paving Company	\$6,201,710.00
TN Valley Paving	\$5,112,400.00
Volunteer Paving	\$6,807,940.80



File #: 21-04633

DATE: May 2, 2023
TO: Board of Mayor and Aldermen
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
David Hodnett, Staff Engineer

SUBJECT:

Consideration Of Resolution 2023-39, A Resolution To Award The Bundled Bridges Construction & Rehabilitation Contract (COF Contract No. 2023-0024) To Bell & Associates Construction, LLC In The Amount Of \$3,467,396.10

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2023-39

BACKGROUND/STAFF COMMENTS:

The "Bundled Bridges Construction & Rehabilitation" contract (COF Contract No. 2023-0024) generally consists of the expansion, replacement, and/or rehabilitation of City-owned bridges at five (5) individual job sites. These jobs sites include:

1. West Main Street (SR-246) over West Main Branch (COF Job No. 2019-013) - Slab Bridge Widening,
2. Pratt Lane over Five Mile Creek (COF Job No. 2020-013) - Demolition / Removal of Span Bridge & Slab Bridge Construction,
3. Spencer Creek Road over Deerfield Branch (COF Job No. 2021-011) - Corrugated Metal Pipe (CMP) Removal & Box Culvert Construction,
4. Bakers Bridge Avenue Overpass of Interstate 65 (COF Job No. 2023-001) - Bridge Approach Repairs, and
5. Mallory Lane over South Prong (COF Job No. 2023-002) - Bridge Approach Repairs.

Two (2) of the job sites, West Main Street (SR-246) and Pratt Lane, were approved to proceed via the passage of Resolution 2019-68, which adopted the project list of the fiscal years (FYs) 2019-2028 Capital Investment Program (CIP). The remaining three (3) job sites, while more recently identified maintenance concerns, are still critically important to address. It is staff's belief that combining these "smaller" job sites into one (1) "larger" construction contract would spur more interest by contractors and lead to more competitive bid prices.

This contract was advertised for bids in the Sunday, April 2, 2023 edition of the *The Tennessean* newspaper. Bids were received on Monday, May 8, 2023. After careful review and tabulation of the submitted Bids, staff recommends award, via Resolution 2023-39, of the "Bundled Bridges Construction & Rehabilitation" contract (COF Contract No. 2023-0024) to the apparent low bidder, Bell & Associates Construction, LLC, in the amount of \$3,467,396.10.

FINANCIAL IMPACT:

The total bid price of this construction contract (COF Contract No. 2023-0024) is \$3,467,396.10. To date, project design expenses have been paid from a combination of the Capital Projects Fund, General Ledger (GL) code 310, and the General Fund, GL code 110. However, the Finance and Administration Departments will determine the final source(s) and breakdown of funds for project construction expenses.

RECOMMENDATION:

Staff recommends that Resolution 2023-39 be recommended to the Board of Mayor and Aldermen for approval.

RESOLUTION 2023-39

A RESOLUTION TO AWARD THE BUNDLED BRIDGES CONSTRUCTION & REHABILITATION CONTRACT (COF CONTRACT NO. 2023-0024) TO BELL & ASSOCIATES CONSTRUCTION, LLC IN THE AMOUNT OF \$3,467,396.10.

WHEREAS, the Bundled Bridges Construction & Rehabilitation contract (COF Contract No. 2023-0024) generally consists of the expansion, replacement, and/or rehabilitation of bridges at the following five (5) individual job sites:

COF Job No.	Location	Description
2019-013	West Main Street (SR-246) (West Main Branch)	Slab Bridge Widening
2020-013	Pratt Lane (Five Mile Creek)	Demolition/Removal of Span Bridge & Slab Bridge Construction
2021-011	Spencer Creek Road (Deerfield Branch)	Corrugated Metal Pipe (CMP) Removal & Box Culvert Construction
2023-001	Bakers Bridge Avenue (Overpass of Interstate 65)	Bridge Approach Repairs
2023-002	Mallory Lane (South Prong)	Bridge Approach Repairs

WHEREAS, on Monday, May 8, 2023, sealed bids for the “Bundled Bridges Construction & Rehabilitation” contract (COF Contract No. 2023-0024) were received by the City of Franklin Engineering Department at City Hall, 109 3rd Avenue South, Franklin, Tennessee 37064, were publicly opened, and were read aloud; and

WHEREAS, after careful review and tabulation of all submitted bids, City staff recommends award of the “Bundled Bridges Construction & Rehabilitation” contract (COF Contract No. 2023-0024) to the low bidder, Bell & Associates Construction, LLC, in the bid amount of Three Million Four Hundred Sixty-Seven Thousand Three Hundred Ninety-Six and 10/100 Dollars (\$3,467,396.10); and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

Approval is granted to award the “Bundled Bridges Construction & Rehabilitation” contract (COF Contract No. 2023-0024) to Bell & Associates Construction, LLC in the amount of Three Million Four Hundred Sixty-Seven Thousand Three Hundred Ninety-Six and 10/100 Dollars (\$3,467,396.10).

IT IS SO RESOLVED AND DONE on this _____ day of _____, 2023.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
William E. Squires
Assistant City Attorney

**Bundled Bridges****COF Contract No. 2023-0024***(COF Project Nos. 2019-013, 2020-013, 2021-011, 2023-001 & 2023-002)***BID OPENING - Apparent Bid Results (UNOFFICIAL)****May 8, 2023 @ 1:00 PM (CDT)**

NAME	BASE BID
Bell & Associates Construction, LLC	\$3,467,396.10
Jamison Construction, LLC	\$3,736,437.35
Dement Construction Company, LLC	No Bid
Volunteer Paving, LLC	No Bid

Bid Tabulation Page 1 of 4 5/8/2023 1:00:00 PM

BID TABULATION for COF Contract No. 2022-0083																	
Bundled Bridges (COF Project Nos. 2019-013, 2020-013, 2021-011, 2023-001 & 2023-002) (Revision X Per Addendum X)																	
ITEM NO. ITEM DESCRIPTION UNIT EST. QTY.				COST ESTIMATES						CONTRACTOR BIDS							
				TDOT (2022) PRICING		CITY STAFF		AVERAGE		BELL & ASSOCIATES CONST LLC		JAMISON CONSTRUCTION LLC		Contractor 3		Contractor 4	
712-01	TRAFFIC CONTROL	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 60,000.00	\$ 60,000.00	\$ 155,000.00	\$ 155,000.00				
712-01.51	PORTABLE BARRIER RAIL DELINEATOR (DOUBLE)	EACH	11	\$ 19.21	\$ 211.31	\$ 23.05	\$ 253.57	\$ 21.13	\$ 232.44	\$ 12.00	\$ 132.00	\$ 25.00	\$ 275.00				
712-02.02	INTERCONNECTED PORTABLE BARRIER RAIL	L.F.	90	\$ 41.15	\$ 3,703.50	\$ 49.38	\$ 4,444.20	\$ 45.27	\$ 4,073.85	\$ 40.00	\$ 3,600.00	\$ 70.00	\$ 6,300.00				
712-02.60	TEMPORARY WZ CRASH CUSHION (MASH TL-3)	EACH	2	\$ 9,109.23	\$ 18,218.46	\$ 10,931.08	\$ 21,862.15	\$ 10,020.15	\$ 20,040.31	\$ 8,000.00	\$ 16,000.00	\$ 10,000.00	\$ 20,000.00				
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	75	\$ 34.89	\$ 2,616.75	\$ 41.87	\$ 3,140.10	\$ 38.38	\$ 2,878.43	\$ 50.00	\$ 3,750.00	\$ 50.00	\$ 3,750.00				
712-04.10	TEMPORARY FLEXIBLE TUBULAR DELINEATOR	EACH	50	\$ 41.67	\$ 2,083.50	\$ 50.00	\$ 2,500.20	\$ 45.84	\$ 2,291.85	\$ 40.00	\$ 2,000.00	\$ 40.00	\$ 2,000.00				
712-04.50	BARRIER RAIL DELINEATOR	EACH	11	\$ 18.79	\$ 206.69	\$ 22.55	\$ 248.03	\$ 20.67	\$ 227.36	\$ 11.00	\$ 121.00	\$ 18.00	\$ 198.00				
712-05.01	WARNING LIGHTS (TYPE A)	EACH	27	\$ 33.01	\$ 891.27	\$ 39.61	\$ 1,069.52	\$ 36.31	\$ 980.40	\$ 50.00	\$ 1,350.00	\$ 45.00	\$ 1,215.00				
712-06	SIGNS (CONSTRUCTION)	S.F.	996	\$ 8.79	\$ 8,754.84	\$ 10.55	\$ 10,505.81	\$ 9.67	\$ 9,630.32	\$ 10.00	\$ 9,960.00	\$ 11.00	\$ 10,956.00				
712-07.02	TEMPORARY BARRICADES (TYPE II)	L.F.	8	\$ 17.19	\$ 137.52	\$ 20.63	\$ 165.02	\$ 18.91	\$ 151.27	\$ 11.00	\$ 88.00	\$ 40.00	\$ 320.00				
712-07.03	TEMPORARY BARRICADES (TYPE III)	L.F.	300	\$ 18.19	\$ 5,457.00	\$ 21.83	\$ 6,548.40	\$ 20.01	\$ 6,002.70	\$ 20.00	\$ 6,000.00	\$ 36.00	\$ 10,800.00				
712-08.03	ARROW BOARD (TYPE C)	EACH	2	\$ 1,314.80	\$ 2,629.60	\$ 1,577.76	\$ 3,155.52	\$ 1,446.28	\$ 2,892.56	\$ 880.00	\$ 1,760.00	\$ 1,200.00	\$ 2,400.00				
712-09.04	REMOVABLE PAVEMENT MARKING (STOP LINE)	L.F.	10	\$ 32.45	\$ 324.50	\$ 38.94	\$ 389.40	\$ 35.70	\$ 356.95	\$ 44.00	\$ 440.00	\$ 28.00	\$ 280.00				
712-09.09	REMOVABLE PAVEMENT MARKING (4" LINE)	L.F.	6,510	\$ 5.00	\$ 32,550.00	\$ 6.00	\$ 39,060.00	\$ 5.50	\$ 35,805.00	\$ 4.40	\$ 28,644.00	\$ 4.50	\$ 29,295.00				
713-02.21	SIGN POST DELINEATION ENHANCEMENT	L.F.	7	\$ 5.90	\$ 41.30	\$ 7.08	\$ 49.56	\$ 6.49	\$ 45.43	\$ 7.00	\$ 49.00	\$ 8.00	\$ 56.00				
713-11.02	PERFORATED/KNOCKOUT SQUARE TUBE POST	LB.	74	\$ 6.06	\$ 448.44	\$ 7.27	\$ 538.13	\$ 6.67	\$ 493.28	\$ 8.00	\$ 592.00	\$ 8.00	\$ 592.00				
713-11.21	P POST SLIP BASE	EACH	3	\$ 522.10	\$ 1,566.30	\$ 626.52	\$ 1,879.56	\$ 574.31	\$ 1,722.93	\$ 650.00	\$ 1,950.00	\$ 700.00	\$ 2,100.00				
713-13.02	FLAT SHEET ALUMINUM SIGNS (0.080" THICK)	S.F.	23	\$ 15.95	\$ 366.85	\$ 19.14	\$ 440.22	\$ 17.55	\$ 403.54	\$ 20.00	\$ 460.00	\$ 16.00	\$ 368.00				
713-15-36	REMOVE SIGN, SUPPORT & FOOTING	EACH	5	\$ 72.82	\$ 364.10	\$ 87.38	\$ 436.92	\$ 80.10	\$ 400.51	\$ 80.00	\$ 400.00	\$ 300.00	\$ 1,500.00				
713-16.01	CHANGEABLE MESSAGE SIGN UNIT	EACH	1	\$ 6,987.13	\$ 6,987.13	\$ 8,384.56	\$ 8,384.56	\$ 7,685.84	\$ 7,685.84	\$ 7,500.00	\$ 7,500.00	\$ 9,500.00	\$ 9,500.00				
716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	5	\$ 23.79	\$ 118.95	\$ 28.55	\$ 142.74	\$ 26.17	\$ 130.85	\$ 220.00	\$ 1,100.00	\$ 100.00	\$ 500.00				
716-10.07	PREFORMED PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	12	\$ 28.75	\$ 345.00	\$ 34.50	\$ 414.00	\$ 31.63	\$ 379.50	\$ 44.00	\$ 528.00	\$ 80.00	\$ 960.00				
716-12.01	ENHANCED FLATLINE THERMO PVMT MRKNG (4 INCH LINE)	L.M.	2	\$ 5,054.82	\$ 8,795.39	\$ 6,065.78	\$ 10,554.46	\$ 5,560.30	\$ 9,674.93	\$ 8,000.00	\$ 13,920.00	\$ 25,000.00	\$ 43,500.00				
716-12.02	ENHANCED FLATLINE THERMO PVMT MRKNG (6 INCH LINE)	L.M.	0	\$ 6,855.14	\$ 685.51	\$ 8,226.17	\$ 822.62	\$ 7,540.65	\$ 754.07	\$ 11,000.00	\$ 1,100.00	\$ 25,000.00	\$ 2,500.00				
717-01	MOBILIZATION	LS	1	\$ 121,707.83	\$ 121,707.83	\$ 136,607.34	\$ 136,607.34	\$ 129,157.59	\$ 129,157.59	\$ 355,000.00	\$ 355,000.00	\$ 278,360.00	\$ 278,360.00				
740-10.03	GEOTEXTILE (TYPE III) (EROSION CONTROL)	S.Y.	625	\$ 3.23	\$ 2,018.75	\$ 3.88	\$ 2,422.50	\$ 3.55	\$ 2,220.63	\$ 9.00	\$ 5,625.00	\$ 4.00	\$ 2,500.00				
740-11.02	TEMPORARY SEDIMENT TUBE 12 INCH	L.F.	366	\$ 5.74	\$ 2,100.84	\$ 6.89	\$ 2,521.01	\$ 6.31	\$ 2,310.92	\$ 4.00	\$ 1,464.00	\$ 5.00	\$ 1,830.00				
740-11.03	TEMPORARY SEDIMENT TUBE 18 INCH	L.F.	75	\$ 4.33	\$ 324.75	\$ 5.20	\$ 389.70	\$ 4.76	\$ 357.23	\$ 5.00	\$ 375.00	\$ 7.00	\$ 525.00				
801-01	SEEDING (WITH MULCH)	UNIT	9	\$ 60.56	\$ 545.04	\$ 72.67	\$ 654.05	\$ 66.62	\$ 599.54	\$ 40.00	\$ 360.00	\$ 140.00	\$ 1,260.00				
801-01.07	TEMPORARY SEEDING (WITH MULCH)	UNIT	18	\$ 31.85	\$ 573.30	\$ 38.22	\$ 687.96	\$ 35.04	\$ 630.63	\$ 40.00	\$ 720.00	\$ 150.00	\$ 2,700.00				
801-03	WATER (SEEDING & SODDING)	M.G.	9	\$ 161.22	\$ 1,450.98	\$ 193.46	\$ 1,741.18	\$ 177.34	\$ 1,596.08	\$ 200.00	\$ 1,800.00	\$ 100.00	\$ 900.00				
801-07	SEED (SUPPLEMENTAL APPLICATION)	LB.	17	\$ 10.00	\$ 170.00	\$ 12.00	\$ 204.00	\$ 11.00	\$ 187.00	\$ 13.00	\$ 221.00	\$ 12.00	\$ 204.00				
801-08	FERTILIZER (SUPPLEMENTAL APPLICATION)	TON	1	\$ 2,300.00	\$ 2,300.00	\$ 2,760.00	\$ 2,760.00	\$ 2,530.00	\$ 2,530.00	\$ 2,400.00	\$ 2,400.00	\$ 2,500.00	\$ 2,500.00				
803-01	SODDING (NEW SOD)	S.Y.	1,673	\$ 6.51	\$ 10,891.23	\$ 7.81	\$ 13,069.48	\$ 7.16	\$ 11,980.35	\$ 8.00	\$ 13,384.00	\$ 6.50	\$ 10,874.50				
795-05.99	FLOWABLE FILL (TRENCH PLUGS)	C.Y.	9	\$ 425.37	\$ 3,828.33	\$ 510.44	\$ 4,594.00	\$ 467.91	\$ 4,211.16	\$ 700.00	\$ 6,300.00	\$ 225.00	\$ 2,025.00				
795-11.12	RETIRE IN PLACE EXISTING WATER MAIN	L.F.	253	\$ 20.83	\$ 5,269.99	\$ 25.00	\$ 6,323.99	\$ 22.91	\$ 5,796.99	\$ 12.00	\$ 3,036.00	\$ 25.00	\$ 6,325.00				

BID TABULATION for COF Contract No. 2022-0083																	
Bundled Bridges (COF Project Nos. 2019-013, 2020-013, 2021-011, 2023-001 & 2023-002) (Revision X Per Addendum X)																	
ITEM NO. ITEM DESCRIPTION UNIT EST. QTY.				COST ESTIMATES						CONTRACTOR BIDS							
				TDOT (2022) PRICING		CITY STAFF		AVERAGE		BELL & ASSOCIATES CONST LLC		JAMISON CONSTRUCTION LLC		Contractor 3		Contractor 4	
795-14.01	CLASS A CONCRETE	C.Y.	3	\$ 561.00	\$ 1,683.00	\$ 673.20	\$ 2,019.60	\$ 617.10	\$ 1,851.30	\$ 1,500.00	\$ 4,500.00	\$ 1,000.00	\$ 3,000.00				
W1	12IN CLASS 350 DIP RESTRAINED JOINT WATER MAIN	L.F.	300	\$ 246.20	\$ 73,860.00	\$ 295.44	\$ 88,632.00	\$ 270.82	\$ 81,246.00	\$ 320.00	\$ 96,000.00	\$ 365.00	\$ 109,500.00				
W7	CONNECTION TO EXISTING 12" WATER MAIN	EACH	2	\$ 12,550.00	\$ 25,100.00	\$ 15,060.00	\$ 30,120.00	\$ 13,805.00	\$ 27,610.00	\$ 10,000.00	\$ 20,000.00	\$ 5,500.00	\$ 11,000.00				
W8	CUT & CAP/PLUG EXISTING 12" WATER MAIN	EACH	2	\$ 4,406.93	\$ 8,813.86	\$ 5,288.32	\$ 10,576.63	\$ 4,847.62	\$ 9,695.25	\$ 5,000.00	\$ 10,000.00	\$ 9,500.00	\$ 19,000.00				
W14	HYDRANT (DOMESTIC WATER) (INCLUDES 6" LEAD LINE, VALVE, AND VALVE BOX)	EACH	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 13,000.00	\$ 13,000.00				
COF-1	UTILITY RECORD DRAWINGS	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 12,000.00	\$ 12,000.00				
COF-2	CITY CONTINGENCY (ONLY TO BE USED AS DIRECTED AND AS APPROVED BY THE COF PROJECT MANAGER)	DOL	100,000	\$ 1.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00				
TOTALS:				TDOT (2022) ESTIMATE	\$ 2,555,864.42	CITY STAFF'S ESTIMATE	\$ 2,868,754.15	AVERAGE ESTIMATE	\$ 2,712,309.38	\$ 3,467,396.10		\$ 3,736,437.35			\$ -		\$ -

I hereby certify to the best of my knowledge that this a true and correct record with all errors and extension(s) of unit price(s) corrected.

David L. Hodnett
(Printed Name)

Capital Projects Manager
(Title)


(Signature)

5/8/23
(Date)



HISTORIC
FRANKLIN
TENNESSEE

PROJECT MANUAL

**Bundled Bridges Construction & Rehabilitation
COF Contract No. 2023-0024**

April 2023

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SECTION 00000
TABLE OF CONTENTS

DIVISION 0 – CONTRACT DOCUMENTS

00000	Table of Contents
00111	Advertisement for Bids
00200	Instructions to Bidders
00410	Bid Form for Construction Contracts
00411	Statement of License Certificate
00412	Drug Free Workplace Affidavit
00413	Iran Divestment Act Certification
00414	Non-Boycott of Israel Requirements
00430	Bid Bond (Penal Sum Form)
00453	Notice of Award
00520	Agreement Between Owner and Contractor for Construction Contract
00540	Retainage Agreement (Required on all contracts greater than or equal to \$500,000)
00550	EJCDC Notice to Proceed
00610	EJCDC Construction Performance Bond
00615	Payment Bond
00620	Contractor's Application for Payment
00625	Certificate of Substantial Completion
00626	Notice of Acceptability of Work
00700	Standard General Conditions of the Construction Contract (EJCDC 2018)
00940	Work Change Directive
00941	Change Order
00942	Field Order

Appendix A – Supplemental Specifications

Appendix B – Special Provisions

Appendix C - Permits

ATTENTION

It shall be the bidders' responsibility to confirm that the Proposal Contract contains all the documents indicated on the Table of Contents. Should any omissions occur, the appropriate documents may be obtained from the City of Franklin upon request.

END OF TABLE OF CONTENTS

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CITY OF FRANKLIN, TENNESSEE

ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN that the City of Franklin, Tennessee will receive sealed bids, subject to the conditions contained herein, in the **Building and Neighborhood Services (BNS) Department at Suite 110 of City Hall, 109 3rd Avenue South, Franklin, TN 37064 until 2:00 PM (CDT) on Monday, April 24, 2023**, at which time the Bids will be publicly opened and read aloud for the following Project:

BUNDLED BRIDGES CONSTRUCTION & REHABILITATION
(for COF Job Nos. 2019-013, 2020-013, 2021-011, 2023-001 & 2023-002)

COF Contract No: **2023-0024**

The Project generally consists of the furnishing of all materials, equipment and labor for the construction of the following Work: **existing corrugated metal pipe (CMP) culvert removal, demolition/removal of existing span bridge, construction of single-barrel concrete box culvert, construction of multi-barrel concrete slab bridge, widening of concrete slab bridge, bridge approach repairs, grading, paving, minor utility relocation, concrete flatwork, traffic control, striping, etc.**

The Issuing Office for the Bidding Documents is the Engineering Department for the City of Franklin, TN. Copies of the Contract Documents may be obtained at the Building and Neighborhood Services (BNS) Department, City Hall, 109 Third Ave South, Suite 110, Franklin, Tennessee, by paying a **non-refundable** fee of **\$100** per set of said Bidding Documents. Receipt of payment will place Bidder on an approved list. Prospective bidders may examine the Bidding Documents by visiting the City of Franklin, TN "Business Opportunities with the City" webpage.

<https://www.franklinton.gov/business/business-opportunities-with-the-city-1494>

Each Bid must be submitted on the Bid Form(s) provided in the Contract Documents along with the other documents required, including but not limited to the Drug Free Affidavit as required by T.C.A. § 50-9-113, and either accompanied by a Bid security, properly executed on the form provided or a Certified Check or Cashier's Check drawn on a National or Tennessee Bank in the amount of 5% of the Total Bid Price.

The envelope containing the vendors bid must be sealed and contain on the face of the envelope the word "BID", the name of the Project, Bidder's Name, license number, expiration date thereof and license classification in accordance with State law (TCA § 62-6-119). Masonry, electrical, plumbing, heating, ventilation, and air conditioning as well as any additionally required Subcontractors' name, license number, expiration date thereof, and license classification in accordance with State Law (TCA § 62-6-119), and the Time and Date of the Bid Opening shall also appear on the envelope. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

All Bidders' must be licensed contractors as required by the Contractor Licensing Act of 1976 (TCA Title 62, ch.6).

The City of Franklin, TN is an equal opportunity affirmative action employer, drug-free, with policies of nondiscrimination on the basis of race, sex religion, color, national or ethnic origin, age disability, or military service.

The City of Franklin does not discriminate on the basis of race, color national origin, age, sex or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities with regard to all aspects of this Contract. By submitting a Bid, the Bidder certifies and warrants they will also comply.

Bids received more than seventy-two (72) hours, excluding Saturdays, Sundays, and legal holidays before the time set for opening of bids, as well as bids received after the time set for opening of bids, shall not be considered and will be returned unopened.

The Owner reserves the right to revise or amend the Bidding Documents prior to the date set for the opening of Bids and the right to waive any informality in or to reject any and all bids. Bids lacking required documents or not submitted in accordance with Tennessee State Bidding Laws will be rejected and may subject bidder to a one (1) year ban from submittal on future City of Franklin, TN projects. For additional information call **David Hodnett, Project Manager, at (615) 791-3218 or by email at David.Hodnett@FranklinTN.gov.**

END OF ADVERTISEMENT FOR BID

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1— Defined Terms.....	1
Article 2— Bidding Documents.....	1
Article 3— Qualifications of Bidders.....	2
Article 4— Pre-Bid Conference	3
Article 5— Site and Other Areas; Existing Site Conditions; Examination of Site; Owner’s Safety Program; Other Work at the Site.....	3
Article 6— Bidder’s Representations and Certifications.....	5
Article 7— Interpretations and Addenda	6
Article 8— Bid Security	6
Article 9— Contract Times.....	6
Article 10— Substitute and “Or Equal” Items.....	7
Article 11— Subcontractors, Suppliers, and Others	7
Article 12— Preparation of Bid	8
Article 13— Basis of Bid	9
Article 14— Submittal of Bid.....	9
Article 15— Modification and Withdrawal of Bid.....	10
Article 16— Opening of Bids	10
Article 17— Bids to Remain Subject to Acceptance	10
Article 18— Evaluation of Bids and Award of Contract	10
Article 19— Bonds and Insurance.....	11
Article 20— Signing of Agreement.....	11

ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders with the Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.05 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not

guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
- C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.
 - 1. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.
 - 2. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
 - 3. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 5 days of Owner's request, Bidder must submit the following information:
 - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 Bidder shall refer to the Advertisement for Bids to determine if a pre-bid conference will be conducted for this Project and determine the time and location for the pre-bid conference.
- A. If the Advertisement or invitation to bid indicate there is a non-mandatory pre-bid conference, then representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
 - B. If the Advertisement or invitation to bid indicate there is a mandatory pre-bid conference, then, Representatives of Owner and Engineer will be present to discuss the Project. Proposals will not be accepted from Bidders who do not attend the conference. It is each Bidder's responsibility to sign in at the pre-bid conference to verify its participation. Bidders must sign in using the name of the organization that will be submitting a Bid. A list of qualified Bidders that attended the pre-bid conference and are eligible to submit a Bid for this Project will be issued in an Addendum.
- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.

- c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
- 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- 4. *Geotechnical Baseline Report/Geotechnical Data Report*: The Bidding Documents contain a Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR).
 - a. As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.
 - b. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.
 - c. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
 - d. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.
- B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

- A. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site. Bidder must conduct the required Site visit during normal working hours.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- D. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as indicated in the Advertisement for Bids.
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than three days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **5** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.

- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.
- 10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Engineer a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening.
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Engineer may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a 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.

- 11.04 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 and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, 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 subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must 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 must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person 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.
- 12.06 A Bid by an individual must show the Bidder’s name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.

- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure.

ARTICLE 13—BASIS OF BID

13.01 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 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.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 Each Bid must be submitted on the bid Form(s) provided in the Contract Documents along with the entire Project Manual and the other documents required, including but not limited to the Statement of License Certification, Drug Free Affidavit as required by T.C.A § 50-9-113, and either accompanied by a Bid Bond Form, properly executed on the form provided or a Certified Check or Cashier's Check drawn on a National or Tennessee Bank in the amount of 5% of the Total Bid Price.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid. The envelope containing the vendors bid must be sealed and contain on the face of the envelope the word "BID", the name of the Project, Bidder's Name, license number, expiration date thereof and license classification in accordance with State law (TCA § 62-6-119). Masonry, electrical, plumbing, heating, ventilation, and air conditioning as well as any additionally required Subcontractors' name, license number, expiration date thereof, and license classification in accordance with State Law (TCA § 62-6-119), and the Time and Date of the Bid Opening shall also appear on the envelope. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same 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. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

- 16.01 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.
- 16.02 Bids will be opened privately.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 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 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 *Evaluation of Bids*

- A. In evaluating Bids, Owner will consider whether 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.
- B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

BID FORM FOR CONSTRUCTION CONTRACT

(COF Contract No. 2023-0024)

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to the office of the **Building and Neighborhood Services (BNS) Department at Suite 110 of City Hall, 109 3rd Avenue South, Franklin, TN 37064**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents 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.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. The entire Project Manual;
 - B. Required Bid security;
 - C. Drug Free Affidavit;
 - D. Statement of License Certification;
 - E. Iran Divestment Act Certification;
 - F. Non-Boycott of Israel Certification.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Unit Price Bids*
- A. Bidder will perform the Work at the indicated unit prices on the Bid Form, as shown on **Exhibit A – Bid Form**.
 - B. Bidder acknowledges that:
 - 1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
 - 2. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

- A. This 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.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	4/21/23
2	5/4/23
3	5/5/23

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress,

and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. 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 collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Bell & Associates Construction, LLC
(typed or printed name of organization)

By:

(individual's signature)

Name:

Jeremy Mitchell

(typed or printed)

Title:

Executive Vice President / Member

(typed or printed)

Date:

May 8, 2023

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

Cynthia Maxwell

(individual's signature)

Name:

Cynthia Maxwell

(typed or printed)

Title:

Project Administrator

(typed or printed)

Date:

May 8, 2023

(typed or printed)

Address for giving notices:

P.O. Box 3163
Brentwood, TN 37024

Bidder's Contact:

Name:

Fred Clayton

(typed or printed)

Title:

Chief Estimator

(typed or printed)

Phone:

615-373-4343

Email:

fclayton@bellconstructioncompany.com

Address:

1000 Health Park Drive
Suite 150
Brentwood, TN 37027

Bidder's Contractor License No.: (if applicable)

41152

MODIFIED - EJCDC® C-410, Bid Form for Construction Contract.

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00410 - Bid Form for Construction Contracts

Page 4 of 4

BID FORM for Bundled Bridges Construction & Rehabilitation (COF Contract No. 2023-0024)										
EXHIBIT A - PART 1 of 2 - PROJECT ESTIMATED QUANTITIES (Revised Per Addendum No. 3 on May 5, 2023)										
FOOTNOTE(S)	ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY (Per Job and Total)						UNIT PRICE (\$)
				2020-013 (Pratt Ln)	2019-013 (West Main St)	2021-011 (Spencer Crk Rd)	2023-001 (Bakers Br Ave)	2023-002 (Mallory Ln)	TOTAL	
	105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	0.2	0.2	0.2	0.2	0.2	1	REDACTED
	201-01	CLEARING AND GRUBBING	LS	0.3	0.3	0.4			1	
26	202-01	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS		0.5	0.5			1	
	202-03.01	REMOVAL OF ASPHALT PAVEMENT	S.Y.			628			628	
	202-04.01	REMOVAL OF STRUCTURES (BR. NO. 940A2560001)	LS	1					1	
7,9	203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	1,583	88				1,671	
7,9	203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	527	23	240			790	
	203-03.10	SELECT GRANULAR MATERIAL	TON			102			102	
9	203-04	PLACING AND SPREADING TOPSOIL	C.Y.	113					113	
7,9	203-07	FURNISHING & SPREADING TOPSOIL	C.Y.	113	5	50			168	
	203-20.01	CHANNEL SUBSTRATE	C.Y.			41			41	
	204-08	FOUNDATION FILL MATERIAL	C.Y.			8			8	
1,7,9	209-03.21	FILTER SOCK (12 INCH)	L.F.		122				122	
1,7,9	209-05	SEDIMENT REMOVAL	C.Y.	34	17				51	
1,2,7,9	209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	2,000	467	80			2,547	
1,7,9	209-08.07	ROCK CHECK DAM	EACH	4					4	
1,7,9	209-08.08	ENCHANCED ROCK CHECK DAM	EACH	9	4				13	
1,7,9	209-09.03	SEDIMENT FILTER BAG (15' X 15')	EACH	2	2	2			6	
1,7,9	209-09.43	CURB INLET PROTECTION (TYPE 4)	EACH	2	5				7	
1,7,9	209-40.33	CATCH BASIN PROTECTION (TYPE D)	EACH	2	3				5	
1,7,9,10	209-65.04	TEMPORARY IN STREAM DIVERSION	L.F.	200	170				370	

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BID FORM for Bundled Bridges Construction & Rehabilitation (COF Contract No. 2023-0024)											
EXHIBIT A - PART 1 of 2 - PROJECT ESTIMATED QUANTITIES (Revised Per Addendum No. 3 on May 5, 2023)											
FOOTNOTE(S)	ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY (Per Job and Total)						UNIT PRICE (\$)	EXTENDED AMOUNT (\$)
				2020-013 (Pratt Ln)	2019-013 (West Main St)	2021-011 (Spencer Crk Rd)	2023-001 (Bakers Br Ave)	2023-002 (Mallory Ln)	TOTAL		
7,9,29	303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	818	96	473			1,387	REDACTED	
	303-01.01	GRANULAR BACKFILL (ROADWAY)	TON			557			557		
7,9,11	303-01.02	GRANULAR BACKFILL (BRIDGES)	TON	145	33				178		
1,3,7,8,9	303-10.01	MINERAL AGGREGATE (SIZE 57)	TON	15	11	10			36		
7,9,29	307-02.01	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING A	TON	238	27	193			458		
7,9,29	307-02.08	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING B-M2	TON	176	14	142			332		
7,9,29	402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	2	1	1			4		
7,9,29	402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	6	1	4			11		
7,9,29	403-02.01	TRACKLESS TACK COAT	TON	1	1	1	1		4		
7,9,29	411-02.10	ACS MIX (PG70-22) GRADING D	TON	120	35	67	62		284		
7,9,29	415-01.02	COLD PLANING BITUMINOUS PAVEMENT	S.Y.	299	325		534		1,158		
33	604-02.01	CLASS A CONCRETE (BOX BRIDGES)	C.Y.	298	51	56			405		
	604-02.03	EPOXY COATED REINFORCING STEEL	LB.	21,590	3,570	1,796			26,956		
34	604-03.02	STEEL BAR REINFORCEMENT (BRIDGES)	LB.	62,070	2,950	4,324			69,344		
12	604-04.01	APPLIED TEXTURE FINISH (NEW STRUCTURES)	S.Y.	603	79	81			763		
	604-04.10	GRAFFITI PROTECTION SYSTEM (NON-SACRIFICIAL)	S.Y.	603	79	81			763		
	604-10.44	EXPANSION JOINT REPAIRS	L.F.				106	155	261		
14	607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	L.F.	64	74				138		
14	607-39.02	18" PIPE CULVERT (SIDE DRAIN)	L.F.	58					58		
35	607-50.10	PRE-CAST CONCRETE BOX CULVERT (10' X 8')	L.F.			29			29		
	611-07.01	CLASS A CONCRETE (PIPE ENDWALLS)	C.Y.	3					3		

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BID FORM for Bundled Bridges Construction & Rehabilitation (COF Contract No. 2023-0024)											
EXHIBIT A - PART 1 of 2 - PROJECT ESTIMATED QUANTITIES (Revised Per Addendum No. 3 on May 5, 2023)											
FOOTNOTE(S)	ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY (Per Job and Total)						UNIT PRICE (\$)	EXTENDED AMOUNT (\$)
				2020-013 (Pratt Ln)	2019-013 (West Main St)	2021-011 (Spencer Crk Rd)	2023-001 (Bakers Br Ave)	2023-002 (Mallory Ln)	TOTAL		
	611-07.02	STEEL BAR REINFORCEMENT (PIPE ENDWALLS)	LB.	140						140	REDACTED
	611-07.31	18-INCH ENDWALL (SIDE DRAIN)	EACH	4						4	
	611-12.02	CATCH BASINS, TYPE 12, > 4' - 8' DEPTH	EACH		2					2	
	611-14.02	CATCH BASINS, TYPE 14, > 4' - 8' DEPTH	EACH	2						2	
	611-42.01	CATCH BASINS, TYPE 42, 0' - 4' DEPTH	EACH		1					1	
	611-42.02	CATCH BASINS, TYPE 42, > 4' - 8' DEPTH	EACH		1					1	
	617-02	BRIDGE DECK CRACK SEALANT	L.F.				105	100		205	
	617-05	SEALANT	GAL				3	3		6	
19,28	620-03.12	CONCRETE PARAPET (PEDESTRIAN RAIL)	L.F.	123	68					191	
7	701-01.01	CONCRETE SIDEWALK (4")	S.F.	7,628	245	248				8,121	
	701-01.02	CONCRETE SIDEWALK (6")	S.F.				278			278	
	701-02	CONCRETE DRIVEWAY	S.F.	298						298	
7	701-02.03	CONCRETE CURB RAMP	S.F.		96					96	
7,17	702-03	CONCRETE COMBINED CURB & GUTTER	C.Y.	64	10	6.5	1			82	
9	705-06.01	W-BEAM GUARDRAIL (TYPE 2) MASH TL-3	L.F.	112.5		100.0				213	
	705-06.10	GR TERMINALTRAILING END (TYPE 13) MASH TL-3	EACH			1				1	
	705-06.11	GUARDRAIL TERMINAL (TYPE IN-LINE) MASH TL-3	EACH			1				1	
	705-06.26	THRIE-BEAM BRIDGE TRANSITION MASH TL-2	EACH	4		4				8	
	705-06.30	GUARDRAIL TERMINAL (ENERGY ABSORBING) MASH TL-2	EACH	4		3				7	
	706-01	GUARDRAIL REMOVED	L.F.		28					28	
9	706-06.03	RADIUS RAIL	L.F.			15				15	

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BID FORM for Bundled Bridges Construction & Rehabilitation (COF Contract No. 2023-0024)											
EXHIBIT A - PART 1 of 2 - PROJECT ESTIMATED QUANTITIES (Revised Per Addendum No. 3 on May 5, 2023)											
FOOTNOTE(S)	ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY (Per Job and Total)						UNIT PRICE (\$)	EXTENDED AMOUNT (\$)
				2020-013 (Pratt Ln)	2019-013 (West Main St)	2021-011 (Spencer Crk Rd)	2023-001 (Bakers Br Ave)	2023-002 (Mallory Ln)	TOTAL		
9	707-03.01	STOCK FENCE (WWF)	L.F.	403						403	REDACTED
9	707-03.03	DRIVE GATE (STOCK FENCE)	EACH	3						3	
9	707-06.01	REMOVAL OF FENCE (WWF)	EACH	790						790	
1,4,8,9	709-05.05	MACHINED RIPRAP (CLASS A-3)	TON	50	40					90	
1,6,8	709-05.06	MACHINED RIPRAP (CLASS A-1)	TON	23						23	
	709-05.08	MACHINED RIPRAP (CLASS B)	TON	41		36				77	
13	710-09.01	6" PERFORATED PIPE WITH VERTICAL DRAIN SYSTEM	L.F.	163	40	34				237	
	710-09.02	6" PIPE UNDERDRAIN	L.F.	40	40	34				114	
27,36,37	712-01	TRAFFIC CONTROL	LS	0.2	0.2	0.2	0.2	0.2		1	
7,9,36,37	712-01.51	PORTABLE BARRIER RAIL DELINEATOR (DOUBLE)	EACH		11					11	
7,9,36,37	712-02.02	INTERCONNECTED PORTABLE BARRIER RAIL	L.F.		90					90	
7,9,36,37	712-02.60	TEMPORARY WZ CRASH CUSHION (MASH TL-3)	EACH		2					2	
7,9,36,37	712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH		25		50			75	
7,9,36,37	712-04.10	TEMPORARY FLEXIBLE TUBULAR DELINEATOR	EACH				50			50	
7,9,36,37	712-04.50	BARRIER RAIL DELINEATOR	EACH		11					11	
7,9,36,37	712-05.01	WARNING LIGHTS (TYPE A)	EACH	10	4	5	8			27	
7,9,36,37	712-06	SIGNS (CONSTRUCTION)	S.F.	192	254	171	117	262		996	
7,9,36,37	712-07.02	TEMPORARY BARRICADES (TYPE II)	L.F.					8		8	
7,9,36,37	712-07.03	TEMPORARY BARRICADES (TYPE III)	L.F.	84	48	84		84		300	
7,9,36,37	712-08.03	ARROW BOARD (TYPE C)	EACH				2			2	
7,9	712-09.04	REMOVABLE PAVEMENT MARKING (STOP LINE)	L.F.		10					10	

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BID FORM for Bundled Bridges Construction & Rehabilitation (COF Contract No. 2023-0024)										
EXHIBIT A - PART 1 of 2 - PROJECT ESTIMATED QUANTITIES (Revised Per Addendum No. 3 on May 5, 2023)										
FOOTNOTE(S)	ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY (Per Job and Total)						UNIT PRICE (\$)
				2020-013 (Pratt Ln)	2019-013 (West Main St)	2021-011 (Spencer Crk Rd)	2023-001 (Bakers Br Ave)	2023-002 (Mallory Ln)	TOTAL	
7,9	712-09.09	REMOVABLE PAVEMENT MARKING (4" LINE)	L.F.		520		5,990		6,510	REDACTED
7,9	713-02.21	SIGN POST DELINEATION ENHANCEMENT	L.F.		7				7	
7,9,30	713-11.02	PERFORATED/KNOCKOUT SQUARE TUBE POST	LB.		74				74	
31	713-11.21	P POST SLIP BASE	EACH		3				3	
7,9,32	713-13.02	FLAT SHEET ALUMINUM SIGNS (0.080" THICK)	S.F.		23				23	
7,9	713-15-36	REMOVE SIGN, SUPPORT & FOOTING	EACH		5				5	
7,9,36,37	713-16.01	CHANGEABLE MESSAGE SIGN UNIT	EACH			1			1	
7,9,18	716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.		5				5	
7,9,18	716-10.07	PREFORMED PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.		12				12	
7,9,18	716-12.01	ENHANCED FLATLINE THERMO PVMT MRKNG (4 INCH LINE)	L.M.	0.44		0.17	1.13		1.74	
7,9	716-12.02	ENHANCED FLATLINE THERMO PVMT MRKNG (6 INCH LINE)	L.M.		0.10				0.10	
	717-01	MOBILIZATION	LS	0.2	0.2	0.2	0.2	0.2	1	
1,5,7,8,9	740-10.03	GEOTEXTILE (TYPE III) (EROSION CONTROL)	S.Y.	336	216	73			625	
	740-11.02	TEMPORARY SEDIMENT TUBE 12 INCH	L.F.			366			366	
1,7,9	740-11.03	TEMPORARY SEDIMENT TUBE 18 INCH	L.F.	75					75	
1,7,9,15	801-01	SEEDING (WITH MULCH)	UNIT	4	1	4			9	
1	801-01.07	TEMPORARY SEEDING (WITH MULCH)	UNIT	13	1	4			18	
1,7,9	801-03	WATER (SEEDING & SODDING)	M.G.	4	2	3			9	
7,9,15	801-07	SEED (SUPPLEMENTAL APPLICATION)	LB.	5	2	10			17	
7,9,15	801-08	FERTILIZER (SUPPLEMENTAL APPLICATION)	TON	0.45	0.10	0.45			1	
7,9,15,16	803-01	SODDING (NEW SOD)	S.Y.	1,356	50	267			1,673	

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BID FORM for Bundled Bridges Construction & Rehabilitation (COF Contract No. 2023-0024)											
EXHIBIT A - PART 1 of 2 - PROJECT ESTIMATED QUANTITIES (Revised Per Addendum No. 3 on May 5, 2023)											
FOOTNOTE(S)	ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY (Per Job and Total)						UNIT PRICE (\$)	EXTENDED AMOUNT (\$)
				2020-013 (Pratt Ln)	2019-013 (West Main St)	2021-011 (Spencer Crk Rd)	2023-001 (Bakers Br Ave)	2023-002 (Mallory Ln)	TOTAL		
20,24	795-05.99	FLOWABLE FILL (TRENCH PLUGS)	C.Y.	9					9	REDACTED	
20	795-11.12	RETIRE IN PLACE EXISTING WATER MAIN	L.F.	253					253		
20,25	795-14.01	CLASS A CONCRETE	C.Y.	3					3		
20,21	W1	12IN CLASS 350 DIP RESTRAINED JOINT WATER MAIN	L.F.	300					300		
20,22	W7	CONNECTION TO EXISTING 12" WATER MAIN	EACH	2					2		
20	W8	CUT & CAP/PLUG EXISTING 12" WATER MAIN	EACH	2					2		
20,23	W14	HYDRANT (DOMESTIC WATER) (INCLUDES 6" LEAD LINE, VALVE, AND VALVE BOX)	EACH	1					1		
20	COF-1	UTILITY RECORD DRAWINGS	LS	1					1		
	COF-2	CITY CONTINGENCY (ONLY TO BE USED AS DIRECTED AND AS APPROVED BY THE COF PROJECT MANAGER)	DOL	N/A	N/A	N/A	N/A	N/A	100,000	1.00	100,000.00
BID TOTAL (IN FIGURES):										3,467,396. ¹⁰	

TOTAL BID PRICE (IN WORDS):

Three million, four hundred sixty seven thousand, three hundred ninety six dollars and ten cents

TOTAL BID PRICE (IN FIGURES):

\$3,467,396.¹⁰

EXHIBIT A - PART 1 of 2 - END PROJECT ESTIMATED QUANTITIES

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BID FORM for Bundled Bridges Construction & Rehabilitation
(COF Contract No. 2023-0024)

EXHIBIT A – PART 2 of 2 – FOOTNOTES

1. SEE SUBSECTION 209.07 OF THE STANDARD SPECIFICATIONS FOR MAINTENANCE REPLACEMENT. ALL ITEMS ARE TO BE USED AS DIRECTED BY THE ENGINEER.
2. INCLUDES 426 L.F. FOR SEDIMENT FILTER BAG (15' X 15').
3. INCLUDES 31.8 TON FOR SEDIMENT FILTER BAG (15' X 15') AND 4.2 TON FOR CULVERT PROTECTION (TYPE 1).
4. INCLUDES 90 TON TO BE USED FOR TEMPORARY CONSTRUCTION EXIT.
5. INCLUDES 365 S.Y. FOR SEDIMENT FILTER BAG (15' X 15') AND 140 S.Y. FOR TEMPORARY CONSTRUCTION EXIT.
6. INCLUDES 23 TON TO BE USED FOR CULVERT PROTECTION (TYPE 1).
7. ALL QUANTITIES TO BE USED AS DIRECTED BY THE ENGINEER.
8. ALL PAY ITEMS ASSOCIATED WITH TEMPORARY CONSTRUCTION EXITS SHALL INCLUDE COST FOR INSTALLATION, RELOCATION, AND REMOVAL OF TEMPORARY CONSTRUCTION EXITS.
9. QUANTITY CAN BE INCREASED OR DECREASED AS DIRECTED BY ENGINEER.
10. PAY ITEM INCLUDES ALL NECESSARY INCIDENTALS FOR STREAM DIVERSION AND DEWATERING AROUND WORK AREA.
11. GRANULAR BACKFILL SHALL BE CLASS "A" GRADING "D" MATERIAL (SEE STANDARD DRAWINGS STD 10-1, STD 10-2, AND STD 10-3 FOR MORE DETAILS).
12. INCLUDES COST OF ALL LABOR AND MATERIALS NECESSARY TO APPLY TEXTURE FINISH TO THE SURFACES OF THE NEW STRUCTURE.
13. COST OF POLYETHYLENE SHEETING AND ALL MISCELLANEOUS ITEMS NECESSARY FOR INSTALLATION TO BE INCLUDED IN THE UNIT PRICE BID FOR PERFORATED PIPE. (SEE STD 10-1 AND STD 17-17 FOR MORE DETAILS).
14. THE BEDDING AND BACKFILL MATERIAL SHALL BE INCLUDED IN THE COST OF THE PROPOSED PIPE CULVERT REGARDLESS OF LOCATION.

EXHIBIT A – PART 2 of 2 – FOOTNOTES (Continued)

15. USE OF “SEEDING (WITH MULCH)” VS “SODDING (NEW SOD)” FOR THE PURPOSE OF FINAL SITE STABILIZATION SHALL BE DETERMINED BY THE CITY OF FRANKLIN PROJECT MANAGER BASED ON THE ACTUAL SITE CONDITIONS AND TIME/SEASON OF THE YEAR.
16. SOD SHALL CONSIST OF ROLLS OF VIGOROUS GROWING DENSE PERENNIAL GRASS TURF. THE MINIMUM THICKNESS FOR GRASS SOD IS TWO INCHES. LAY THE SOD WITHIN 48 HOURS OF HARVEST.
17. INCLUDES COST OF ALL LABOR AND MATERIALS NECESSARY TO INSTALL CURB TRANSITIONS.
18. CONTRACTOR MAY ELECT TO SUBSTITUTE PREFORMED PLASTIC FOR THERMOPLASTIC. PREFORMED PLASTIC SHALL BE PAID FOR AT THE SAME UNIT PRICE AS BID FOR THERMOPLASTIC.
19. THE COST OF ALL MATERIALS AND LABOR NECESSARY FOR CONSTRUCTION OF THE PARAPET ABOVE THE TOP OF THE DECK SLAB AND THE FULL HEIGHT OF THE PARAPET AND ITS FOOTING(S) PAST THE END OF WINGWALL(S), NOT INCLUDING REINFORCING STEEL, TO BE PAID FOR UNDER CONCRETE PARAPET (PEDESTRIAN RAIL).
20. SEE SPECIAL PROVISION REGARDING UTILITY MEASUREMENT AND PAYMENT DATED JUNE 1, 2020.
21. INCLUDES ALL MATERIALS, LABOR, EQUIPMENT FOR COMPLETE INSTALLATION OF PIPE INCLUDING BUT NOT LIMITED TO TRAFFIC CONTROL, MATERIAL, EQUIPMENT, DI FITTINGS, GLANDS, BENDS, TRANSITION FITTINGS, RESTRAINT DEVICES, EXCAVATION IN BOTH UNCONSOLIDATED AND ROCK, REMOVAL AND REPLACEMENT OF UNSUITABLE SOIL, ENVELOPE/BEDDING MATERIAL, BACKFILLING, FLOWABLE FILL, THRUST BLOCKING, CONCRETE DEADMAN, PIPE FUSION, TRACER WIRE, WARNING TAPE, APPURTENANCES, TEMPORARY/PERMANENT SHORING, MAINTAINING THE TRENCH, TESTING, FLUSHING, DISINFECTION, BACTERIOLOGICAL SAMPLING, TEMPORARY/PERMANENT SURFACE RESTORATION AND ANY OTHER LABOR OR MATERIAL REQUIRED TO COMPLETE THE WORK AS SPECIFIED ON THE PLANS. WATER LINE SHALL BE FULLY RESTRAINED FOR THE ENTIRETY OF THE PROPOSED INSTALLATION.
22. INCLUDES ALL MATERIALS, LABOR, AND EQUIPMENT NECESSARY FOR CONNECTING TO AN EXISTING WATER MAIN.
23. INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT INCLUDING BUT NOT LIMITED TO MACHINERY, TOOLS OR APPARATUS NECESSARY FOR INSTALLATION OF ASSEMBLIES AS DESCRIBED IN THE PLANS AND SPECIFICATIONS.
24. FLOWABLE FILL FOR CHECK DAMS AND ENCASEMENT SHALL BE EXCAVATABLE. SEE DRAWING G-13 FOR ADDITIONAL INFORMATION.
25. SIX (6) INCHES OF CLASS “A” CONCRETE SHALL BE PLACED ABOVE THE PROPOSED FLOWABLE FILL ENCASEMENT AS A WATER MAIN CAP.

EXHIBIT A – PART 2 of 2 – FOOTNOTES (Continued)

26. TO INCLUDE THE COST OF REMOVAL OF ABANDONED EXISTING CONCRETE FOOTING (MIN. 2 FT. BELOW GRADE) AND REMOVAL AND REINSTALLATION OF EXISTING STACK STONE WALL (SEE SHEET 4 OF COF JOB NO. 2019-013 [WEST MAIN STREET] FOR ADDITIONAL DETAILS).
27. INCLUDES COST OF ALL LABOR, EQUIPMENT, AND MATERIALS TO HYDROBLAST EXISTING PAVEMENT MARKING LINES AS NEEDED & DIRECTED AT ALL JOB SITES AND TO SECURELY COVER ROBERTS STREET DURING STORM SEWER INSTALLATION FOR WEST MAIN STREET SITE.
28. THE COST OF ALL LABOR, EQUIPMENT, AND MATERIALS NECESSARY FOR CONSTRUCTION OF THE PARAPET ABOVE THE TOP OF THE DECK SLAB AND THE FULL HEIGHT OF THE PARAPET AND ITS FOOTING PAST THE END OF WINGWALLS, NOT INCLUDING REINFORCING STEEL, TO BE PAID FOR UNDER CONCRETE PARAPET (PEDESTRIAN RAIL).
29. THE FULL DEPTH PAVEMENT WIDTH SHALL BE ADJUSTED AT THE DIRECTION OF THE CITY OF FRANKLIN PROJECT MANAGER TO ENSURE THAT LONGITUDINAL JOINT IS NOT BENEATH A WHEEL PATH.
30. INCLUDES 22 LB. (9 L.F.) FOR RELOCATED NEIGHBORHOOD WATCH SIGN. (SEE CITY OF FRANKLIN STANDARD DWG. NO. RP-20 AND RP-21 FOR MORE DETAILS).
31. INCLUDES SLIP BASE FOR RELOCATED NEIGHBORHOOD WATCH SIGN. (SEE CITY OF FRANKLIN STANDARD DWG. NO RP-21 FOR MORE DETAILS).
32. INCLUDES EXTRUDED CROSS BRACKET FOR STREET NAME SIGN. (SEE CITY OF FRANKLIN STANDARD DWG. NO. RP-20 FOR MORE DETAILS).
33. INCLUDES 34 C.Y. FOR WINGWALLS, 11 C.Y. FOR PRE-CAST CONCRETE BOX CONNECTION TO WINGWALLS, AND 11 C.Y. FOR PARAPET WALLS.
34. INCLUDES 2,074 LB. FOR WINGWALLS AND 2,250 LB. FOR PRE-CAST CONCRETE BOX CONNECTION TO WINGWALLS.
35. CONNECTION OF PRE-CAST CONCRETE BOX TO WINGWALLS (5-FEET EITHER SIDE) WILL BE FORMED AND POURED.
36. INCLUDES ALL COSTS INCURRED BY CONTRACTOR TO RELOCATE/ADJUST TRAFFIC CONTROL ITEMS AS REQUIRED TO KEEP ALL SITES IN FULL COMPLIANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AT ALL TIMES DURING THE TERM OF THE CONTRACT.
37. THE CONTRACTOR SHALL ONLY BE PAID FOR THE MAXIMUM NUMBER OF TRAFFIC CONTROL DEVICES AT USE CONCURRENTLY ON THE CONTRACT AT ANY GIVEN TIME. THE COST TO PHASE AND/OR RELOCATE DEVICES TO ANOTHER JOB SITE SHALL BE INCLUDED IN THE COST OF ITEM NO. 712-01.

END EXHIBIT A – PART 2 of 2 – FOOTNOTES

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STATEMENT OF LICENSE CERTIFICATE
(COF Contract No. 2023-0024)

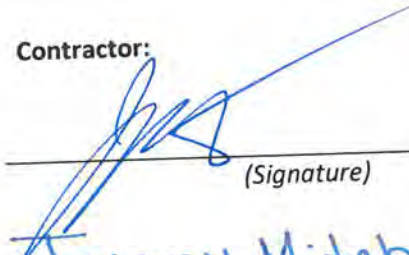
EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING:

This is to certify that Bell & Associates Const. LLC has fully complied with all requirements of Chapter 6 of Title 62 of the Tennessee Code Annotated. The Contractor's name, license number, expiration date of registration, and license classification appears on the envelope containing the Bid, and I understand otherwise the Bid will not be considered.

Masonry, electrical, plumbing, heating, ventilation, and air conditioning subcontractor's name, license number, expiration date of registration, and license classification likewise appears on the envelope containing the bid, and I understand otherwise the Bid will not be considered. I further understand that failure to follow Tennessee State Bidding Laws will result in my bid being rejected and may subject my future Bids to be banned for at least one (1) year from the date of submittal of this Bid.

Were issued Certificate No. 41152 on 12/2, 1997 by
the Tennessee State Board for Licensing Contractors.

Contractor:


(Signature)

Jeremy Mitchell
(Print Name)

Executive Vice President / Member
(Title)

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DRUG-FREE WORKPLACE AFFIDAVIT
(COF Contract No. 2023-0024)

STATE OF TN

COUNTY OF Davidson

The Undersigned, principal officer of Bell & Associates Const. LLC an employer of five (5) or more employees contracting with the City of Franklin, TN to provide construction services, hereby states under oath as follows:

- 1) The undersigned is a principal officer of Bell & Associates Const., LLC (hereinafter referred to as the "Contractor") and is duly authorized to execute this Affidavit on behalf of the Contractor.
- 2) The Contractor submits this Affidavit pursuant to T.C.A 50-9-113, which required each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services 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 Annotated.
- 3) The Contract is in compliance with T.C.A. 50-9-113

Further affiant saith not.


(Signature of Principal Officer)

Jeremy Mitchell
(Printed Name of Principal Officer)

Executive Vice President / Member
(Printed Contractor Name)

(Notary on following Page)

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STATE OF TN

COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public of said State and County, the within named Jeremy Mitchell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledge that he or she executed the within instrument for the purposes therein contained and who further acknowledged that he or she is the E.V.P. / Member of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand and seal this 8th day of May, 2023.

Cynthia Maxwell
Notary Public
My Commission Expires: 5/5/25



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IRAN DIVESTMENT ACT CERTIFICATION

By submission of a bid or proposal to the City of Franklin, the Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that neither they, nor any assignee of the resulting contract, is on the list created pursuant to T.C.A. § 12-12-106. The Bidder further certifies that it shall not utilize any subcontractor identified on the list created pursuant to T.C.A. § 12-12-106. This list is generated to identify entities ineligible to contract with the State of Tennessee or any political subdivision of the State pursuant to the Iran Divestment Act, T.C.A. §§ 12-12-101 – 113, and the current list may be found at the Tennessee Department of General Services, Central Procurement Office, website under the Public Information Library webpage at the following link:

<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>

This certification shall not be necessary and shall not apply to contracts valued at one thousand dollars (\$1,000.00) or less.

CERTIFICATION

(COF Contract No. 2023-0024)

The Bidder certifies that, to the best of its knowledge and belief, it is not on the Iran Divestment Act list as described above.



Signature

May 8, 2023

Date

Jeremy Mitchell

Printed Name

Executive Vice President / Member

Title

Bell & Associates Construction, LLC

Name of Firm/Company

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NON-BOYCOTT OF ISRAEL REQUIREMENTS

Tennessee Code Annotated § 12-4-119 (as enacted by Chapter 775 of the Public Acts of 2022) prohibits a public entity from entering into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel. This requirement does not apply to a contract with a total potential value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

CERTIFICATION

(COF Contract No. 2023-0024)

The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119

Signature

Date

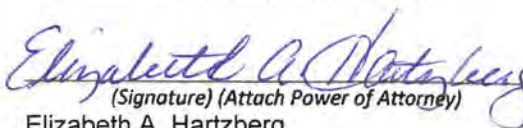
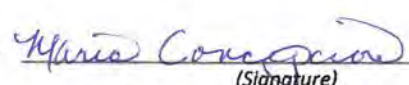
Printed Name

Title

Name of Firm/Company

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BID BOND (PENAL SUM FORM)

Bidder Name: Bell & Associates Construction, LLC Address (principal place of business): 1000 Health Park Drive Brentwood, TN 37027	Surety Name: Liberty Mutual Insurance Company Address (principal place of business): 175 Berkeley Street Boston, MA 02116
Owner Name: City of Franklin, TN Address (principal place of business): 109 3 rd Ave South Franklin, TN 37064	Bid Project (name and location): Bundled Bridges Construction & Rehabilitation (COF Contract No. 2023-0024) Spencer Creek Rd over Deerfield Branch; West Main St (SR-246) over West Main Branch, Pratt Ln over Five Mile Creek, Bakers Bridge Ave Overpass of I-65, and Mallory Ln over South Prong. Bid
Bond Penal Sum: Five Percent (5%) of Total Amount Bid -----(\$ 5%) Date of Bond: May 8, 2023	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Bell & Associates Construction, LLC <i>(Full formal name of Bidder)</i>	Surety Liberty Mutual Insurance Company <i>(Full formal name of Surety) (corporate seal)</i>
By:  <i>(Signature)</i> Name: <u>Jeremy Mitchell</u> <i>(Printed or typed)</i> Title: <u>Executive VP / Member</u>	By:  <i>(Signature) (Attach Power of Attorney)</i> Name: <u>Elizabeth A. Hartzberg</u> <i>(Printed or typed)</i> Title: <u>Attorney-in-Fact</u>
Attest:  <i>(Signature)</i> Name: <u>Cynthia Maxwell</u> <i>(Printed or typed)</i> Title: <u>Project Administrator</u>	Attest:  <i>(Signature)</i> Name: <u>Maria Concepcion</u> <i>(Printed or typed)</i> Title: <u>Asst. Vice President</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

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. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs 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 will 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 of 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 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 does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will 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 the Bid due date.
7. Any suit or action under this Bond shall be litigated in the Tennessee Judicial Circuit Court in and for Williamson, County, Tennessee, and the prevailing party in any such litigation shall be entitled to an award of all reasonable attorney's fees, expenses and court cost incurred by the prevailing party against the non-prevailing party, including reasonable attorney's fees, expenses and taxed costs in connection with any appeals.
8. Notices required hereunder must 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 Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will 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 of 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 will 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 governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204866

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Elizabeth A. Hartzberg

all of the city of Pittsburgh, state of Pennsylvania each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By:

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of May, 2023.



By:
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

NOTICE OF AWARD

CITY OF FRANKLIN, TN
109 3rd Ave South
Franklin, TN 37064

Date:
Owner Contract No.: **2023-0024**
Project Name: **Bundled Bridges Construction & Rehabilitation**
Bidder:
Bidder Address:

PROJECT: **Bundled Bridges Construction & Rehabilitation**, located in Franklin, TN for the **City of Franklin, TN**

The Owner has considered your Bid dated _____ for the above-described Contract, and you are the successful Bidder and are awarded a Contract for the above-described Project.

The Contract Price of the Contract is: \$ _____

In accordance with the Instructions to Bidders and General Conditions, the Owner is providing you with two unexecuted counterparts of the Agreement. Within 15 days thereafter, you must provide the following:

1. Bidder must execute and deliver two (2) counterparts of the Agreement;
2. Payment and Performance Bonds;
3. Deliver the certificates, endorsements and other evidence of insurance required in accordance with Article 6 of the General Conditions.

If you fail to comply with these conditions, the Owner will be entitled to consider you in default, annul this Notice of Award, and declare your Bid security forfeited. Within ten (10) days after you comply with the above conditions, Owner will return to you one (1) fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in the General Conditions.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Owner: City of Franklin, TN

Signature _____
Name: _____
Title: _____

Copy: Engineer

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**CONSTRUCTION AGREEMENT BETWEEN
OWNER AND CONTRACTOR (STIPULATED PRICE)
(COF Contract No. 2023-0024)**

This Agreement is by and between the City of Franklin, Tennessee ("Owner") and _____ ("Contractor").

Terms used in this Agreement have the meanings stated in the City of Franklin General Conditions of the Construction Contract ("General Conditions").

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified and indicated in the Contract Documents. The Work is generally described as follows: **existing drainage culvert removal, demolition/removal of existing span bridge, construction of single-barrel concrete box culvert, construction of multi-barrel concrete slab bridge, widening of concrete slab bridge, bridge approach repairs, grading, paving, minor utility relocation, concrete flatwork, traffic control, striping, etc.**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Bundled Bridges Construction & Rehabilitation**, which consists of the following five (5) individual job sites:

COF Job No.	Location	Description
2021-011	Spencer Creek Road <i>(Deerfield Branch)</i>	Corrugated Metal Pipe (CMP) Removal & Box Culvert Construction
2019-013	West Main Street (SR-246) <i>(West Main Branch)</i>	Slab Bridge Widening
2020-013	Pratt Lane <i>(Five Mile Creek)</i>	Demolition/Removal of Span Bridge & Slab Bridge Construction
2023-001	Bakers Bridge Avenue <i>(Overpass of Interstate 65)</i>	Bridge Approach Repairs
2023-002	Mallory Lane <i>(South Prong)</i>	Bridge Approach Repairs

ARTICLE 3— ENGINEER

- 3.01 The Owner has retained _____ ("Engineer") as Owner's design engineer for the Project. Engineer shall have only those duties, responsibilities, rights, and authority assigned to Engineer in the Contract Documents.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and Final Completion are of the essence of the Contract.

4.02 *Contract Times*

- A. The Work shall be substantially complete within **four hundred eighty (480) days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and finally complete within **ninety (90) days** after Substantial Completion.

4.03 *Milestones*

- A. If indicated below, parts of the Work shall be substantially completed on or before the following Milestone(s):

1. **Milestone 1:** "Individual Substantial Completion for COF Job No. 2021-011" (ISC²⁰²¹⁻⁰¹¹) within **One Hundred Twenty (120) Days** after the issuance of an "Individual Notice To Proceed" (INTP²⁰²¹⁻⁰¹¹) for said job site.
2. **Milestone 2:** "Individual Substantial Completion for COF Job No. 2019-013" (ISC²⁰¹⁹⁻⁰¹³) within **One Hundred Twenty (120) Days** after the issuance of an "Individual Notice To Proceed" (INTP²⁰¹⁹⁻⁰¹³) for said job site.
3. **Milestone 3:** "Individual Substantial Completion for COF Job No. 2020-013" (ISC²⁰²⁰⁻⁰¹³) within **One Hundred Eighty (180) Days** after the issuance of an "Individual Notice To Proceed" (INTP²⁰²⁰⁻⁰¹³) for said job site.
4. **Milestone 4:** "Individual Substantial Completion for COF Job No. 2023-001" (ISC²⁰²³⁻⁰⁰¹) within **Sixty (60) Days** after the issuance of an "Individual Notice To Proceed" (INTP²⁰²³⁻⁰⁰¹) for said job site.
5. **Milestone 5:** "Individual Substantial Completion for COF Job No. 2023-002" (ISC²⁰²³⁻⁰⁰²) within **Sixty (60) Days** after the issuance of an "Individual Notice To Proceed" (INTP²⁰²³⁻⁰⁰²) for said job site.

4.04 *Liquidated Damages and Bonus*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01, that Owner will suffer financial and other losses if the Work is not completed or any applicable Milestones are not achieved within the Contract Times, and that the extent of such losses is difficult to determine in advance. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal 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:

1. *Substantial Completion:* Contractor shall pay Owner One Thousand and 00/100 Dollars (**\$1,000.00**) for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete.
 2. *Completion of Remaining Work:* Contractor shall pay Owner One Thousand and 00/100 Dollars (**\$1,000.00**) for each day that expires after the time specified in Paragraph 4.02 for Final Completion until the Work is finally complete.
 3. *Milestones:* Contractor shall pay Owner **\$250** for each day that expires after the time specified in Paragraph 4.03 for achievement of any applicable Milestones until the applicable Milestone is achieved or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.04.A.1 shall apply, rather than the Milestone rate.
 4. Liquidated damages for failing to timely achieve any applicable Milestones, Substantial Completion, and Final Completion are mutually exclusive, and shall not be imposed concurrently. If at any time Contractor has failed to achieve more than one applicable Milestones and/or Contract Times, liquidated damages shall be calculated using the highest applicable rate in Paragraph 4.04.A.1, 2, or 3.
- B. The parties acknowledge and agree that the foregoing liquidated damages are a fair and reasonable estimate of the losses Owner will suffer in the event of delay by Contractor and are not a penalty. If Owner recovers liquidated damages for a delay by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages as set forth in Paragraph 4.05.
- C. *Bonus:* Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that, as a bonus for early completion, Owner shall pay Contractor One Thousand and 00/100 Dollars (**\$1,000.00**) for each day prior to the time specified in Paragraph 4.02 for Substantial Completion that the Work is substantially complete. The maximum value of the bonus shall be limited to One Hundred Thousand and 00/100 Dollars (**\$100,000.00**).

4.05 *Special Damages*

- A. Contractor shall reimburse Owner (1) for all fines and penalties imposed on Owner as a result of Contractor's failure to achieve Substantial Completion within the time specified in Paragraph 4.02 for Substantial Completion, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion, until the Work is substantially complete.
- B. Contractor shall reimburse Owner for all actual costs reasonably incurred by Owner in mitigating or avoiding delays and disruptions to the Work caused by or within the control of any of the Contractor Parties.
- C. After Contractor achieves Substantial Completion, if Contractor fails to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection,

and administrative services needed after the time specified in Paragraph 4.02 for Final Completion, until the Work is finally complete.

- D. The special damages imposed in this paragraph are in addition to any liquidated damages for delayed completion established in Paragraph 4.04.

ARTICLE 5—CONTRACT PRICE

- 5.01 Conditioned upon Contractor's performance and completion of the Work and other obligations in accordance with the Contract Documents, Owner shall pay Contractor as set forth in Article 6 for all Work at the price(s) stated in Contractor's Bid (attached as an exhibit to this Agreement), subject to adjustment under the Contract Documents.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment shall be processed by Owner as provided in the General Conditions.

6.02 *Progress Payments*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work, as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made, and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:

- a. Ninety-five percent (95%) of Work completed (with the balance being retainage); and
- b. Ninety-five percent (95%) of cost of materials and equipment purchased, but not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay the full amount due to Contractor for Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200% percent of Owner's estimate of the value of Work to be completed and corrected as shown on the punch list of items to be completed and corrected prior to Final Completion.

6.03 *Final Payment*

- A. Upon Final Completion and Owner's acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner shall not make final payment unless Contractor submits written consent of the surety to such payment.

ARTICLE 7—CONTRACT DOCUMENTS AND TECHNICAL DATA

7.01 *Contents of Contract Documents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. Supplementary Conditions, if any.
 4. General Conditions.
 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. The most recent edition of the following specifications as of the Effective Date of the Contract, except to the extent such specifications (i) do not apply based on the nature of the Project (e.g., road, bridge, street, water, or sewer), or (ii) conflict with another Contract Document identified in this Paragraph 7.01.A, in which case the conflicting provision of other Contract Document shall take precedence and control:
 - a. TDOT Standard Specifications for Road and Bridge Construction.
 - b. City of Franklin Street Specifications.
 - c. City of Franklin Water and Sanitary Sewer Specifications.
 7. Drawings listed on the attached sheet index.
 8. Addenda (numbers ___ to ___, inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - b. **[list other applicable exhibits]**
 10. The following, if issued or signed on or after the Effective Date of the Contract and not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond.

- B. The Contract Documents listed in Paragraph 7.01.A are incorporated by reference and are part of the Contract whether attached to this Agreement or not.
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented in a writing signed by Owner and as otherwise provided in the Contract Documents, and all such amendments, modifications, and supplementations are limited to the matters specifically addressed in the applicable writing. No one is authorized by Owner to orally amend, modify, supplement, or waive any provision, or any of Owner's or Contractor's duties and obligations under, the Contract Documents.
- E. Unless otherwise expressly stated, where reference is made in this Agreement or the General Conditions to a particular Paragraph or Article number, the reference refers to the corresponding Paragraph or Article in the document in which the reference appears.

7.02 Technical Data Regarding Existing Surface and Subsurface Conditions

- A. The following table lists the reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may reasonably rely: **[If there are no such reports, so indicate in the table.]**

Report Title	Date of Report	Technical Data
None	N/A	None

- B. The following table lists the drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may reasonably rely: **[If there are no such drawings, so indicate in the table.]**

Drawings Title	Date of Drawings	Technical Data
None	N/A	None

- C. Contractor may examine during regular business hours copies of reports and drawings identified in Paragraphs 7.02.A and 7.02.B that were not included with the Bidding Documents at **[109 3rd Ave South, Franklin, TN]**, or may request copies from Owner.

7.03 Technical Data Regarding Hazardous Environmental Conditions

- A. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may reasonably rely: **[If there are no such reports, so indicate in the table.]**

Report Title	Date of Report	Technical Data
None	N/A	None

Report Title	Date of Report	Technical Data

- B. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may reasonably rely: **[If there are no such drawings, so indicate in the table.]**

Drawings Title	Date of Drawings	Technical Data
None	N/A	None

- C. Contractor may examine during regular business hours copies of reports and drawings identified in Paragraphs 7.03.A and 7.03.B that were not included with the Bidding Documents at **[109 3rd Ave South, Franklin, TN]**, or may request copies from Owner.

ARTICLE 8—INSURANCE LIMITS

- 8.01 Contractor shall purchase and maintain the following types of insurance as more fully set forth in Article 6 of the General Conditions. Such insurance shall be written for not less than the limits set forth below.

A. *Commercial General Liability:*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

B. *Automobile Liability:*

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000

C. *Worker's Compensation and Employer's Liability*

Worker's Compensation and Employer's Liability	Policy limits of not less than:
State and Federal (as applicable)	Statutory Limit
Employer's Liability (accident – per occurrence)	\$1,000,000

Worker's Compensation and Employer's Liability	Policy limits of not less than:
Employer's Liability (disease – policy limit)	\$1,000,000
Employer's Liability (disease – policy limit)	\$1,000,000

D. Umbrella or Excess Liability:

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

ARTICLE 9—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

9.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that might affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that might affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Contract Documents or otherwise made available to Contractor with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions at or adjacent to the Site that have been identified in the Contract Documents or otherwise made available to Contractor, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and Technical Data, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to above, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other provisions of the Contract Documents.

8. Contractor 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 Contract Documents.
9. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents and Technical Data, and the resolution thereof by Owner or Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all requirements for performance of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performance of the Work as required by the Contract Documents.
12. Contractor is authorized to do business in Tennessee and is properly licensed and registered as necessary by or with all governmental and public and quasi-public authorities having jurisdiction over the Contractor, the Work, and the Project.
13. Contractor possesses a high level of experience, expertise, and competence in the business of administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of the Project, and shall perform the Work with the care, skill, and diligence of such a contractor.

9.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, bidding for, or entering into the Contract. For the purposes of this paragraph:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding or contracting process, (b) to establish Bid or Contract prices at artificial, non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding or contracting process.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement shall be effective on _____, 20__ (which is the Effective Date of the Contract).

OWNER:

City of Franklin, Tennessee

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Dr. Ken Moore
(typed or printed)

Title: Mayor
(typed or printed)

Attest: _____
(individual's signature)

By: Eric S. Stuckey, City Administrator
(typed or printed)

Address for giving notices:

109 3rd Avenue South, Suite 133

Franklin, TN 37064

Designated Representative:

Name: David Hodnett
(typed or printed)

Title: Staff Engineer 2 (Project Manager)
(typed or printed)

Address:

109 3rd Avenue South, Suite 133

Franklin, TN 37064

Phone: (615) 791-3218

Email: David.Hodnett@FranklinTN.gov

CONTRACTOR:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

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RETAINAGE AGREEMENT

(Required on all Contracts Greater than or equal to \$500,000)

COF Contract No. **2023-0024**

THIS AGREEMENT, made and entered into this ____ day of ____, 20____, by and among **City of Franklin** (“Owner”); ____ (“Contractor”); and ____, a corporation organized and existing under the laws of the United States of America, with offices located in ____ (“Bank”).

WITNESSETH:

WHEREAS, Owner and Contractor have heretofore entered COF Contract No. **2023-0024**, (the “Contract”), whereby Contractor will make improvements to certain real property of Owner, pursuant to a certain project known as **Bundled Bridges Construction & Rehabilitation** (“Project”) located in Franklin, Tennessee, with the contract providing that Owner is to retain a percent of all payment requests of Contractor, all as more specifically set forth in the Contract, to which specific reference is hereby made; and

WHEREAS, Owner and Contractor are desirous of creating an escrow account with Bank for the deposit of such retainage; and

WHEREAS, Bank has agreed to act as escrow agent to receive and hold the retainage paid to it until the receipt of a release or partial release by the Owner.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. Owner hereby agrees to pay all retainage held pursuant to the Contract to Bank, to be held in escrow by Bank in a separate interest-bearing account (the “Escrow Account”). Funds held will not be commingled with any other funds owned by Bank or any third party, but will at all times remain segregated and subject to identification as the particular funds deposited and held for the purposes of retainage for the Project.
2. The Escrow Account shall be owned by Contractor, except to the extent ownership thereof is affected by the assignment to Owner pursuant to the terms hereof.
3. Contractor shall and hereby does conditionally assign all its ownership interest in the Escrow Account, including its power to make withdrawals therefrom, to Owner. This conditional assignment shall terminate upon Owner’s execution of release, to the extent of such release.
4. So long as retainage remains on deposit and Contractor is not in default of Contract, all interest earned on deposited retainage shall go to the Contractor less any custodial care and servicing costs.
5. When Owner determines, upon the request of Contractor, in accordance with the provisions of the Contract, that Contractor is entitled to all or a portion of the retainage, Owner shall forward a written release to Bank, substantially in the forms attached hereto as Exhibit A or Exhibit B, whereupon all or a portion of the amounts held in the Escrow Account will be released and paid, together with any remaining interest thereon, to Contractor by Bank within 5 business days.

6. Should a dispute arise between Owner and Contractor whereby Owner fails to execute and deliver a release to Bank, Bank shall not be liable to either Owner or Contractor for failure to deliver the amounts on deposit in the Escrow Account, with interest thereon, to Contractor. Bank shall transfer the amounts on deposit in the Escrow Account to Owner upon Owner's written request and shall not be liable to Contractor for such action. In the event that litigation ensues between Owner and Contractor, Bank shall tender into the registry or custody of any court of competent jurisdiction all assets or property held by Bank pursuant to the terms of this Agreement, together with such pleadings as it deems appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement.
7. Bank may resign as Escrow Agent by providing notice to Owner. Upon termination, all money deposited shall be promptly transferred back to Owner.
8. Contractor will execute a retainage bank vendor form with the City's Finance Department no later than 5 business days from execution of this Agreement.
9. On a monthly basis, within the first week following the end of the prior month, Bank shall provide to the owner a statement of the dedicated escrow account. The statements will be reconciled by Owner. Should any discrepancies be found, Owner will alert Bank and Bank will have 10 business days to respond to Owner with their findings or resolution.
10. Bank shall be liable to the Owner for any loss suffered by the Owner as a result of the Bank's breach of this Agreement.
11. This Agreement supersedes any existing contract between the parties hereto relative to the matters contained herein.

City of Franklin

Signature: _____

Dr. Ken Moore
Mayor

Contractor

Signature: _____

Print Name: _____

Title: _____

Bank

Signature: _____

Print Name: _____

Title: _____

EXHIBIT A
Release

The undersigned, as owner of certain real property located in Franklin, Tennessee, which has been improved pursuant to a construction contract with _____ (“Contractor”), hereby certifies that Contractor has completed all work required of it, pursuant to such contract, and the undersigned hereby authorizes _____ (“**Bank**”) to release \$_____ {also type figure} paid in escrow pursuant to that certain retainage agreement between and among the undersigned, and Contractor and Bank, dated the _____ day of, _____ which agreement is specifically incorporated herein as reference. This release is executed for the sole purpose of releasing the amounts held in escrow as aforesaid and specifically does not nor shall it be construed to release or otherwise affect any claims or rights which the undersigned has or may have against Contractor pursuant to said contract or the work performed thereunder.

City of Franklin

Signature: _____

Dr. Ken Moore
Mayor

ATTEST:

Signature: _____

Print Name: _____

Title: _____

STATE OF TENNESSEE)

COUNTY OF _____)

Sworn to me before this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

(Seal)

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EXHIBIT B
Partial Release

The undersigned, as owner of certain real property located in Franklin, Tennessee, which has been improved pursuant to a construction contract with _____ (“Contractor”), hereby certifies that Contractor has completed a portion of all work required of it, pursuant to such contract, and the undersigned hereby authorizes _____ (“Bank”) to release \$_____, paid in escrow pursuant to that certain Retainage agreement between and among the undersigned, and Contractor and Bank, dated the _____ day of, _____ which agreement is specifically incorporated herein as reference. This release is executed for the sole purpose of releasing the amounts held in escrow as aforesaid and specifically does not nor shall it be construed to release or otherwise affect any claims or rights which the undersigned has or may have against Contractor pursuant to said contract or the work performed thereunder.

City of Franklin

Signature: _____

Dr. Ken Moore
Mayor

ATTEST:

Signature: _____

Print Name: _____

Title: _____

STATE OF TENNESSEE)

COUNTY OF _____)

Sworn to me before this _____ day of _____, 20_____.

Notary Public

My Commission Expires _____

(Seal)

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NOTICE TO PROCEED

City of Franklin, TN

Engineering Department
109 3rd Avenue South, Suite 133
Franklin, TN 37064

Date: _____

Project Name: _____

Bundled Bridges Construction & Rehab.

Owner's Contract No.: _____

2023-0024

Contractor: _____

Contractor Address: _____

_____**TO CONTRACTOR:**

You are notified that the Contract Times under the above Contract will commence to run on _____, the **Notice To Proceed Date**. In accordance with Article 4 of the Agreement, the Work shall be substantially complete within **Four Hundred Eighty (480)** days and finally complete within **Ninety (90)** days after Substantial Completion.

Before you may start any Work at Site, you shall address all items in Article 2 – Preliminary Matters of the General Conditions to include:

- 1) Delivery of Performance and Payment Bonds; Evidence of Insurance; and
- 2) Delivery of Preliminary Schedules; and
- 3) Conduct a Preconstruction Meeting to include City Staff, Engineer, impacted utility companies and other impacted stake holders as determined by the Engineer.

Authorized by Owner: City of Franklin, TN

By: **David Hodnett** _____

Signature: _____

(Project Manager Signature)

Title: **Staff Engineer 2 (Project Manager)** _____

Date Issued: _____

Copy: Engineer

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PERFORMANCE BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Franklin, TN Mailing address <i>(principal place of business)</i> : 109 3rd Avenue South Franklin, TN 37064	Contract Description <i>(name and Contract Number)</i> : Bundled Bridges Construction & Rehabilitation (COF Contract No. 2023-0024) Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☒ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____	By: _____
<i>(Signature)</i>	<i>(Signature)(Attach Power of Attorney)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____	Attest: _____
<i>(Signature)</i>	<i>(Signature)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. 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:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

- 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven 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 5.4, and the Owner refuses the payment, 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.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. 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 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of 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 periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
 - 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for 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 Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **NONE**

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PAYMENT BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Franklin, TN Mailing address <i>(principal place of business)</i> : 109 3rd Avenue South Franklin, TN 37064	Contract Description <i>(name and location)</i> : Bundled Bridges Construction & Rehabilitation (COF Contract No. 2023-0024) Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☒ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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1. The Contractor and 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 Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety

shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction 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 Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, 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 will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

- 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;
 - 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *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 Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction 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.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**

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To:City of FranklinEngineering Department109 Third Avenue SouthFranklin, TN 37064Attn: Robyn Freeman

From:

Invoice #:Unique # from Contractor

Estimate #:Pay App #1

Date:February 10, 2023

From Est. Period:January 1, 2023

To Est. Period:January 31, 2023

Project Name: Bundled Bridges Construction & Rehabilitation

Owner Contract Number: COF Contract No. 2023-0024

CONTRACTOR OR DULY AUTHORIZED REPRESENTATIVE APPLICATION FOR PAYMENT AND CERTIFICATION

To the best of my knowledge and belief, I certify that all items, unit quantities, and prices of work and materials shown on this Periodical Estimate are correct and all work has been performed and materials supplied in full accordance with the terms and conditions of the corresponding construction Contract documents between the undersigned as Contractor and the City of Franklin as Owner, and all authorized changes thereto; that the following is a true and correct statement of the contract amount up to and including the last day of the period covered by this estimate and that no part of the "Total Amount Due This Estimate" has been received.

Original Contract Amount:	\$	1. Value of Work Completed to date	\$
Plus/Minus Approved Change Orders		2. Stored Materials	\$
No. Dated:	\$	3. Total Completed and Stored to Date	\$
No. Dated:	\$	4. Retainage (5%)	\$
No. Dated:	\$	5. Total Earned Less Retainage	\$
		6. Less Previous Certificates for Payment	\$
Contract Amount to Date:	\$	7. Total Amount Due This Estimate	\$

I further certify that all claims outstanding as of the date against the undersigned as Contractor for Labor, Materials, and Expendable equipment employed in the performance of said contract up to this date have been paid in full in accordance with the requirements of said Contract.

Contractor: Title:

Signed: Date:

Engineer – Construction Management Section Approval

I certify that I have verified this Periodical Estimate and that to the best of my knowledge and belief it is a true and correct statement of work performed and material supplied under the Contract and that the Contractor's certified statement of his account and the amount due him is correct and just, and that all work and materials included in this Periodical Estimate have been performed in full accordance with the terms and conditions of the corresponding construction Contract Documents and authorized changes thereto.

Name (Print): Jon Carman Title: Construction Manager

Name (Signature): Date:

City of Franklin, TN Recommendation for Payment

Name (Print): David Hodnett Title: Project Manager

Name (Signature): Date:

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of Franklin, TN
Engineer:	City of Franklin, TN (COF) serving as "Engineer"
Contractor:	
Project Name:	Bundled Bridges Construction & Rehabilitation
Owners Contract No.:	COF Contract No. 2023-0024

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion:

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

Amendments to Contractor's Responsibilities: ☐ None ☐ As follows:

The following documents are attached to and made a part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (signature): _____

Name (printed): **David Hodnett**

Title: **Staff Engineer 2 (Project Manager)**

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NOTICE OF ACCEPTABILITY OF WORK

Owner: City of Franklin, TN
Engineer: City of Franklin, TN (COF) serving as "Engineer"
Contractor: _____
Project Name: Bundled Bridges Construction & Rehabilitation
Owners Contract No.: COF Contract No. 2023-0024
Effective Date of the Construction Contract: _____
Notice Date: _____

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____
Name (printed): David Hodnet
Title: Staff Engineer 2 (Project Manager)

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CITY OF FRANKLIN GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1—Definitions and Terminology.....	1
1.01 Defined Terms.....	1
1.02 Terminology	6
Article 2—Preliminary Matters	8
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance.....	8
2.02 Copies of Documents	8
2.03 Before Starting Construction	8
2.04 Preconstruction Conference; Designation of Authorized Representatives	9
2.05 Acceptance of Schedules	9
2.06 Electronic Transmittals	9
Article 3—Contract Documents: Intent, Requirements, Reuse	10
3.01 Intent.....	10
3.02 Reference Standards.....	10
3.03 Reporting and Resolving Discrepancies	11
3.04 Requirements of the Contract Documents.....	12
3.05 Reuse of Documents	12
Article 4—Commencement and Progress of the Work	12
4.01 Commencement of Contract Times; Notice to Proceed	12
4.02 Starting the Work.....	12
4.03 Reference Points	13
4.04 Progress Schedule	13
4.05 Delays in Contractor’s Progress	13
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions	16
5.01 Availability of Lands	16
5.02 Use of Site and Other Areas	17

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TOC Page 1 of 5

Law Approved TEMPLATE 03.09.20

Law Dept approved 04.04.23

5.03	Subsurface and Physical Conditions.....	18
5.04	Differing Subsurface or Physical Conditions	18
5.05	Underground Facilities.....	20
5.06	Hazardous Environmental Conditions	22
Article 6—Bonds and Insurance.....		23
6.01	Performance, Payment, and Other Bonds	23
6.02	Insurance—General Provisions	24
6.03	Contractor’s Insurance	26
6.04	Builder’s Risk and Other Property Insurance	28
6.05	Property Losses; Subrogation	29
6.06	Receipt and Application of Property Insurance Proceeds	30
Article 7—Contractor’s Responsibilities		31
7.01	Contractor’s Means and Methods of Construction	31
7.02	Supervision and Superintendence	31
7.03	Labor; Working Hours	31
7.04	Services, Materials, and Equipment	32
7.05	“Or Equals”	32
7.06	Substitutes	34
7.07	Concerning Subcontractors and Suppliers.....	35
7.08	Patent Fees and Royalties.....	36
7.09	Permits	37
7.10	Taxes	37
7.11	Laws and Regulations.....	37
7.12	Record Documents.....	38
7.13	Safety and Protection	38
7.14	Hazard Communication Programs	39
7.15	Emergencies.....	40
7.16	Submittals	40
7.17	Contractor’s General Warranty and Guarantee	43
7.18	Indemnification	44
7.19	Delegation of Professional Design Services	44
Article 8—Other Work at the Site.....		45

8.01	Other Work	45
8.02	Coordination	46
8.03	Legal Relationships.....	46
Article 9—Owner’s Responsibilities		47
9.01	Communications to Contractor	47
9.02	Replacement and Role of Engineer.....	47
9.03	Furnish Data	48
9.04	Pay When Due.....	48
9.05	Lands and Easements; Reports, Tests, and Drawings.....	48
9.06	Insurance.....	48
9.07	Change Orders	48
9.08	Inspections, Tests, and Approvals.....	48
9.09	Limitations on Owner’s Responsibilities	48
9.10	Undisclosed Hazardous Environmental Condition.....	48
9.11	Evidence of Financial Arrangements.....	48
9.12	Safety Programs	49
Article 10—Engineer’s and Owner’s Status During Construction.....		49
10.01	Authority of Engineer	49
10.02	Visits to Site.....	49
10.03	Determinations for Unit Price Work	49
10.04	Decisions on Requirements of Contract Documents and Acceptability of Work	49
10.05	Limitations on Engineer’s Authority and Responsibilities	49
10.06	Compliance with Safety Program.....	50
Article 11—Changes to the Contract		50
11.01	Amending and Supplementing the Contract	50
11.02	Change Orders	50
11.03	Work Change Directives.....	50
11.04	Field Orders.....	51
11.05	Owner-Authorized Changes in the Work	51
11.06	Unauthorized Changes in the Work.....	51
11.07	Change of Contract Price	51
11.08	Change of Contract Times.....	53

11.09	Change Proposals	53
11.10	Notification to Surety	54
Article 12—Claims		54
12.01	Claims	54
Article 13—Cost of the Work; Allowances; Unit Price Work		55
13.01	Cost of the Work	55
13.02	Allowances	59
13.03	Unit Price Work	59
Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work		60
14.01	Access to Work	60
14.02	Tests, Inspections, and Approvals	60
14.03	Defective Work	61
14.04	Acceptance of Defective Work	62
14.05	Uncovering Work	62
14.06	Owner May Stop the Work	62
14.07	Owner May Correct Defective Work	63
Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period		63
15.01	Progress Payments	63
15.02	Contractor’s Warranty of Title	66
15.03	Substantial Completion	66
15.04	Partial Use or Occupancy	67
15.05	Final Inspection	67
15.06	Final Completion and Payment	67
15.07	Waiver of Claims	69
15.08	Correction Period	69
Article 16—Suspension of Work and Termination		70
16.01	Owner May Suspend Work	70
16.02	Contractor Default; Owner May Terminate the Contract for Cause	70
16.03	Owner May Terminate the Contract for Convenience	71
16.04	Contractor May Stop Work or Terminate the Contract	72
Article 17—Final Resolution of Disputes		72
17.01	Methods and Procedures	72

Article 18—Miscellaneous	73
18.01 Giving Notice	73
18.02 Computation of Times.....	73
18.03 Cumulative Remedies	73
18.04 Limitation of Damages	73
18.05 No Waiver	73
18.06 Survival of Obligations	73
18.07 Controlling Law	73
18.08 Assignment of Contract.....	74
18.09 Successors and Assigns	74
18.10 Headings.....	74

CITY OF FRANKLIN

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, shall have the meaning indicated in the definitions in this Paragraph 1.01. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments that clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, signed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Owner, to request progress or final payments, and that is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document that is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Owner concerning the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract

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Page 1 of 74

Law Approved TEMPLATE 03.09.20

Law Dept approved 04.04.23

- Price or Contract Times; contesting the acceptability of Work under the Contract Documents; or seeking other relief with respect to the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Owner's decision regarding a Change Proposal.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Owner has made a determination regarding Final Completion.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituents of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, or any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning (a) pollution, (b) protection of human health or the environment, or (c) any hazardous, toxic, or otherwise dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and that together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work, as such days or dates might be adjusted or modified under the Contract.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Contractor Parties*—Contractor, its Subcontractors, Suppliers, and anyone directly or indirectly employed, retained or contracted by any of them, and anyone for whose acts any of them is responsible or liable with respect to the Project.
18. *Cost of the Work*—See Paragraph 13.01 for definition.
19. *Critical Path*—The sequence and duration of activities of Work that control the duration of the Project.
20. *Drawings*—The part of the Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
21. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

22. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
23. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
24. *Engineer*—The individual or entity named as such in the Agreement.
25. *Field Order*—A written order issued by Owner that requires minor changes in the Work but does not change the Contract Price or the Contract Times.
26. *Final Completion*—The stage at which all of Contractor's obligations under the Contract Documents, and specifically under Paragraph 15.06, have been satisfied and final payment is due from Owner to Contractor. The terms "finally complete" and "finally completed" as applied to the Work refer to Final Completion.
27. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that might present a danger to persons or property exposed thereto.
- a. The presence at the Site of materials that are necessary for the performance of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern that are part of the routine and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
28. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
29. *Liens*—Charges, liens, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
30. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
31. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

32. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times shall commence to run and on which Contractor shall start to perform the Work.
33. *Owner*—The City of Franklin, Tennessee.
34. *Owner Parties*—Owner and its executives, officers, managers, board members, agents, and employees.
35. *Progress Schedule*—A schedule prepared and maintained by Contractor in accordance with the Contract, describing the sequence and duration of the activities comprising Contractor's obligation to accomplish the Work within the Contract Times.
36. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work shall be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor in accordance with the Contract, of required submittals and the time requirements for review of the submittals.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor in accordance with the Contract, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner designated for the use of Contractor.
42. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
44. *Submittal*—A written or graphic document, prepared by or for Contractor, that the Contract Documents require Contractor to submit to Owner, or that is indicated as a Submittal in the Schedule of Submittals. Submittals include but are not limited to Shop Drawings and Samples; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project

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Page 4 of 74

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photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

45. *Substantial Completion*—The stage at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner, the Work (or a specified part thereof) is sufficiently complete in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be fully utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work. In addition to the foregoing, the Work shall not be considered to have achieved Substantial Completion until all of the following conditions have been met:
- a. All traffic lanes included as part of the Work, including shoulders and ramps, are in their final alignment, and the final wearing surface and all sidewalks, curbs, drainage features, markings, permanent safety appurtenances, lighting, traffic signals, and signing as shown in the Contract Documents have been installed.
 - b. All public utilities and private utility services included as part of the Work have been appropriately installed and successfully passed all required testing.
 - c. All final grading included as part of the Work is complete, and the Site has been 100% stabilized with permanent and temporary erosion and sediment control features.
 - d. The value of all remaining Work is less than 2.5% of the Contract Price, and the remaining Work will not affect the safety or operations of any infrastructure or roadway, and will not significantly impact the public.
46. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
47. *Supplementary Conditions*—Any part of the Specifications that purports to amend or supplement these General Conditions. These General Conditions shall take precedence and control over any such Supplementary Conditions, except with respect to any written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work.
48. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
49. *Technical Data*
- a. Those items expressly identified as Technical Data in the Agreement, with respect to (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site, including existing surface or subsurface structures (except Underground Facilities), and (2) Hazardous Environmental Conditions.
 - b. Data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth

in any geotechnical, environmental, or other Site or facilities conditions reports regarding the Site that are identified in the Contract Documents or otherwise made available to Contractor.

- c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

50. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

51. *Unit Price Work*—Work to be paid for on the basis of unit prices.

52. *Work*—The entire construction, including the various separately identifiable parts thereof, required to be provided under the Contract Documents. Work includes and is the result of, without limitation, performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and might include, without limitation, related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

53. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms*

- 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of judgment by Owner. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Owner as to the Work. It is intended that such exercise of judgment, action, or determination shall be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Owner any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake

responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

2. The Contract Documents frequently omit modifying words such as “all” and “any,” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. When used in the Contract Documents, unless the context clearly dictates otherwise, (1) the singular shall include the plural, and vice versa, (2) the use of the masculine, feminine or neuter gender shall include all other genders, as appropriate, and (3) the disjunctive “or” shall include the conjunctive “and,” and vice versa.
- C. *Day*: Except as otherwise specifically stated, the word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location approved by Owner) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, each as reasonably determined by Owner, even if the term “or both” is not expressed.

- G. *Set-Off*: As used in the Contract Documents, Owner's right to impose a "set-off" also includes, without limitation, Owner's right to payment and recovery of the pertinent amount from Contractor.
- H. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the policies, certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor one fully signed counterpart of the Agreement, and one copy in electronic portable document format (PDF).
- B. Owner shall maintain and safeguard at least one original printed version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed version of the Contract available to Contractor for review.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Owner for timely review a preliminary schedule including:
 - 1. The Critical Path.
 - 2. The planned start and completion dates for each activity, the duration of each activity, and the sequencing of all activities. If activities have durations of more than one updated period, break the activities into two or more activities distinguished by location or some other feature.
 - 3. Dates related to the procurement of materials, equipment and articles of special manufacture; and dates related to the submission of working drawings, plans and other data specified for review or approval by Owner.
 - 4. Dates related to key Owner inspections.
 - 5. Dates related to specified activities by the Owner and third parties, and times for starting and completing the various stages of Work, including but not limited to all Milestones specified in the Contract.

6. A preliminary Schedule of Submittals.
7. A preliminary Schedule of Values for all of the Work, which includes quantities and prices of items that, when added together, equal the Contract Price, and which subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices shall include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designated Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate shall be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. Owner's and Contractor's Designated Representatives are those individuals identified as such in the Agreement. Subject to Paragraph 9.01 with respect to Owner, each party's Designated Representative is authorized to act as its authorized representative with respect to the services and responsibilities under the Contract. Subject to Paragraph 9.01 with respect to Owner, such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment, a conference, attended by Owner, Contractor, Engineer, and others as appropriate, shall be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment shall be made to Contractor until acceptable schedules are submitted to Owner in accordance with the following:
 1. The Progress Schedule shall provide for an orderly progression of the Work to completion within the Contract Times.
 2. Contractor's Schedule of Submittals shall provide a workable arrangement for reviewing and processing the required Submittals.
 3. Contractor's Schedule of Values shall provide for a reasonable allocation of the Contract Price to the component parts of the Work.
 4. If a schedule is not acceptable to Owner, Contractor shall have an additional 10 days to revise and resubmit the schedule. Acceptance of a schedule by Owner shall not impose on Owner responsibility for sequencing, scheduling, or progress of the Work, and shall not relieve Contractor from Contractor's full responsibility therefor.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.
- D. Notwithstanding anything in this Paragraph 2.06, all notices shall be sent as set forth in Paragraph 18.01.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe and require a functionally complete Project to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Owner or Engineer shall issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any rights or claims against Owner or any other Owner Parties in favor of Engineer, any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, or any other individual or entity not a party to the Contract; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as otherwise required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard

specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as otherwise specifically stated in the Contract Documents.

2. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall examine and carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Owner any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation from Owner, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Owner in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation from Owner, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until Final Completion, Contractor shall submit to Owner in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Owner shall be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Owner shall, with reasonable promptness, render or cause to be rendered a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Such written clarification, interpretation, or decision shall be final and binding on Contractor, unless it appeals by submitting a Change Proposal.
- C. If a submitted matter in question concerns the Contract Documents and Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including but not limited to electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 shall survive Final Completion or earlier termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. Unless the Contract states otherwise, the Contract Times shall commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 60 days after the Effective Date of the Contract. In no event shall the Contract Times commence to run later than the actual commencement of the Work on the Project.

4.02 *Starting the Work*

- A. Unless the Contract states otherwise, Contractor shall start to perform the Work on the date indicated in the Notice to Proceed. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction if reasonably necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Owner whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it is adjusted from time to time as follows:
 - 1. Contractor shall submit to Owner for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible unreasonably delays, disrupts, or interferes with Contractor's performance or progress of the Work associated with the Critical Path, as shown on the Contractor's then-current Progress Schedule, then Contractor shall be entitled to an adjustment in the Contract Price or Contract Times, but only to the extent the delay, disruption, or interference affects Contractor's cost of, or time required for, performance of the Work, as reasonably determined by Owner. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of any of the Contractor Parties. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled under the Contract, to the extent such concurrent delay is not caused by any of the Contractor Parties.
- B. In any event, Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of any of the Contractor Parties.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an adjustment in Contract Times, but only to the extent the delay, disruption, or interference affects Contractor's cost

of, or time required for, performance of the Work, as reasonably determined by Owner. Causes of delay, disruption, or interference that might give rise to an adjustment in Contract Times under this paragraph include the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
2. Abnormal weather conditions;
3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
4. Acts of war or terrorism.
5. *Weather-Related Delays*
 - a. If “abnormal weather conditions” as set forth in Paragraph 4.05.C.2 are the basis for a request for an adjustment in the Contract Times, such request shall be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Critical Path.
 - b. The existence of abnormal weather conditions shall be determined on a month-by-month basis in accordance with the following:
 - 1) Every week day (excluding legal holidays) in a given month that exceeds the number of Foreseeable Bad Weather Days set forth in the table in Paragraph 4.05.C.5.b.3, and on which the following conditions exist, shall be considered a “bad weather day”:
 - A) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day through 7:00 p.m. on the day in question equals or exceeds 0.10-inch of precipitation as rain equivalent.
 - B) Dry-out or mud days, at a rate no greater than 1 make-up for each day or consecutive days of rain that total 1.0 inch or more, liquid measure.
 - 2) Determination of actual bad weather days during performance of the Work shall be based on the weather records measured and recorded by the National Oceanic and Atmospheric Administration’s National Centers for Environmental Information weather monitoring station located at the Franklin Sewage Plant, Franklin, TN, or another method approved in advance by Owner if specifically stated elsewhere in the Contract Documents.
 - 3) The Contract Times include the number of Foreseeable Bad Weather Days per month indicated in the following table:

Foreseeable Bad Weather Days	
Month	Days
January	8
February	9
March	9
April	9
May	9
June	8
July	9
August	7
September	7
October	6
November	7
December	9

- 4) The existence of abnormal weather conditions shall not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities and that such activities thus delayed were on the Critical Path. Saturdays, Sundays, and legal holidays shall not constitute lost work days unless the Contract Documents specifically require it or Owner directs Contractor to work those days.
- D. Contractor's entitlement to an adjustment of Contract Times or, if applicable, Contract Price, is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the Critical Path, as of the time of the delay, disruption, or interference.
 2. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or, if applicable, Contract Price shall be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 4. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner requires, including but not limited to where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the Critical Path.

- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or one not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- H. Except as specifically set forth in the Contract, an adjustment of the Contract Times shall be Contractor's sole and exclusive remedy for any delay, disruption, interference, hindrance or obstruction in Contractor's commencement, performance or completion of the Work, loss of productivity, or other similar claims (collectively "Delays"), whether or not such Delays are foreseeable. In no event shall Contractor be entitled to any compensation or recovery of any damages in connection with any Delays, including but not limited to actual damages, consequential damages, lost opportunity costs, impact damages, extended general conditions, or other similar costs or damages. Owner's exercise of any of its rights or remedies under the Contract, including but not limited to ordering changes in the Work, directing suspension of the Work, rescheduling, correction of the Work, or terminating the Contract for convenience, regardless of the extent or frequency of such exercise, shall not be construed as a delay, disruption, or interference with Contractor's performance or progress of the Work under Paragraph 4.05.A.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any known encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor shall comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein.
- C. If necessary for timely and proper performance of the Work, Contractor shall arrange for use of and access to all additional lands required for temporary construction facilities and storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use or access through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any areas used for Contractor's operations; (c) damage to any other land or areas, or to improvements, structures, utilities, or similar facilities; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of any of the Contractor Parties.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of any of the Contractor Parties, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the full extent permitted by Laws and Regulations, defend (at Owner's option in its sole discretion), indemnify and hold harmless the Owner Parties and Engineer, and the consultants and subcontractors of each and any of them, from and against all such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against any of the Owner Parties, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, performance of the Work, or because of other actions or conduct of any of the Contractor Parties.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. Upon completion of the Work at the Site, Contractor shall remove from the Site and adjacent areas all tools, appliances, construction

equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, its contents or any person, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them or any contents or persons.

5.03 *Subsurface and Physical Conditions*

- A. *Underground Facilities:* Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- B. *Reliance by Contractor on Technical Data:* Contractor may reasonably rely upon the accuracy of Technical Data.
- C. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against any of the Owner Parties or Engineer, or any of their consultants or contractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including but not limited to any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to reasonably rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner in writing about such condition.

Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until the Owner has a reasonable opportunity to review the subsurface or physical condition in question.

- B. *Owner's Review:* After receipt of written notice as required by the preceding paragraph, Owner shall promptly review the subsurface or physical condition in question; determine whether it is necessary to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; and obtain any pertinent cost or schedule information from Contractor.
- C. *Owner's Statement to Contractor Regarding Site Condition:* Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, and indicating whether any change in the Drawings or Specifications will be made.
- D. *Early Resumption of Work:* If at any time Owner determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Owner's review or issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then Owner may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
 - 1. Contractor shall be entitled to an adjustment in Contract Times, and might be entitled to an adjustment in Contract Price (excluding any overhead or profit), each as reasonably determined by Owner, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition falls within one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price shall be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
 - 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.

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Page 19 of 74

Law Approved TEMPLATE 03.09.20

Law Dept approved 04.04.23

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment shall be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times no later than 14 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Human Remains; Artifacts.* If, in the course of the Work, Contractor encounters or recognizes the existence of human remains, burial markers, archaeological sites, historic sites or artifacts, or wetlands not indicated in the Contract Documents, Contractor shall immediately suspend any operations that would affect them and notify Owner. Upon receipt of such notice, Owner shall promptly take action to obtain any governmental authorization required to resume the operations. Contractor shall continue to suspend such operations until otherwise instructed by Owner in writing, but shall continue with all other operations that do not affect those remains or features. Any requests for adjustments in the Contract Price or Contract Times arising from the existence of such remains or features shall be governed by the foregoing provisions of this Paragraph 5.04.
- G. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or

performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner in writing regarding such Underground Facility.

C. *Owner's Review:* After receipt of such notice, Owner shall:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
2. identify and communicate with the owner of the Underground Facility; and, if necessary, issue any preliminary instructions to Contractor regarding the Contractor's resumption of Work in connection with the Underground Facility in question; and
3. obtain any pertinent schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility:* Owner shall issue a written statement to Contractor regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, and indicating whether any change in the Drawings or Specifications will be made.

E. *Early Resumption of Work:* If at any time Owner determines that Work in connection with the Underground Facility may resume prior to completion of Owner's review or issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Owner may at its discretion instruct Contractor to resume such Work.

F. *Possible Time Adjustments*

1. Contractor shall be entitled to an adjustment in the Contract Times, but no adjustment in Contract Price, as reasonably determined by Owner, to the extent any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's time required for performance of the Work; subject, however, to the following:
 - a. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the extent of any adjustment in the Contract Times, then any such adjustment shall be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the extent of any adjustment in the Contract Times, no later than 14 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions*

- A. *Reliance by Contractor on Technical Data Authorized:* Contractor may reasonably rely upon the accuracy of the Technical Data. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against any of the Owner Parties or Engineer, or any of their consultants or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including but not limited to any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by any of the Contractor Parties, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if any of the Contractor Parties creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area that could reasonably be affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner (and promptly thereafter confirm such notice in writing). Owner shall consider the necessity to retain a qualified expert to evaluate such condition or take corrective action, if any. Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If any of the Contractor Parties created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained all required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to, or on the amount or extent of, any adjustment in Contract Price or Contract Times as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or

expenses incurred in response to the Hazardous Environmental Condition, then within 14 days after Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal and Owner, without waiting 14 days, may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08. In any event, Contractor shall not be entitled to increased overhead or profit in connection with any adjustment of the Contract Price under this Paragraph 5.06.

- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the full extent permitted by Laws and Regulations, Contractor shall defend (at Owner's option in its sole discretion), indemnify and hold harmless the Owner Parties and Engineer, and consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove any Constituents of Concern brought to the Site by any of the Contractor Parties, to a Hazardous Environmental Condition created by any of the Contractor Parties, or failure by any of the Contractor Parties to fulfill a specific responsibility under the Contract with respect to a Hazardous Environmental Condition or any other environmental matters. Nothing in this Paragraph 5.06.I obligates Contractor to defend or indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds shall remain in effect until at least one year after Final Completion or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by other provisions of the Contract.
- C. All bonds shall be in the form included in the Bidding Documents or otherwise specified by Owner prior to signing the Contract, except as provided otherwise by Laws or Regulations, and shall be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact shall be accompanied by a certified copy of that individual's authority to bind the

surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements of this Paragraph 6.01, then Contractor shall promptly notify Owner in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements in this Paragraph 6.01.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have performed or furnished labor, services, materials, or equipment used in the performance of the Work, Owner may provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have performed or furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance required of each of them, respectively, in this article and elsewhere in the Contract.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from and maintained with insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. All companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing

information and (2) any wording specific to a project or jurisdiction other than that applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than that relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds the Owner Parties and Engineer (and any other individuals or entities identified in the Contract as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change or lapse in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site shall end immediately, and Owner may impose a set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required under this Contract shall not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract, or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract shall contain a provision or endorsement that the coverage afforded shall not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days after receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured, additional insured, and the other party to the Contract.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain commercial general liability, automobile liability, worker's compensation and employer's liability, umbrella or excess liability, and other insurance pursuant to the specific requirements of the Contract.
- B. *General Provisions:* The policies of insurance required under this Contract shall:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits set forth in the Agreement, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until Final Completion, and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor is correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work by any of the Contractor Parties; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, shall:
 - 1. include and list as additional insureds the Owner Parties and Engineer, and any individuals or entities identified as additional insureds in the Contract;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations);
 - 4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.
- D. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including but not limited to loss of use resulting therefrom.
- E. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include at least the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance shall be maintained for at least five years after Final Completion.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Contract) evidence of continuation of such insurance at Final Completion and every required year thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
- F. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, shall not include any of the following:
1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.

3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
 6. Any limitation or exclusion based on the nature of Contractor's work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- G. *Commercial General Liability—Minimum Policy Limits:* Contractor's commercial general liability policy shall be written for not less than the limits set forth in the Agreement.
- H. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis, and shall be written for not less than the limits set forth in the Agreement.
- I. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in this Paragraph 6.03. The coverage afforded shall be at least as broad as that of each and every one of the underlying policies, and shall be written for not less than the limits set forth in the Agreement.
- J. *Waiver of Subrogation:* Contractor shall obtain a waiver of subrogation endorsement to each insurance policy required by this Paragraph 6.03 that waives the insurer's right to subrogate a claim against any of the Owner Parties. Contractor also shall require each of its Subcontractors with such insurance policies applicable to the Project to obtain similar endorsements to those policies in favor of the Owner Parties.
- K. *Professional Liability Coverage (if applicable):* If any provision of the Contract requires any of the Contractor Parties to provide professional services, including but not limited to any architectural, engineering, design, construction management, surveying or other professional service, Contractor shall obtain and require such Contractor Party to obtain Professional Liability (errors and omissions) coverage applicable to that party's portion of the Work, with limits reasonably acceptable to Owner.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Contract, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as provided in the Contract or required by Laws and Regulations, whichever is less).
- B. *Property Insurance for Facilities of Owner Where Work Will Occur:* Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach

or be adjoined. Such property insurance shall be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and shall be maintained until the Work is complete, as set forth in Paragraph 15.06.

- C. *Property Insurance for Substantially Complete Facilities:* Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner shall obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06. Such property insurance shall be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) shall provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item shall be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Contract), shall contain provisions to the effect that in the event of payment of any loss or damage the insurer shall have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
 - 1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work, but only to the extent of insurance proceeds received for such losses and damages; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Contract as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused, but only to the extent of insurance proceeds received for such losses and damages.

2. None of the waivers in this Paragraph 6.05 extends to the rights that any party making such waiver has to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion, or after Final Completion, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer shall have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract signed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies, but only to the extent of insurance proceeds received for such losses and damages.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Contract as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 shall be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured shall state its position regarding a claim for insured loss in writing within 14 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and

distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written approval of Owner, except under extraordinary circumstances.

7.03 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner for all acts and omissions of the Contractor Parties, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor shall not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which shall not be unreasonably withheld.
 - 1. As used in the Contract, "regular working hours" shall mean 7:00 AM to 6:00 PM.
 - 2. As used in Contract, "legal holiday" shall mean each of the following:

Holiday	Date
New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving	4th Friday in November
Christmas Day	December 25
Bonus Christmas Day	The first week day after Christmas Day, unless otherwise determined by Owner

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new and of good quality, except as otherwise provided in the Contract Documents. All warranties and guarantees in or required by the Contract Documents shall expressly run to the benefit of Owner. If required by Owner, Contractor shall furnish satisfactory evidence (including but not limited to reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or

description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Owner authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the following circumstances:

1. If Owner in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Owner may deem it an “or equal” item. For the purposes of this paragraph, a proposed item of equipment or material shall be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Owner determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor’s Expense:* Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.
- C. *Owner’s Evaluation and Determination:* Owner shall be allowed a reasonable time to evaluate each “or-equal” request. Owner may require Contractor to furnish additional data about the proposed “or-equal” item. Owner shall be the sole judge of acceptability. No “or-equal” item shall be ordered, furnished, installed, or utilized until Owner’s review is complete and Owner determines that the proposed item is an “or-equal,” which shall be evidenced by an approved Shop Drawing or other written communication. Owner shall advise Contractor in writing of any negative determination.
- D. *Effect of Owner’s Determination:* Neither approval nor denial of an “or-equal” request shall result in any change in Contract Price. The Owner’s denial of an “or-equal” request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Owner determines that an item of equipment or material proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Owner consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Owner authorize the use of other items of equipment or material under the following circumstances (to the extent possible such requests shall be made before commencement of related construction at the Site):
1. Contractor shall submit sufficient information as provided in this Paragraph 7.06.A to allow Owner to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Owner shall not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Owner shall be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Owner decides is appropriate under the circumstances.
 3. Contractor shall make written application to Owner for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited for the same use as the item specified.
 - b. shall state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. shall identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

- B. *Owner's Evaluation and Determination:* Owner shall be allowed a reasonable time to evaluate each substitute request. Owner may require Contractor to furnish additional data about the proposed substitute item. Owner shall be the sole judge of acceptability. No substitute shall be ordered, furnished, installed, or utilized until Owner's review is complete and Owner determines that the proposed item is an acceptable substitute. Owner's determination shall be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Owner shall advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Owner Cost:* Contractor shall bear Owner's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Owner approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of an engineer or other consultant for assistance in evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of an engineer or other consultant for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Owner Determination:* If Owner approves the substitution request, Contractor shall sign the proposed Change Order and proceed with the substitution. Owner's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work, subject to acceptance by Owner of such Subcontractors and Suppliers. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work shall not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner in writing the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 14 days after receipt of Contractor's written submission.

- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days after Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Owner a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate written contractual agreement that specifically binds the Subcontractor or Supplier to the applicable provisions of the Contract for the benefit of Owner. Contractor shall furnish to Owner copies of all agreements with Subcontractors as requested by Owner.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer and Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its

use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed in the Contract Documents.

- B. To the full extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the proper use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the full extent permitted by Laws and Regulations, Contractor shall defend (at Owner's option in its sole discretion), indemnify and hold harmless the Owner Parties and Engineer, and consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work that are applicable at the time of the submission of Contractor's Bid. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.
- B. If Owner acquires any permits from CSX, U.S. Army Corps of Engineers, Tennessee Department Environment and Conservation, Tennessee Department of Transportation, Williamson County, City of Franklin, or other utilities or agencies, the terms of the restrictions and conditions applicable to such permits shall be disclosed to Contractor, and Contractor shall perform the Work in accordance with all such restrictions and conditions.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with Laws and Regulations.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

- B. If any of the Contractor Parties performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall, to the full extent permitted by Laws and Regulations, defend (at Owner's option in its sole discretion), indemnify and hold harmless the Owner Parties and Engineer, and consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 14 days after such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim at any time.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, shall be available to Owner for reference. Upon Final Completion of the Work, Contractor shall deliver these record documents to Owner.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors or Suppliers of their responsibility for the safety of persons or property in the performance of their Work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who might be affected by the Work;
 - 2. all the Work, materials, and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by any of the Contractor Parties shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them is liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of any of the Contractor Parties).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall promptly notify Owner of any damage, injury, or loss to the persons or property of the type referred to in Paragraph 7.13.C.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows the Work might affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any, but such responsibility shall not affect Contractor's other obligations under this Paragraph 7.13. Any of Owner's safety programs that are applicable to the Work are identified or included in the Contract Documents. Contractor shall immediately notify Owner if Contractor thinks any of Owner's safety programs might not be safe or might conflict with Contractor's other obligations.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives shall comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection shall continue until all the Work is completed and Contractor has left the Site (except as otherwise expressly provided in the Contract Documents in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations or deviations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Owner determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order shall be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
 2. Each Shop Drawing or Sample shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
 3. With each Shop Drawing or Sample, Contractor shall give Owner specific written notice of any variations that the Submittal has from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Owner for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Owner the services, materials, and equipment Contractor proposes to provide, and to enable Owner to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Owner requires to enable Owner to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Owner's review and approval of the pertinent submittal shall be at the sole expense and responsibility of Contractor.

C. *Owner's Review of Shop Drawings and Samples*

1. Owner shall provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Owner's review and approval shall be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Owner's review and approval shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Owner's review and approval of a separate item as such shall not indicate approval of the assembly in which the item functions.
4. Owner's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Owner has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Owner shall document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Owner's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Owner's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Owner's receipt, review, acceptance, or approval of a Shop Drawing or Sample shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Owner and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Owner on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Contractor shall bear Owner's costs for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for an engineer's or other consultant's charges to Owner for assistance with such review. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for an engineer's or other consultant's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to Owner in accordance with the Schedule of Submittals and pursuant to the applicable provisions of the Contract Documents.
 - b. Owner shall provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals shall be deemed accepted.
 - c. Owner's review shall be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Owner regarding the reason for the non-acceptance, and resubmit an acceptable document.
 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be of good quality, new (unless the Contract Documents permit otherwise) and in accordance with the Contract Documents, and will not be defective. Owner is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days after Owner's discovery that such Work is defective; and
 - 2. Such notice shall be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim shall be brought within 30 days after the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than any of the Contractor Parties; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligations to perform and complete the Work and other obligations in accordance with the Contract Documents is absolute. No approval, consent, acceptance, or other action or exercise of rights by Owner, including but not limited to those set forth below in this Paragraph 7.17.D, shall constitute an acceptance of Work or performance by Contractor that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under the Contract Documents:
 - 1. Any of Owner's or Engineer's rights or obligations under Article 10, including but not limited to site visits or observations by Owner or Engineer;
 - 2. Payment by Owner of any progress or final payment;
 - 3. Use or occupancy of the Work or any part thereof by Owner;
 - 4. Any review and approval of a Submittal, Shop Drawing, Sample submittal or schedule;
 - 5. The issuance of a notice of acceptability;
 - 6. The end of the correction period established in Paragraph 15.08;
 - 7. Any inspection, test, or approval by others; or
 - 8. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the

assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the full extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall defend (at Owner's option in its sole discretion), indemnify and hold harmless the Owner Parties and Engineer, and consultants and subcontractors of each and any of them, from and against all claims, actions, liabilities, losses, damages, costs, expenses and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of, relating to or resulting from the performance, or failure in performance, of the Work, provided that such claim, action, liability, loss, cost, expense, judgment or damage is attributable, in whole or in part to any act or omission of any of the Contractor Parties.
- B. In any and all claims against any of the Owner Parties or Engineer, or any of their consultants or subcontractors, by any employee (or the survivor or personal representative of such employee) of any of the Contractor Parties, the defense and indemnification obligations under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for any of the Contractor Parties under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation shall specify the performance and design criteria that such services shall satisfy, and the Submittals that Contractor shall furnish to Owner with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional shall issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, then such Shop Drawing or other Submittal shall bear the written approval of Contractor's design professional when submitted by Contractor.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Owner's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals

furnished by Contractor pursuant to an Owner-delegated design shall be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;
 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations, and Contractor shall promptly notify Owner if Contractor relies on or invokes this provision.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the performance of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that is required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Owner and the others whose work will be affected.
- E. If the proper performance or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Owner in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper performance and results of Contractor's Work. Contractor's failure to so report shall constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and latent deficiencies in such other work.

- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following shall be provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an adjustment in the Contract Price or the Contract Times, each as reasonably determined by Owner. Contractor shall submit any Change Proposal seeking an adjustment in the Contract Price or the Contract Times under this paragraph within 14 days after the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or

utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, any of the Owner Parties, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) to the full extent permitted by Laws and Regulations, defend (at Owner's option in its sole discretion), indemnify and hold harmless the Owner Parties and Engineer, and consultants and subcontractors of each and any of them from and against all such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications directly to Contractor.
- B. Owner's Designated Representative identified in the Agreement, and Owner's City Administrator, Assistant City Administrator, City Engineer, and Department Directors, are the only individuals authorized to give approvals, consents, and otherwise act on Owner's behalf under the Contract Documents, including with respect to, but not limited to, Change Orders, Work Change Directives, Change Proposals, Field Orders, amendments, and other modifications to the Contract. From time to time, Owner may also designate in writing other representatives who are authorized to act on Owner's behalf.
- C. In any event, any modification to the Contract in the amount of \$25,000 or greater shall be effective only if signed by Owner's City Administrator, and all modifications to the Contract are subject to final written approval by the City of Franklin Board of Mayor and Aldermen.

9.02 *Replacement and Role of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

- B. At Owner's sole discretion, Owner may utilize Engineer to assist with any of Owner's rights, duties, responsibilities, and obligations under the Contract during construction of the Work, and, with prior written notice to Contractor, may engage Engineer to carry out and administer such rights, duties and obligations on Owner's behalf.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner shall not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon the reasonable request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S AND OWNER'S STATUS DURING CONSTRUCTION

10.01 *Authority of Engineer*

- A. The duties and responsibilities and the limitations of authority of Engineer during construction, if any, are set forth in the Contract.

10.02 *Visits to Site*

- A. Owner and Engineer may make visits to the Site at intervals appropriate to the various stages of construction as Owner deems necessary in order to observe the progress that has been made and the quality of the various aspects of Contractor's Work. Based on information obtained during such visits and observations, Owner may determine, in general, if the Work is proceeding in accordance with the Contract Documents. Owner shall not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Owner's efforts shall be directed toward providing for Owner a degree of confidence that the completed Work will conform generally to the Contract Documents.

10.03 *Determinations for Unit Price Work*

- A. Owner shall determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.04 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Owner shall render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work.

10.05 *Limitations on Owner's Authority and Responsibilities*

- A. Neither Owner's authority or responsibility under this Article 10, nor any decision made by Owner in good faith either to exercise or not exercise such authority or responsibility, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Owner to any of the Contractor Parties.
- B. Owner shall not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner shall not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Owner shall not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

- D. Owner's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, shall only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with, the Contract Documents.

10.06 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement shall be set forth in a Change Order.

11.02 *Change Orders*

- A. Owner and Contractor shall sign appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off by submitting a Claim;
 - 3. Changes in the Work: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Contractor refuses to sign a Change Order that is required to be signed under Paragraph 11.02.A, it shall be deemed to be of full force and effect, as if fully signed.

11.03 *Work Change Directives*

- A. A Work Change Directive shall not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the

Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 14 days after the completion of the Work set out in the Work Change Directive.
2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Owner may authorize changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes shall be accomplished by a Field Order and shall be binding on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then, before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

- B. An adjustment in the Contract Price shall be determined as follows:
1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which might include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent of the costs;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be 5 percent of the costs;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, or 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change that results in a net decrease in Cost of the Work shall be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee shall be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs,

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Page 52 of 74

Law Approved TEMPLATE 03.09.20

Law Dept approved 04.04.23

Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Owner to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Owner concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief or changes under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal shall address only one issue, or a set of closely related issues.

- B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Owner within 14 days after the start of the event giving rise thereto; otherwise any request by Contractor for an adjustment in the Contract Times or Contract Price associated with such Change Proposal shall be deemed waived.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including but not limited to the proposed change in Contract Price or Contract Time (if any), to Owner within 14 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference shall comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price shall include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Owner's Initial Review:* If in its discretion Owner concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Owner may request that Contractor submit such additional supporting data by a date specified by Owner, prior to Owner beginning its full review of the Change Proposal.

4. *Owner's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Owner), Owner shall conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions shall be in writing, with a copy provided to Contractor. If Owner does not take action on the Change Proposal within 30 days, then the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 5. *Binding Decision:* Owner's decision is final and binding upon Contractor, unless Contractor timely appeals the decision by filing a Claim under Article 12.
- C. *Post-Completion:* Contractor shall not submit any Change Proposals after Final Completion.
- 11.10 *Notification to Surety*
- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including but not limited to Contract Price or Contract Times), the giving of any such notice shall be Contractor's responsibility. The amount of each applicable bond shall be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process:* Claims between Owner and Contractor, including but not limited to the following, are subject to the process set forth in this article:
1. Appeals by Contractor of Owner's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Final Completion.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 14 days after the decision under appeal. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled. Claims by Contractor seeking an increase in the Contract Times or Contract Price that are not made within the time limits set forth in this Paragraph 12.01.B shall be deemed waived.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for

resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party.

D. Mediation

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs, unless otherwise agreed.
- E. Partial Approval:** If Owner approves a Claim by Contractor in part and denies it in part, such action shall be final and binding unless within 30 days after such action Contractor invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. Denial of Claim:** If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days after the written notice of denial, then the Claim is deemed denied. A denial of the Claim shall be final and binding unless within 30 days after the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. Final and Binding Results:** If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. Purposes for Determination of Cost of the Work:** As used in the Contract Documents, the term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined in this Paragraph 13.01. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those

additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

- B. *Costs Included:* Except as otherwise agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those commonly incurred in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs include salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the costs included in this Paragraph 13.01.B.1 to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including but not limited to costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments to which the discounts apply, in which case the cash discounts shall accrue to Owner. Contractor may not keep any cash discounts unless it has provided Owner seven days' prior written notice thereof and the opportunity to deposit funds with Contractor with which to make payments to which the discounts apply. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they can be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which shall then determine which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, that are consumed

in the performance of the Work, and cost, less market value, of such items used but not consumed that remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration shall be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor shall not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity shall be paid at a rate shown for such equipment in the equipment rental rate book specified in the Contract Documents or, in the absence of such a book, at rates no higher than standard rates paid in Williamson County, Tennessee. An hourly rate shall be computed by dividing the monthly rates by 176. These computed rates shall include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs shall be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is responsible, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of any of the Contractor Parties, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of any of the Contractor Parties. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and

expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office in connection with the Work, who are not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence or breach of contract of any of the Contractor Parties, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing or defending Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract shall be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee shall be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee shall automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions shall be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work shall be determined in accordance with Paragraph 11.07.C.2.
- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors shall establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner shall be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of five years after Final Completion. Pertinent Subcontractors shall afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for no more than such sums and by persons or entities acceptable to Owner.
- B. *Cash Allowances*: Contractor agrees that:
 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing shall be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to Final Completion, an appropriate Change Order shall be issued to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price shall be correspondingly adjusted.
- E. Contractor shall not exceed any allowance amount set forth in the Contract Documents, and shall not be entitled to payment for any such excess amounts, without Owner's prior written approval.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price shall be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work shall be based on actual quantities.

- C. Each unit price shall be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner shall determine the actual quantities and classifications of Unit Price Work performed by Contractor. Owner shall review with Contractor the Owner's preliminary determinations on such matters before rendering a written decision thereon. Owner's written decision thereon shall be final and binding upon Contractor, and the final adjustment of Contract Price shall be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
 - 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
 - 2. The adjustment in unit price shall account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
 - 3. Adjusted unit prices shall apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they can comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Owner timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work specifically to be inspected, tested, or approved by an employee or other representative of such public

body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Owner the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner.

- E. If the Contract Documents require the Work to be approved by Owner or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Owner, Contractor shall, if requested by Owner, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Owner timely notice of Contractor's intention to cover the same and Owner had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Owner's Authority:* Owner has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Reasonably timely written notice of all defective Work of which Owner has actual knowledge shall be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Owner has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines

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Page 61 of 74

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Law Dept approved 04.04.23

levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to Final Completion, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work, and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to Final Completion, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a set-off against payments due under Article 15. If the acceptance of defective Work occurs after Final Completion, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Owner has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Owner, then Contractor shall, if requested by Owner, uncover such Work for Owner's observation, and then replace the covering, all at Contractor's expense.
- C. If Owner considers it necessary or advisable that covered Work be observed by Owner or inspected or tested by others, then Contractor, at Owner's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Owner requires, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 14 days after the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work

shall conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of any of the Contractor Parties.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Owner to correct defective Work, or to remove and replace defective Work as required by Owner, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 shall be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages shall include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 shall serve as the basis for progress payments and shall be incorporated into a form of Application for Payment acceptable to Owner. Progress payments for Unit Price Work shall be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work shall be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. Not more often than once a month, Contractor shall submit to Owner for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by: (a) a bill of sale,

invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which shall be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor, acceptable to Owner, stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

C. Review of Applications

1. Owner may, after receipt of each Application for Payment, including each resubmittal, return the Application to Contractor indicating in writing any reasons for refusing the Application in whole or in part. In such case, Contractor shall make the necessary corrections and resubmit the Application.
2. Contractor's Application for Payment shall constitute a representation by Contractor to Owner that to the best of Contractor's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents; and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled.
3. By approving any Application for Payment Owner shall not be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work; or
 - b. there are not other matters or issues between the parties that might entitle Owner to withhold payment to Contractor.
4. Owner may reject, in whole or in part, an Application for Payment if necessary in Owner's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove, remediate, or otherwise address a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Owner has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor.

D. *Payment Becomes Due*

1. Thirty days after Owner's approval of the Application for Payment, the amount approved by Owner (subject to any Owner set-offs and Owner's rights to withhold payment under this Paragraph 15.01) shall become due, and when due shall be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment by Owner under Paragraph 15.01.C, Owner is entitled to impose a set-off against payment, and withhold payment in whole or in part, based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, or patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove, remediate, or otherwise address a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to Submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination of the Contract for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or Final Completion of the Work;
 - k. Liens have been asserted or filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to impose a set-off against the amount requested.
2. If Owner withholds or imposes any set-off against payment, Owner shall give Contractor prompt written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or

any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.D.1.
- F. If Owner reasonably believes it is necessary, Owner may, at its sole option, issue joint checks to Contractor and any Subcontractor or Supplier, or issue direct payments to any Subcontractor or Supplier, to whom Contractor has failed to make payment for Work properly performed or material or equipment suitably delivered.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment performed and furnished under the Contract shall pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, upon payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use, Contractor shall notify Owner in writing that the entire Work is substantially complete and submit to Owner an initial draft of punch list items to be completed or corrected before Final Completion.
- B. Promptly after Contractor's notification, Owner and Contractor shall make an inspection of the Work to determine the status of completion. If Owner does not consider the Work substantially complete, Owner shall notify Contractor in writing, giving the reasons therefor.
- C. If Owner considers the Work substantially complete, Owner shall deliver to Contractor a revised punch list of items to be completed or corrected, reflecting Owner's changes, if any, to the initial draft punch list.
- D. At the time of Owner's receipt of Contractor's initial notification that Contractor believes the Work is substantially complete, Owner and Contractor also shall confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion, the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to Final Completion. In appropriate cases, Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth in Paragraph 15.01.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion, subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work that has specifically been identified in the Contract Documents, or that Owner and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor and Owner shall follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
 2. At any time, Contractor may notify Owner in writing that Contractor considers any such part of the Work substantially complete and request Owner to follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
 3. Within a reasonable time after either such request, Owner and Contractor shall make an inspection of that part of the Work to determine its status of completion. If Owner does not consider that part of the Work to be substantially complete, Owner shall notify Contractor in writing giving the reasons therefor. If Owner considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 shall apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that it considers the entire Work or an agreed portion thereof to be finally complete, Owner shall promptly make a final inspection with Contractor and shall notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work and remedy such deficiencies.

15.06 *Final Completion and Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Owner, satisfactorily completed all corrections and other Work identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in, and in the format required by, the Contract Documents, including but not limited to as-built drawings and specifications reflecting all changes to, and the final condition of, the Work as constructed;
 - b. consent of all sureties to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2, if approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or that might in any way result in Liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers. In any event, to the full extent permitted by Laws and Regulations, Contractor shall defend (at Owner's option in its sole discretion), indemnify and hold harmless the Owner Parties from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any Liens and claims asserted or filed because of the Work.
- B. *Owner's Review of Final Application for Payment:* If, on the basis of Owner's observation of the Work during construction and final inspection, and Owner's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Owner is satisfied that the Work has been finally completed and Contractor's other obligations under the Contract have been fulfilled, final payment shall become due under Paragraph 15.06.D Such determination shall account for any set-offs against payment that are necessary in Owner's opinion to protect Owner from loss for the reasons stated in Paragraphs 15.01.C and 15.01.E with respect to progress payments. Otherwise, Owner shall return the Application for Payment to Contractor, indicating in writing the reasons for refusing to make final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Completion of Work:* The Work is finally complete (subject to surviving obligations) when final payment is due from Owner to Contractor as established under this Paragraph 15.06.

- D. *Final Payment Becomes Due*: Upon Final Completion, Owner shall set off against the amount for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under Paragraphs 15.01.C and 15.01.E with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days after Owner's receipt and approval of the final Application for Payment from Contractor.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor shall constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If, within one year after the date of Substantial Completion (or such longer period of time prescribed by the Contract Documents or the terms of any applicable warranty or guarantee required by or contained in the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. correct the defective repairs to the Site or such adjacent areas;
 2. correct such defective Work;
 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give Contractor reasonably timely notice of any such defect after Owner discovers it. If such notice is given after the end of the correction period, the notice shall be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect, Contractor does not promptly comply with the Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days after invoice from Owner shall be deemed the start

of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim shall be brought within 30 days after the failure to pay.

- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable warranty or statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor. Such notice shall fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an extension of the Contract Times directly attributable to any such suspension, to the extent not caused by any of the Contractor Parties. Any Change Proposal seeking such adjustment shall be submitted no later than 14 days after the date fixed for resumption of Work.

16.02 *Contractor Default; Owner May Terminate the Contract for Cause*

- A. The occurrence of any one or more of the following events shall constitute a default by Contractor and entitle Owner to all rights and remedies available to it under the Contract and Laws and Regulations, including but not limited to Owner's termination of the Contract for cause:
 - 1. Contractor's failure to perform the Work in accordance with the Contract Documents (including but not limited to failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard or violation of Laws or Regulations; or
 - 4. Contractor's disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated;

2. enforce the rights available to Owner under any applicable performance bond; and/or
 3. exercise or pursue any other rights and remedies available to Owner under the Contract and Laws and Regulations.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but that are stored elsewhere, and complete the Work as Owner deems expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor, within 7 days after receipt of notice of intent to terminate, begins to correct its failure to perform and diligently cures such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including but not limited to all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess shall be paid to Contractor. If the cost to complete the Work, including but not limited to such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where the Contract has been so terminated by Owner, the termination shall not affect any rights or remedies of Owner against Contractor then existing or that thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner shall not release Contractor from liability.

16.03 Owner May Terminate the Contract for Convenience

- A. Upon 7 days' written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work performed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate the Contract*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails to act on any Application for Payment within 60 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Owner has failed to act on an Application for Payment within 60 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner, stop the Work until payment is made of all such amounts due Contractor. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in the Contract directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after Final Completion.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. Before bringing any action in court pertaining to any Claim, dispute or other matter in question arising out of or related to the Contract Documents or the breach thereof, the claimant shall first provide notice of the Claim, dispute or other matter in question to the other party to this Contract in writing and make a specific demand for settlement of said Claim, dispute or matter. If the other party fails to agree to an acceptable resolution to said Claim, dispute or matter, or offer a specific counter-proposal thereto within five days after the receipt of such notice, or the claimant fails to accept any counter-proposal from the other party within five days after receipt thereof, either party shall be free to submit the Claim, dispute or other matter to litigation in accordance with Paragraph 17.01.B.2.
 - 2. Any Claim, dispute, or other matter in question arising out of or related to the Contract or the Project shall be litigated in the Tennessee Judicial Circuit Court in and for Williamson, County, Tennessee, and the prevailing party to any such litigation shall be entitled to an award of all reasonable attorneys' and experts' fees, expenses and court costs incurred by such prevailing party against the non-prevailing party, including in connection with any appeals.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner or Contractor, it shall be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, if also sent by one of the methods in Paragraph 18.01.A.1 or .2.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or legal holiday, such day shall be omitted from the computation.

18.03 *Cumulative Remedies*

- A. Except as otherwise specifically provided in the Contract Documents, the duties and obligations imposed by the Contract Documents, and the rights and remedies available thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them that are otherwise imposed or available by Laws or Regulations, by warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither the Owner Parties nor Engineer, nor any of their consultants or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all other obligations in the Contract that logically should survive Final Completion or earlier termination of the Contract, shall survive Final Completion or earlier termination of the Contract.

18.07 *Controlling Law*

- A. This Contract is to be governed by the laws of the State of Tennessee.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract shall be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that becomes due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction is limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors and assigns to the other party hereto and its successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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WORK CHANGE DIRECTIVE NO.:

Owner: City of Franklin, TN
Engineer: City of Franklin, TN (COF) serving as "Engineer"
Contractor: _____
Project Name: Bundled Bridges Construction & Rehabilitation
Owner's Contract No.: COF Contract No. 2023-0024
Date Issued: _____
Effective Date of Directive: _____

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments:

Purpose for the Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ _____

Contract Time: _____ days

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

	Recommended by Engineer	Authorized by Owner
By:	_____	_____
Title:	_____	_____
Signature:	_____	_____
Date:	_____	_____

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CHANGE ORDER NO.:

Owner: City of Franklin, TN

Engineer: City of Franklin, TN (COF) serving as "Engineer"

Contractor: _____

Project Name: Bundled Bridges Construction & Rehabilitation

Owner's Contract No.: COF Contract No. 2023-0024

Date Issued: _____

Effective Date of Change Order: _____

The Contract is modified as follows upon execution of this Change Order:

Description: _____

Attachments: _____

Change in Contract Price		Change in Contract Times [State Contract Times as number of days]	
Original Contract Price:		Original Contract Times:	
\$ _____		Substantial Completion: _____	
		Ready for final payment: _____	
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] :		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] :	
\$ _____		Substantial Completion: _____	
		Ready for final payment: _____	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ _____		Substantial Completion: _____	
		Ready for final payment: _____	
[Increase] [Decrease] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ _____		Substantial Completion: _____	
		Ready for final payment: _____	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ _____		Substantial Completion: _____	
		Ready for final payment: _____	

Recommended by Engineer		Recommended by Department Director	
By:	<u>David Hodnett</u>	By:	<u>Paul Holzen</u>
Signature:	_____	Signature:	_____
Title:	<u>Staff Engineer 2 (Project Manager)</u>	Title:	<u>Director</u>
Date:	_____	Date:	_____

Contractor Approval

By: _____
Signature: _____
Title: _____
Date: _____

Authorized by Owner

By: Dr. Ken Moore
Signature: _____
Title: Mayor
Date: _____

FIELD ORDER NO.:

Owner: City of Franklin, TN
Engineer: City of Franklin, TN (COF) serving as "Engineer"
Contractor: _____
Project Name: Bundled Bridges Construction & Rehabilitation
Owner's Contract No.: COF Contract No. 2023-0024
Date Issued: _____
Effective Date of Field Order: _____

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

Attachments:

Issued by Engineer

By: David Hodnett
Title: Staff Engineer 2 (Project Manager)

Signature: _____

Date: _____

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APPENDIX A – SUPPLEMENTAL SPECIFICATIONS

ARTICLE 1 – SUPPLEMENTAL SPECIFICATION INCLUDED WITH PROJECT MANUAL

The following Supplemental Specifications are included, in their entirety, in Appendix A and are made a part of the Bidding Documents for the **Bundled Bridges Construction & Rehabilitation (COF Contract No. 2023-0024)**.

- None

ARTICLE 2 – SUPPLEMENTAL SPECIFICATIONS INCORPORATED BY REFERENCE

The following Supplemental Specifications are herein incorporated by reference and made a part of the Bidding Documents for the **Bundled Bridges Construction & Rehabilitation (COF Contract No. 2023-0024)**, except to the extent such Supplemental Specifications (i) do not apply based on the nature of the Project (e.g., road, bridge, street, water, or sewer), or (ii) conflict with another Contract Document identified in Paragraph 7.01.A, in which case the conflicting provision of other Contract Document shall take precedence and control:

- A. *Tennessee Department of Transportation (“TDOT”) Supplemental Specifications (“SS”) of the Standard Specifications for Road and Bridge Construction*, latest edition.
- B. *City of Franklin Transportation & Street Technical Standards*, latest edition.
- C. *General Requirements and Technical Specifications, Water Management Department, City of Franklin, Tennessee* (i.e. Water, Sanitary Sewer, and Reclaimed Water Specifications), latest edition.

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APPENDIX B – SPECIAL PROVISIONS

SPECIAL PROVISIONS

The following Special Provisions are included, in their entirety, in Appendix B and are made a part of the Bidding Documents for the **Bundled Bridges Construction & Rehabilitation (COF Contract No. 2023-0024)**.

- A. City of Franklin (“COF”) Special Provision (FSP100RD) Regarding Utility Record Drawings.
- B. COF Special Provision (FSP108B) Regarding Project Completion and Liquidated Damages.
- C. COF Special Provision (FSP712TCS) Regarding Traffic Control Supervisor.
- D. Tennessee Department of Transportation (“TDOT”) Special Provision (SP102B) Regarding Unbalanced Bids.
- E. TDOT Special Provision (SP102LC) Regarding Tennessee Department of Transportation Specifications for Road and Bridge Construction.
- F. TDOT Special Provision (SP107FP) Regarding Water Quality and Storm Water Permits.
- G. TDOT Special Provision (SP109B) Regarding Payment Adjustment for Bituminous Material.
- H. TDOT Special Provision (SP109G) Regarding Measurement and Payment.
- I. TDOT Special Provision (SP604CR) Regarding Repair of Bridge Deck Cracks.
- J. TDOT Special Provision (SP1275) Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary and Lower Tier Covered Transactions.

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SPECIAL PROVISION
REGARDING
UTILITY RECORD DRAWINGS

PART 1 – GENERAL**1.1 SCOPE****1.1.1 General**

The following specifications define the requirements for the preparation and submittal of the Utility Record Drawings for all utilities included in the Contract Documents.

1.1.2 Work Included

The Contractor shall, unless specified otherwise, provide all materials, equipment, tools, and labor necessary for surveying as-built utility installations, and preparation and submittal of Utility Record Drawings. All surveying and Utility Record Drawings must be done by a Professional Surveyor licensed in the State of Tennessee.

1.1.3 Location of the Work

The location of this work is as shown in the Contract Documents.

1.1.4 Coordination of the Work

The Contractor shall be responsible for the satisfactory coordination of the surveying activities with other construction and activities in the area. Delays in work resulting from lack of such harmony shall not in any way be a cause for extra compensation by any of the parties.

1.1.5 Working Hours

The work shall be carried out in accordance with local ordinance and not to cause any unreasonable nuisance to affected residents. Under emergency conditions, this limitation may be waived by the consent of the City of Franklin, TN.

1.2 METHOD OF MEASUREMENT & PAYMENT

All surveying and record preparation must be done by a Professional Surveyor licensed in the State of Tennessee. The work shall be measured, and the compensation determined in the following manner:

1.2.2 Record Drawings

The preparation and submittal of the record drawings shall be paid for on a lump sum basis including preparing and submitting the Professional Surveyor signed and sealed set of Record Drawings in accordance with the requirements listed in this special provision.

1.3 SUBMITTALS

1.3.1 The contractor shall submit the Record Drawings, which are signed and sealed by a State of Tennessee Registered Surveyor, in the following formats: two (2) full-size (paper size shall be 22" x 34" or 24" x 36" with a maximum scale of 1"= 50'), one (1) digital PDF to the same scale as the full-size paper drawings, and Computer-Aided Design and Drafting (CADD) digital files in AutoCAD (DWG) or MicroStation (DGN) format, prepared utilizing the same coordinate system as shown in the Contract Documents.

PART 2 – PRODUCTS**2.1 MATERIALS**

The contractor shall furnish all materials of adequate quality for the purpose intended, including all stakes, pipes, paint, and all other materials necessary to properly perform the required work. Stakes and pipes shall be suitable for general field construction staking and shall be durable enough to last from installation of the utility to the surveying for the preparation of the Record Drawings. Any stakes and pipes damaged during the duration of the contract shall be replaced and re-set at their proper location with no additional compensation being made therefore.

PART 3 – EXECUTION**3.1 GENERAL**

3.1.1 The Engineer of Record will provide the CADD Drawings to the project's contractor for use by the Professional Surveyor for the production of the Record Drawings.

3.2 SURVEYING REQUIREMENTS

All surveying for the project shall be done by or under the supervision of a Tennessee licensed Professional Surveyor. The Professional Surveyor shall review the work, resolve problems, and make decisions in a timely manner.

3.3 SURVEYING FOR RECORD DRAWINGS

The contractor shall only be required to provide Record Drawings for the various systems listed below in sections 3.3.1 thru 3.3.10 that have been or will be modified, altered, installed, constructed, or otherwise disturbed as a part of the construction contract to which this Special Provision has been attached or included.

3.3.1 Property Lines and Easements

The surveyor shall show all property lines and easements included in the Contract Documents.

3.3.2 Stormwater Record Drawings

The following stormwater items shall be included: stormwater culverts and pipes (including: material, slope and length), structures (manholes, catch basins, junction boxes, end walls, outlet structures, etc. [including rim elevations and inverts]) and permanent stormwater Best Management Practices (BMPs) with depicting 1' contours and 25' around the permanent stormwater BMPs (including: detention ponds, retention ponds, bioretention ponds, infiltration trenches, etc.).

3.3.3 City of Franklin, TN Traffic Signals and Fiber Optics Record Drawings:

The following traffic signal and fiber optics shall be included: signal poles, pedestrian poles, CCTV poles, school zone flashers, signal cabinets, conduit (including: conduit size, number of conduit, material, length, description of utility located in conduit, etc.), electrical service pedestals, pull boxes and vehicle detectors.

3.3.4 Street and/or Site Lighting System:

The following street and pedestrian lighting systems shall be included: light poles, pull boxes, conduit (including: conduit size, number of conduit, material, length, description of utility located in conduit, etc.), controller cabinets and service pedestal.

3.3.5 Water Record Drawings:

The following potable water items shall be included: public and private water mains (including: size and material), private laterals (including: size and material), valves (including type: gate valve, blow off valve, air release valve, etc.), meters and enclosures (including: type, size and material), backflow preventers and enclosures (including: type, size and material) and fire suppression items (including: hydrants, meters, fire department connections, etc.). Reference specific utility provider technical specifications and guidelines for additional requirements.

3.3.6 Sanitary Sewer Record Drawings:

The following sanitary sewer items shall be included: public and private gravity sanitary sewer mains (including: material, slope and length), structures (including: rim elevations and all inverts), cleanouts, private laterals (including: size and material), low pressure pumps (including size), force mains (including: material, slope, depth and length), pump stations (including: buildings, driveways, fences, enclosures, etc.), and valves (including valve type).

3.3.7 Reclaimed Water Record Drawings:

The following reclaimed water items shall be included: public and private reclaimed water mains (including: size and material), private laterals (including size and material), valves (including type [e.g. gate valve, blow off valve, air release valve, etc.]), meters / meter boxes (including size), backflow preventers and enclosure (including: type, size and material) and fire hydrants.

3.3.8 Natural Gas Record Drawings:

The following natural gas items shall be included: public and private gas mains (including: size and material), valves (including: size and type), regulating stations, services, and meters.

3.3.9 Electrical and Communications Record Drawings:

The following electrical and communications (*i.e.* phone, cable, fiber optic, etc.) items shall be included: pole locations, riser poles, conduit (including: conduit size, number of conduit, material, length, description of utility located in conduit, etc.), pull boxes, transformers/switches, equipment pads, vaults/manholes (including rim elevations), services runs, service pedestals and meters.

3.3.10 Irrigation:

The following irrigation items shall be included: irrigation tap locations, meter locations, pump stations, backflows, controllers, sensors, all pipe sizes/materials, sleeves, valve locations, sprinkler heads, etc. Plans shall include dimensional data from building walls, curbs, sidewalks, etc.

END OF SPECIAL PROVISION

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March 31, 2023

COF Contract No. 2023-0024

Sheet 1 of 2

SPECIAL PROVISION**REGARDING****PROJECT COMPLETION AND LIQUIDATED DAMAGES**

All Work associated with this contract (COF Contract No. 2023-0024) shall be completed in accordance with the terms of Article 4 – Contract Times of the Construction Agreement Between Owner and Contractor (Stipulated Price), hereafter referred to as “the Agreement”. The Work to be completed under the Agreement will be performed at five (5) individual job sites:

COF Job No.	Location/Site	Description
2021-011	Spencer Creek Road (Deerfield Branch)	Corrugated Metal Pipe (CMP) Removal & Box Culvert Construction
2019-013	West Main Street (SR-246) (West Main Branch)	Slab Bridge Widening
2020-013	Pratt Lane (Five Mile Creek)	Demolition/Removal of Span Bridge & Slab Bridge Construction
2023-001	Bakers Bridge Avenue (Overpass of Interstate 65)	Bridge Approach Repairs
2023-002	Mallory Lane (South Prong)	Bridge Approach Repairs

All lane closures must be approved in advance by the City of Franklin Project Manager. A minimum of five (5) calendar days’ notice must be provided to both the City of Franklin Traffic Operations Center (TOC) at TOCMail@FranklinTN.gov **and** the City of Franklin Project Manager in advance of any closure or any deviation from the original traffic control plan. No lane closures will be allowed during Special Events, Holidays, *observed* City Holidays, or Holiday weekends without express permission from the City of Franklin.

The Contract Time(s) as proposed in the Agreement is the *total* time allowed for the completion of the Work at *all* five (5) job sites. The Contractor must request permission from the City of Franklin Project Manager to proceed with work on multiple job sites simultaneously. For permission to be granted, the Contract must be able to provide adequate proof that the resources (e.g. adequate forces, labor, materials, equipment, services and management) are available and can be dedicated to the completion of the remaining job sites. If said permission is granted by the City, then the Contractor shall proceed, both continuously and expeditiously, to perform the Work at all active job locations, with adequate forces, labor, materials, equipment, services and management, and must achieve Completion within the Contract Time(s).

Following the execution of all applicable Contract Documents and either at or following the Pre-Construction Meeting, a Notice to Proceed shall be issued with both Substantial Completion and Final Completion Dates for the overall Contract. To ensure continuous and expeditious work at all job locations for the duration of the contract, individual Notice to Proceeds will be issued for each individual job site and shall contain the Substantial Completion Date for each site. The Contract Time for each individual job

location is listed in the table below and is contained in Article 4 – Contract Times – Section 4.03 - Milestones of the Agreement. For each day, or portion thereof, in which an individual job site remains incomplete past the Substantial Completion Date listed on its individual Notice to Proceed, the Contractor will be charged **Two Hundred Fifty and 00/100 Dollars (\$250.00)** per day, not as a penalty, but as Liquidated Damages

COF Job No.	Location/Site	Contract Time(s) ¹	
		(Days)	(Months)
2021-011	Spencer Creek Road	120	4
2019-013	West Main Street (SR-246)	120	4
2020-013	Pratt Lane	180	6
2023-001	Bakers Bridge Avenue	30	1
2023-002	Mallory Lane	30	1
Totals²:		480	16

NOTES:

- (1) Denotes amount of Contract Time(s) allowed for each *individual* job site contained within the contract, as measured from the issuance of an “Individual Notice to Proceed” (iNTP) to the required date of “Individual Substantial Completion” (iSC) for each job site.
- (2) Denotes the **sum** of all *individual* Contract Time(s) for each *individual* job site, which is also matches the Contract Time for the Work as listed in Section Article 4, Section 4.02.A of the Agreement.

Spencer Creek Road Site

It is imperative that the Spencer Creek Road Culvert Removal & Box Bridge Construction over Deerfield Branch be the first job site under construction following the issuance of a Notice to Proceed for the overall Contract. A full closure and detour of Spencer Creek Road will only be allowed for a **maximum of forty-five (45)** consecutive calendar days between June 1, 2023 and August 1, 2023 for removal of the existing corrugated metal culvert (CMP) and construction of the new box bridge structure. At the end of the forty-five (45) day full closure, **both** lanes of traffic, one lane in each direction, must be open to the public. This does not mean all work must be completed at the site, but free-flowing traffic must be able to safely pass in both directions simultaneously. For each day, or portion thereof, in which the Spencer Creek Road site remains closed or partially closed, the Contractor will be charged **Two Thousand and 00/100 Dollars (\$2,000.00)** per day, not as a penalty, but as Liquidated Damages.

Bakers Bridge Avenue & Mallory Lane Sites

All lane closures required for the bridge and approach joint work on Bakers Bridge Avenue *and* Mallory Lane shall only be allowed from 9:00 PM to 9:00 AM. For each hour, or portion thereof, in which a lane is closed to traffic (outside of these restrictions) the Contractor will be charged **Five Hundred and 00/100 Dollars (\$500.00)** per hour per lane, not as a penalty, but as Liquidated Damages.

At the preconstruction conference the Contractor shall designate a Traffic Control Supervisor other than the Superintendent to be responsible for initiating, installing, and maintaining all traffic control devices in accordance with all applicable special provisions, standard drawings, plans, specifications, and the most current edition of the Manual on Uniform Traffic Control Devices (MUTCD).

END OF SPECIAL PROVISION

SPECIAL PROVISION
REGARDING
TRAFFIC CONTROL SUPERVISOR

At the preconstruction conference the Contractor shall designate a Traffic Control Supervisor other than the Superintendent to be responsible for initiating, installing, and maintaining all traffic control devices in accordance with all applicable special provisions, standard drawings, plans, specifications, and the most current edition of the Manual on Uniform Traffic Control Devices (MUTCD).

Qualifications. The Traffic Control Supervisor shall have *at least* one (1) of the following (or similar as approved by the City Traffic Engineer) qualifications:

- Certified by the American Traffic Safety Services Association (ATSSA) as a Traffic Control Supervisor (TCS),
- National Highway Institute (NHI) Certificate of Accomplishment in Work Zone Safety,
- Satisfactorily completed the following two (2) training courses taught thru the Tennessee Transportation Technical Assistance Program (TTAP) at The University of Tennessee, Knoxville (UTK) Center for Transportation Research:
 - a. "Work Zone Traffic Control / Flagging", and
 - b. "Advanced Work Zone, Design and Operation".

In addition, they shall have at least one (1) year's experience directly related to work zone traffic control in a supervisory or similarly responsible capacity.

Responsibilities. The Traffic Control Supervisor shall:

1. Oversee all operations which contribute to the convenience, safety and orderly movement of traffic.
2. Be available on a twenty-four (24) hour basis with access to all manpower, equipment and materials needed to maintain traffic control devices and handle traffic related situations.
3. Maintain documentation to become part of the final project records of all daily activities including deficiencies found, how they were corrected, and the personnel, equipment, and traffic control devices utilized.
4. Correct routine deficiencies within a twenty-four (24) hour period after discovery.

5. Be available on the site within sixty (60) minutes after notification of an emergency situation, prepared to effect corrective measures immediately.
6. Make daily inspections of all traffic control devices (at least every third inspection shall be at night).
7. Prepare and submit for approval any revisions to the existing traffic control plan sufficiently in advance, but no less than seven (7) business days, to allow appropriate City staff to review the proposed revisions prior to implementation.
8. Coordinate project traffic control activities with the City of Franklin's designated project management team *and* with the City's Traffic Operations Center (TOC).
9. Coordinate public awareness of changing traffic conditions through the City of Franklin's designated project management team *and* with the City's Traffic Operations Center (TOC).
10. Educate all employees of the Contractor utilized as flaggers on proper flagging procedures.

Emergency Maintenance. Emergency maintenance shall consist of maintenance, repair, or replacement of traffic control devices that have been damaged, vandalized, or otherwise rendered ineffective to the extent that a serious hazard exists. The Traffic Control Supervisor shall cause such emergency work to begin within two (2) hours after being notified. When emergency maintenance is required during nonworking hours, devices that are classified as "unacceptable" according to *ATSSA Quality Standards for Work Zone Traffic Control Devices* may be used, provided that the devices are effective in reducing the existing hazard, and further provided that they are replaced not later than the next business day. The Traffic Control Supervisor shall keep the City informed of the name, address, and telephone number of the individual responsible for performing emergency maintenance.

Failure to Comply. In the event a routine traffic control deficiency is not corrected within twenty-four (24) hours after discovery, a deduction in the amount of one hundred dollars (\$100.00) shall be made from monies due the Contractor for each calendar day that the deficiency is allowed to remain, not as penalty, but as liquidated damages.

In the event that immediate action is not taken to correct an emergency situation, a deduction in accordance with Subsection 712.04 of the Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction shall be made from monies due the Contractor. In addition, if deemed necessary by the City due to lack of response by the Contractor, City forces may be mobilized to correct the emergency situation with all costs of the corrective action being assessed against monies due the Contractor. This assessment for costs incurred shall be in addition to the assessment of the amount in accordance with Subsection 712.04.

The preceding assessments shall be in addition to any liquidated damages which may be assessed in accordance with the Contract Documents.

Basis of Payment. The labor costs involved in the provision of the Traffic Control Supervisor, and any equipment, tools, or incidentals necessary to complete the work, are to be included in the lump sum price bid for Traffic Control, Item No. 712-01.

END OF SPECIAL PROVISION

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S T A T E**O F****T E N N E S S E E**

(Rev. 2-17-15)

January 1, 2021

SPECIAL PROVISION**REGARDING****UNBALANCED BIDS**

The Department will review all unit prices submitted by the apparently lowest responsible bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Engineer.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Department, the right is reserved to reject such bid at the discretion of the Department or to award the Contract and limit progress payments on units of work performed on any excessively priced items to costs that are satisfactorily documented by the Contractor plus 20 percent, until 85 percent of the Contract has been completed. Upon completion of 85 percent of the Contract, the Contractor will be reimbursed in accordance with **Subsection 109.08** of the Standard Specifications for the accepted quantities of work performed on the excessively priced items.

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T E N N E S S E E

(Rev. 12-15-20)

January 1, 2021

SPECIAL PROVISION

REGARDING

TENNESSEE DEPARTMENT OF TRANSPORTATION STANDARD

SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

Description

Any and all references concerning the January 1, 2015 Standard Specifications for Road and Bridge Construction shall be interpreted as the January 1, 2021 Standard Specifications for Road and Bridge Construction.

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S T A T E**O F****T E N N E S S E E**

(Rev. 2-8-21)

January 1, 2021

SPECIAL PROVISION**REGARDING****WATER QUALITY AND STORM WATER PERMITS****Description**

This work consists of the conditions that apply to all construction activities on the project pursuant to the following:

1. Section 404 of the Federal Clean Water Act (33 U.S.C. §1344), and all implementing regulations, including without limitation regulations of the U.S. Army Corps of Engineers governing permits for discharges of dredged or fill material into waters of the United States in 33 CFR Part 323; and
2. The Tennessee Water Quality Control Act (T.C.A. §69-3-101, et seq.) and all implementing regulations, including without limitation the Rules of the Tennessee Department of Environment and Conservation governing NPDES permits in Chapter 400-40-10, and Aquatic Resource Alteration permits in Chapter 400-40-7; and
3. Section 26a of the TVA Act of 1933 as amended (49 Stat. 1079, 16 U. S. C. sec. 831y1.) and all implementing regulations, including without limitation the regulations of the Tennessee Valley Authority governing construction in the Tennessee River System in 18 C.F.R., Part 1304; and
4. The Tennessee Wildlife Resources Agency Reelfoot Lake Watershed Management permit program (T.C.A. section 70-5-1.), and all implementing regulations, including without limitation regulations authorizing any activity, practice, or project which has or is likely to have the effect of diverting surface or subsurface water from the Lake or have the effect of draining or otherwise removing water from Reelfoot Lake; and
5. Coast Guard Bridge Permit (USCG) (Section 9 of the Rivers and Harbors Appropriation Act of 1899) and all implementing regulations, including but not without limitation for projects which impact streams deemed navigable by the U.S. Coast Guard.

Responsibility

Assume all responsibilities of the permittee as indicated in the permit that relates to protection of the "waters of the United States" and/or "waters of the State of Tennessee."

Obtain any additional permits required by the Contractor for off-site waste and/or borrow areas and associated off project work areas.

Sign the Notice of Intent (NOI) form, provided by the Department, indicating acceptance of the stipulations contained in the permit. Submit the signed NOI to the TDOT HQ Construction Division by email within 10 calendar days after submittal of the contract proposal or the Department may at its discretion cancel the award with the Contractor forfeiting the bid bond.

Implement the provisions of the Water Quality (including, but not limited to, TDEC ARAP, USACE 404, TVA Section 26a, Coast Guard, TWRA) and Storm Water [including, but not limited to, National Pollution Discharge Elimination System (NPDES), Statewide Stormwater Management Plan (SSWMP)] Permits and requirements that pertain to construction activities.

Review of the permit provisions, including NPDES Permit provisions the site specific SWPPP, the contract plans, Standard Specifications and contract Special Provisions and find the permit requirements and erosion prevention and sediment control (EPSC) procedures to be reasonable, workable, and binding.

The Contractor shall not be released from the project site responsibilities under the NPDES permit provisions until the Notice of Termination (NOT) is submitted to TDEC by the TDOT Regional Operations Engineer. The NOT is a certification that the construction project is permanently stabilized, and all construction related discharges have ceased. This means that the use of EPSC measures to alleviate concerns of surface erosion and transport of sediment to surface water conveyances or to waters of the state is no longer necessary. Furthermore, it means that permanent controls, hard surfaces and/or vegetation, used on the project are deemed adequate to prevent erosion and sediment transport and no other potential sources of construction-related pollution are on the project.

The Contractor shall not be released from any warranty provided for EPSC plantings, including sod and trees. If the entire project is complete as outlined in **105.15** of the Standard Specifications, the tree plantings shall still be required to meet the requirements of **802** Standard Specifications.

NPDES Permit Required Action

Accompany the TDOT EPSC inspector or TDOT consultant on all EPSC inspections of the entire construction project including permitted locations and potentially impacted streams, and attend all QA/QC Project Assessments.

EPSC Inspections shall be conducted as required in the most current TN Construction General Permit.

EPSC inspections shall be performed on the schedule established in the TN Construction General Permit until the site is permanently stabilized to determine if the permit requirements are being met. Where sites or portion(s) of the construction project have been temporarily stabilized, the inspections only have to be conducted once per month until construction activity resumes. Written

notification of the intent to change the inspection frequency and the justification for such request must be submitted to the TDOT District Supervisor and the TDEC Central Office before proceeding.

A representative who holds a current TDEC “*Fundamentals of Erosion Prevention and Sediment Control Level I*” certification shall accompany the TDOT EPSC inspector on all required EPSC inspections. The project supervisor(s) shall also hold a current TDEC “*Fundamentals of Erosion Prevention and Sediment Control Level I*” certification. Proof of required personnel training for the individual(s) shall be provided to the TDOT District Supervisor prior to beginning of construction.

The TDOT EPSC inspector shall document all deficiencies on the required current TDOT EPSC Inspection Report form. Sign the TDOT EPSC Inspection Report form and any supporting documentation indicating that there is agreement with the report, recommendations and repair schedule as stated in the documentation.

Make necessary maintenance and repairs relative to deficiencies in these permit conditions or requirements within 24 hours after an inspection identifies the maintenance or repair need, and/or as directed by the TDOT District Supervisor, unless conditions make a particular activity impracticable. Any such conditions that make immediate repairs impracticable shall be documented on the inspection report and provided to the TDOT District Supervisor, and be accompanied by an expected repair schedule based on forecasted weather conditions.

Review the site specific SWPPP that will be made available prior to or at the pre-construction conference, for any additional EPSC requirements. Sign and submit two copies of the SWPPP signature page provided by the Department in the site specific SWPPP. Submit for review and approval any changes/revisions to the SWPPP to prevent erosion and sediment transport at any time after contract execution. Rejection of any submittals by the Department does not relieve the liability for appropriate Best Management Practices (BMPs).

If at any time during this contract, the requirements for the Water Quality Permits and/or the Storm Water Permits for Construction Related Activities are changed/revised/updated, the Contractor shall be notified in writing by the Department of such requirements. Comply with the new requirements within 30 days of the Department notification.

If at any time that sedimentation is occurring or has occurred in streams impacted by the project, immediately notify the TDOT District Supervisor to evaluate the EPSC measures employed. A determination of the cause for sedimentation will be made by the Department. Immediately repair or replace defective EPSC measures and install, as applicable, additional or other EPSC measures with the goal of eliminating future sedimentation. Once a remediation plan is provided by the Department, within 24 hours after notification, begin the remediation as required. Based on the cause of sedimentation, the Department will determine if the cost of remediation will be performed at the Contractor's expense.

Failure to Comply

In the event a Notice of Noncompliance, Notice of Violation, Notice of Deficiency, or Order is issued by any State or Federal Agency on this project, any required corrective action and all fines

will be the sole responsibility of the Contractor as outlined in **107.01** of the Standard Specifications.

Failure to comply or take immediate corrective actions required within 24 hours, unless documented conditions make a particular maintenance or repair activity impracticable immediately, shall be reason for the TDOT District Supervisor to suspend all other work on the Project, except EPSC and traffic control. The Department will apply non-refundable deductions of monies from the Contract per calendar day from monies due to the Contractor for any EPSC work on the Project. This deduction can be made for each location, as determined by the TDOT District Supervisor, for each calendar day that the deficiency is allowed to remain and charged as item description "*Failure to Comply with Permit Deduction*". A deduction shall be made from monies due the Contractor, not as a penalty, but as liquidated damages, as indicated in **108.09** of the Standard Specifications.

If the necessary corrections/adjustments are not done in a timely manner as required, the Department will implement the provisions of **209.07** and **109.08** of the Standard Specifications that provides for the Department making repairs and recovering the costs thereof from the Contractor.

The Department will not participate in any payment or reimbursement for fines and will not authorize time extensions due to delays in project progress for work stoppage, to remedy the violations stated within the NOV, required by the TDOT District Supervisor as stated in **105.01** of the Standard Specifications.

Spill Prevention, Control, and Countermeasure

To help prevent the discharge of oil into navigable waters, the U.S. Environmental Protection Agency (EPA) developed the Spill Prevention, Control, and Countermeasure (SPCC) Program. The SPCC Program is under the authority of Section 311 (j)(1)(C) of the Federal Water Pollution Control Act (Clean Water Act) in 1974. The rule may be found at Title 40, Code of Federal Regulations (CFR), Part 112. Additional information regarding the preparation and requirements of a SPCC Plan can be found at: <http://www.epa.gov/oem/content/spcc/>.

If applicable based upon the total aggregate capacity of aboveground oil storage, develop a site specific SPCC Plan per EPA requirements. This plan shall be provided to the TDOT District Supervisor as part of the required submittals during the project Pre-Construction Meeting or at which time the conditions on the project site meet the applicable criteria. Shall be responsible for obtaining any other necessary local, state, and federal permits as applicable. The SPCC Plan and/or permits shall be kept on-site.

Comply with all aspects of the site specific SPCC Plan including but not limited to performing any required inspections as directed by the SPCC Plan as well as implementing material and spill management practices per the project's SWPPP. In the event, where a release containing a hazardous substance in an amount equal to, or in excess of a reportable quantity established under either 40 CFR 117 or 40 CFR 302 occurs during a 24 hour period, immediately notify the TDOT District Supervisor.

STATE**OF****TENNESSEE**

(Rev. 05-16-16)

(Rev. 04-01-19)

(Rev. 11-08-19)

(Rev. 3-2-23)

January 1, 2021

SPECIAL PROVISION**REGARDING****PAYMENT ADJUSTMENT FOR BITUMINOUS MATERIAL**

This Special Provision covers the method of payment adjustment for bituminous materials.

100% Virgin Bituminous Material

A payment adjustment will be made to compensate for increases and decreases of 5% or more in the contractor's bituminous material cost. The normal bid items in the contract covering the bituminous material shall not be changed. Payment adjustments (+/-) shall be paid under "Payment Adjustment for Bituminous Material" and calculated as described herein:

A "Basic Bituminous Material Index" will be established by the Tennessee Department of Transportation prior to the time the bids are opened. This "Basic Bituminous Material Index" is the average of the current quotations on P.G. 64-22 from suppliers furnishing asphalt cement to contractors in the State of Tennessee. These quotations are the cost per ton f.o.b. supplier's terminal.

The "Basic Bituminous Material Index" for this project is \$ **663.18** per ton.

The "Monthly Bituminous Material Index" is also established on the first day of each month by the same method. A payment adjustment shall be made provided the "Monthly Bituminous Material Index" varies 5% or more (+/-) from the "Basic Bituminous Material Index".

Where the price index varies 5% or more (+/-), the payment adjustment will be made as follows:

$$PA = [Ic - Ib] \times T$$

Where:

PA =	Price Adjustment for Adjustment Month
Ib =	Basic Bituminous Material Index
Ic =	Monthly Bituminous Material Index
T =	Tons bituminous material for Adjustment Month

Payment adjustment will be applied to all asphalt cement, asphalt emulsion, or bituminous material used for paving on this project.

Upon the expiration of the allocated working time, as set forth in the original contract or as extended by Change Order, payment adjustments for bituminous material will continue to be made when the "Monthly Bituminous Material Index" varies 5% or more (+/-) from the "Basic Bituminous Material Index".

The calculation of the bituminous payment adjustment shall be made using the "Monthly Bituminous Material Index" or the "Bituminous Material Index for Contract Completion Date" in accordance with the following formulas:

The "Bituminous Material Index for Contract Completion Date" is the Monthly Bituminous Material Index in effect on the allocated Contract Completion Date or on the completion date as extended by Change Order.

The "Monthly Bituminous Material Index" is **less** than the "Bituminous Material Index for Contract Completion Date".

$$PA = [Ic - Ib] \times T$$

The "Monthly Bituminous Material Index" is **greater** than the "Bituminous Material Index for Contract Completion Date".

$$PA = [Icd - Ib] \times T$$

Where:

PA =	Price Adjustment for Adjustment Month
Ib =	Basic Bituminous Material Index
Ic =	Monthly Bituminous Material Index
Icd =	Bituminous Material Index for Contract Completion Date (or as extended by Change Order)
T =	Tons

FOR REFERENCE ONLY

SiteManager or spreadsheet calculates the price adjustment based on the actual amount of asphalt cement (residue) in the emulsion using the following percentages:

-tack coats and shoulder sealants (e.g., SS-1, SS-1h, CSS-1, Css-1h)	63% residue
-prime coats (e.g., AE-P)	54% residue
-scrub seals and microsurfacing (e.g., CQS-1HP)	65% residue
-chip seals (e.g., CRS-2, CRS-2P)	69% residue
-hot in-place recycle (ARA-3P)	63% residue

Mixes Containing Recycled Bituminous Material

The quantity of virgin asphalt cement in tons subject to payment adjustment in recycled mixes shall be the product of the total tons of each mix multiplied by the difference between (1) the percent of asphalt cement specified for bidding purposes and (2) the percent of asphalt cement obtained from the recycled asphaltic material (RAP) used in each mix. No payment adjustment under this special provision for increases and decreases in the contractor's cost for virgin asphalt cement in recycled mixes will be allowed for asphalt cement content in excess of the percent specified for bidding purposes, as all payment adjustments for asphalt cement in the mix design of recycled mixes in excess of the percent of asphalt cement specified for bidding purposes will be made in accordance with the Standard Specifications.

No payment adjustment for bituminous material containing RAP shall be made unless the "Monthly Bituminous Material Index" varies 5% or more (+/-) from the "Basic Bituminous Material Index" indicated in this Special Provision.

Where the price index varies 5% or more (+/-), the payment adjustment will be made as follows:

$$PA = \frac{[Ic - Ib] \times [BA - RA]}{100} \times Tm$$

PA =	Price Adjustment for Adjustment Month
Ib =	Basic Bituminous Material Index
Ic =	Monthly Bituminous Material Index
BA =	Percent asphalt specified for bidding purposes
RA =	Percent asphalt obtained from recycled asphaltic material used in each mix
Tm =	Tons asphalt mix for adjustment month

Upon the expiration of the allocated working time, as set forth in the original contract or as extended by Change Order, payment adjustments for bituminous material containing RAP will continue to be made when the "Monthly Bituminous Material Index" varies 5% or more (+/-) from the "Basic Bituminous Material Index".

The calculation of the bituminous payment adjustment shall be made using the "Monthly Bituminous Material Index" or the "Bituminous Material Index for Contract Completion Date" in accordance with the following formulas:

The "Bituminous Material Index for Contract Completion Date" is the Monthly Bituminous Material Index in effect on the allocated Contract Completion Date or on the completion date as extended by Change Order.

The “Monthly Bituminous Material Index” is **less** than the “Bituminous Material Index for Contract Completion Date”.

$$PA = [Ic - Ib] \times \frac{[BA - RA]}{100} \times Tm$$

The “Monthly Bituminous Material Index” is **greater** than the “Bituminous Material Index for Contract Completion Date”.

$$PA = [Icd - Ib] \times \frac{[BA - RA]}{100} \times Tm$$

Where:

PA =	Price Adjustment for Adjustment Month
Ib =	Basic Bituminous Material Index
Ic =	Monthly Bituminous Material Index
Icd =	Bituminous Material Index for Contract Completion Date (or as extended by Change Order)
BA =	Percent asphalt specified for bidding purposes
RA =	Percent asphalt obtained from recycled asphaltic material used in each mix
Tm =	Tons asphalt mix for adjustment month

Bituminous Index (\$, ton)

(This Index to be used with Special Provision 109B)

MONTH

	January	February	March	April	May	June	July	August	September	October	November	December
2009	455.83	440.00	392.31	383.85	362.27	354.09	391.82	399.09	397.27	379.55	384.09	425.00
2010	445.45	490.91	499.55	500.45	501.36	489.55	474.09	450.00	447.27	442.73	441.36	453.18
2011	460.45	472.27	490.45	514.09	565.45	596.36	586.82	572.73	556.82	555.45	554.55	567.27
2012	571.36	596.82	610.91	615.45	623.18	625.91	605.91	587.27	570.91	570.50	569.50	568.50
2013	565.50	561.50	561.50	561.50	562.50	560.00	560.00	566.00	560.00	559.50	556.50	552.00
2014	552.00	552.00	556.00	556.00	566.00	574.50	588.00	608.00	613.00	609.00	602.00	585.50
2015	566.00	535.50	507.00	479.50	461.36	456.82	454.55	451.82	442.27	425.45	414.55	404.55
2016	388.64	366.82	349.09	335.00	328.64	333.64	344.55	340.91	334.09	331.82	329.55	329.55
2017	335.91	351.82	364.55	371.36	373.18	372.73	367.73	365.91	365.91	364.58	366.25	368.75
2018	380.42	390.42	400.00	418.33	435.42	462.92	494.58	533.75	543.75	545.83	544.58	541.67
2019	536.67	521.25	513.75	523.75	539.17	547.92	546.67	539.58	530.00	525.83	518.33	516.25
2020	513.75	511.25	512.08	492.08	466.67	445.42	432.08	430.83	427.50	425.00	421.67	416.67
2021	420.42	438.33	459.58	477.08	485.83	491.67	507.50	510.42	509.58	509.58	522.08	532.50
2022	532.92	547.08	586.25	659.17	705.42	745.42	772.92	773.75	764.17	735.00	709.17	689.17
2023	671.36	663.18	663.18									

YEAR

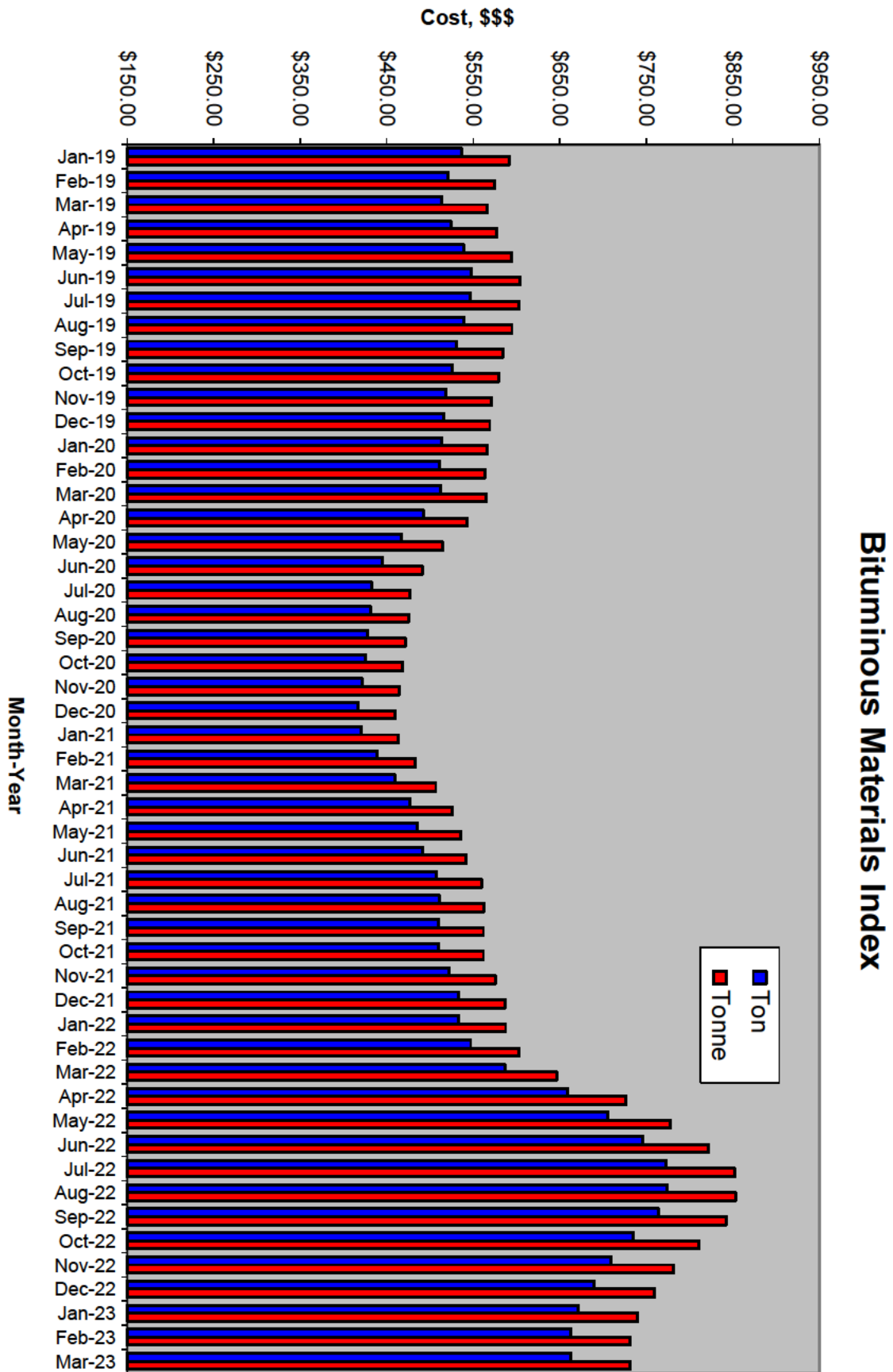
Bituminous Index (\$, tonne)

(This Index to be used with Special Provision 109BM (METRIC))

MONTH

	January	February	March	April	May	June	July	August	September	October	November	December
2009	502.47	485.02	432.45	423.12	399.34	390.32	431.91	439.92	437.92	418.38	423.39	468.48
2010	491.03	541.13	550.65	551.66	552.66	539.63	522.60	496.04	493.03	488.02	486.52	499.55
2011	507.56	520.59	540.63	566.69	623.31	657.38	646.86	631.32	613.79	612.28	611.28	625.31
2012	629.82	657.88	673.41	678.42	686.94	689.95	667.9	647.36	629.32	628.87	627.77	626.66
2013	623.36	618.95	618.95	618.95	620.05	617.29	617.29	623.91	617.29	616.74	613.44	608.48
2014	608.48	608.48	612.89	612.89	623.91	633.28	648.16	670.21	675.72	671.31	663.59	645.40
2015	623.91	590.29	558.87	528.56	508.57	503.56	501.05	498.04	487.52	468.98	456.96	445.94
2016	428.40	404.35	384.81	369.27	362.26	367.77	379.80	375.79	368.27	365.77	363.26	363.26
2017	370.28	387.81	401.84	409.36	411.36	410.86	405.35	403.35	403.35	401.88	403.72	406.48
2018	419.34	430.36	440.92	461.13	479.96	510.28	545.18	588.36	599.38	601.68	600.30	597.09
2019	591.57	574.58	566.31	577.34	594.33	603.97	602.60	594.79	584.22	579.63	571.36	569.07
2020	566.31	563.56	564.48	542.43	514.41	490.99	476.29	474.91	471.24	468.48	464.81	459.30
2021	463.43	483.18	506.60	525.89	535.54	541.97	559.42	562.64	561.72	561.72	575.50	586.98
2022	587.44	603.06	646.23	726.61	777.59	821.68	851.99	852.91	842.35	810.20	781.72	759.68
2023	740.05	731.03	731.03									

YEAR



STATE**OF****TENNESSEE**

September 8, 2016

January 1, 2021

SPECIAL PROVISION**REGARDING****MEASUREMENT AND PAYMENT**

Insert the following before the penultimate paragraph in Subsection 109.01:

In lieu of platform scales, a computer controlled weighing system connected to the hydraulic lifting system on front end loaders, or similar machines, may be used for weighing rock materials obtained from the excavation as provided in Subsection 104.09 or from temporary sources established to supply stone solely to the project where approved by the Engineer, subject to the following conditions:

1. The operator of the weighing system shall be a Certified Public Weigher as prescribed in Title 47, Chapter 26, Part 8, T.C.A.
2. The accuracy of the weighing system shall be within 1% $\pm$.
3. The weighing system shall be checked for accuracy at least once each day, or as often as deemed necessary by the Engineer. Verified weights equal to the capacity of the loading equipment shall be available on the project at all times for checking the accuracy of the weighing system.

With the bucket empty, the zero reading shall be checked each day before any material is loaded and again after one or two trucks are loaded and thereafter as determined by the operator or as directed by the Engineer.

The operation and checking of the weighing equipment shall be in accordance with the recommendations of the manufacturer of the equipment. A copy of the manufacturer's Operators Manual shall be furnished the Engineer prior to beginning weighing operations.

4. If the weighing system exceeds the 1% $\pm$ tolerance during any scale check, use of the weighing equipment shall cease until the scales are brought back within required tolerance.
5. The weighing system shall have a digital display capable of displaying the following:

- a. The weight of each bucket to the nearest 0.01 metric ton (ton) as the material is loaded.
 - b. The accumulated weight loaded into each hauling unit.
 - c. The total of the accumulated weights recorded on each sheet or roll of the printout (see Item No. 7 below).
6. The computer controlled weighing equipment shall be capable of printing weigh tickets on a continuous sheet or roll which provides the following data:
 - a. Item number for rock material being weighed.
 - b. Identification number for haul unit. (Each haul unit shall have an identification number prominently displayed.)
 - c. Date and time each haul unit is loaded.
 - d. Weight of rock material in each bucket weighed to nearest 0.01 metric ton (ton).
 - e. Total weight of rock material in each haul unit.
 - f. Total weight loaded during each shift or other unit of time as may be requested by the Engineer.
7. The weigh tickets will not accompany each haul unit to the placement site but will be retained on the printout in the loading unit; and the original printout shall be given to the Engineer's representative at the conclusion of the day's work, or upon request. Each continuous sheet or roll, or portion thereof, shall have the Certified Weigher's stamp affixed along with his/her signature.
8. The Department's Inspector at the delivery site will visually inspect each load and keep a record of the haul unit number and time of arrival. In the event a discrepancy between weigh tickets and the Inspector's record arises, the Inspector's record shall govern.
9. Under normal operations the computer controlled weighing system shall be capable of calibration by means of the programming buttons, switches or keys on the control panel or keyboard without resorting to internal adjustments.
10. If at any time the Engineer deems that the computer controlled weighing system is not performing satisfactorily, he will direct the Contractor to discontinue its use and weigh the rock material on platform scales as described above in this Subsection.

STATE**OF****TENNESSEE**

(Rev. 2-8-21)

January 1, 2021

SPECIAL PROVISION**REGARDING****REPAIR OF BRIDGE DECK CRACKS****Description**

This work consists of the cleaning and repairing of visible bridge deck cracks in accordance with the contract plans or as directed by the Engineer. Cracks shall be repaired using a High Molecular Weight Methacrylate (HMWM).

Materials

The material used for treating cracks shall be a low viscosity, non-fuming, high molecular weight methacrylate resin conforming to the following:

<u>Physical Property</u>	<u>Requirement</u>
Viscosity	25 cps, maximum (Brookfield RVT with UL adaptor, 50 RPM at 25°C (77°F))
Density	0.9 kg/L (7.5 lbs/gal), minimum, at 25°C (77°F)
Flash Point	82°C (180°F), minimum
Vapor Pressure	1.0 mm Hg, maximum at 25°C (77°F)
Gel Time	20 minutes minimum at application temperature
Tack Free Time	6 hours maximum
Bond Strength	10.3 MPa (1500 psi) minimum (ASTM C 882)

A qualified representative shall be on site to provide expert assistance on storage, mixing, application, clean-up and disposal of materials.

The promoter and initiator, if supplied separately, shall not contact each other directly. Containers of promoters and initiators shall not be stored together in a manner that will allow leakage or spillage from one to contact the containers or material of the other.

The quantity of resin mixed with promoter and initiator shall be limited to 5 gallons at a time for manual application. A significant increase in viscosity shall be cause for rejection. The mixed resin shall be applied within 10 minutes after complete mixing.

A Material Safety Data Sheet (MSDS) shall be furnished for the HMWM resin promoter and initiator to be used. A certification showing conformance to these specifications shall be provided with each batch of resin.

Aggregate materials shall consist of clean, dry, fine grained sand as per resin manufacturer specifications.

Surface Preparation

Preparation of the concrete bridge deck surface shall consist of air blasting all visible cracks with oil free compressed air using sufficient air pressure to remove all loose or objectionable material from the cracks and bridge deck surface as approved by the Engineer. The surface cracks shall be visually dry before treatment with HMWM is allowed to begin.

Application of HMWM

Plan and prosecute the operations in such a manner as to protect persons and vehicles from injury or damage. If required, perform the Work prior to any mechanical grooving.

The concrete surface temperature shall not be less than 50° F and not more than 100° F at the time of resin application.

In applying to individual cracks on a linear foot basis the resin shall be applied at an average rate of 1 gallon per 200 linear feet or as directed by the Engineer. Large cracks (wider than 0.03 inches) should be pre-filled with sand before applying resin. Each crack shall be treated with resin by ponding the resin over the crack and allowing gravity to feed the material into the crack. The resin shall be ponded over each crack for 5-10 minutes. The ponding procedure shall be repeated until each crack is sealed. Excess resin shall be cleaned up.

Traffic shall not be permitted on the treated bridge deck until the treated cracks are tack free (non-oily).

Method of Measurement

The Department will measure, complete in place, Bridge Deck Crack Sealing by the linear foot

The Department will measure Sealant by the gallon of sealant material used for bridge deck crack sealing.

Basis of Payment

The Department will pay for accepted quantities, complete in place, at the contract prices as follows:

Item No.	Description	Unit
617-02	BRIDGE DECK CRACK SEALING	LINEAR FEET
617-05	SEALANT (DESCRIPTION)	GALLON

Such payment will be full compensation for all work specified including labor, materials, equipment, tools, surface preparation and incidentals to complete the work.

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STATEOFTENNESSEE

(Rev. 9-7-22)

January 1, 2021

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY AND LOWER TIER COVERED TRANSACTIONS

The prospective Primary and/or Lower Tier participant certifies, by signing and submitting this proposal, to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph of this certification; and

Have not within a three- year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal; and

Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Where the prospective Primary and/or Lower Tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

(Exceptions to the above are to be submitted on a separate sheet with the bid proposal)

For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

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APPENDIX C – PERMITS

PERMITS

The following Permits are included, in their entirety, in Appendix C and are made a part of the Bidding Documents for the **Bundled Bridges Construction & Rehabilitation (COF Contract No. 2023-0024)**.

A. Spencer Creek Road over Deerfield Branch (COF Job No. 2021-011)

1. Tennessee Department of Environment & Conservation (“TDEC”) Aquatic Resource Alteration Permit (“ARAP”) **NR2204.305**
2. City of Franklin (“COF”) Stormwater/Grading (SWG) Permit – To be completed by city staff (at no cost to contractor) following formal Bid Award.

B. West Main Street (SR-246) over West Main Branch (COF Job No. 2019-013)

1. TDEC ARAP **NR2204.193**
2. Tennessee Department of Transportation (“TDOT”) Grading Permit – Request submitted to TDOT on March 24, 2023. Permit will be provided to contractor following formal Bid Award.
3. COF SWG Permit – To be completed by city staff (at no cost to contractor) following formal Bid Award.

C. Pratt Lane over Five Mile Creek (COF Job No. 2020-013)

1. TDEC ARAP **NR2204.194**
2. TDEC Division of Water Resources (“DWR”) Construction Permit **DW20221217** for relocating approximately 300 linear feet of 12-inch CL 350 DIP water with all related appurtenances.
3. COF SWG Permit – To be completed by city staff (at no cost to contractor) following formal Bid Award.

D. Bakers Bridge Avenue Overpass over I-65 (COF Job No. 2023-001)

1. No Permits Required

E. Mallory Lane over South Prong (COF Job No. 2023-002)

1. No Permits Required

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Under the Aquatic Resource Alteration

General Permit for Construction and Removal of Minor Road Crossings

Tennessee Department of Environment and Conservation
Division of Water Resources
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 11th Floor
Nashville TN 37243

ARAP - NR2204.305

Under authority of the Tennessee Water Quality Control Act of 1977 (TWQCA, T.C.A. 69-3-101 et seq.) the Division of Water Resources has determined the activity described below would not violate applicable water quality standards.

This activity is governed by the *General Permit for Construction and Removal of Minor Road Crossings* issued pursuant to the TWQCA. The work must be accomplished in conformance with accepted plans, specifications, data and other information submitted in support of application NR2204.305 and the terms and conditions set forth in the above referenced general permit.

PERMITTEE: City of Franklin

AUTHORIZED WORK: Replace existing crossing with 39 LF of 10'x8' concrete box culvert, 6 LF of wingwalls and associated Class B riprap at the inlet, and 9 LF of wingwalls and associated Class B riprap at the outlet

LOCATION: Spencer Creek Rd., Williamson County

Latitude: 35.9502 Longitude: -86.8671

WATERBODY NAME: Misc. tribs to Harpeth River

EFFECTIVE DATE: 08-NOV-22

EXPIRATION DATE: 07-APR-25

This does not preclude requirements of other federal, state or local laws. In particular, work shall not commence until the applicant has received the federal §404 permit from the U. S. Army Corps of Engineers, a §26a permit from the Tennessee Valley Authority or authorization under a Tennessee NPDES Storm Water Construction Permit where necessary. This permit may also serve as a federal §401 water quality certification (pursuant to 33 U.S.C. §1341) since the planned activity was reviewed and the division has reasonable assurance that the activity will be conducted in a manner that will not violate applicable water quality standards (T.C.A. § 69-3-101 et seq. or of § § 301, 302, 303, 306 or 307 of *The Clean Water Act*). The 401 Water Quality Certification Justifications and Citations related to the procedural requirements of §121.7(d) can be found at <https://www.tn.gov/environment/permit-permits/water-permits/aquatic-resource-alteration-permit-arap.html>.

A paper copy of the certifications and justifications can also be obtained by contacting water.permits@tn.gov or calling (615) 532-0359.

The state of Tennessee may modify, suspend or revoke this authorization should the state determine that the activity results in more than an insignificant degradation of applicable water quality standards or violation of the TWQCA. Failure to comply with permit terms may result in penalties in accordance with T.C.A. §69-3-115.



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES
NASHVILLE Environmental Field Office
711 R.S. GASS BOULEVARD
NASHVILLE, TN 37216

November 14, 2022

Mr. Jonathan Marston
Asst. Director of Engineering
City of Franklin
e-copy: jonathan.marston@franklintn.gov
109 3RD AVE S
FRANKLIN, TN 37064

Subject: **General Permit for Construction and Removal of Minor Road Crossings
Aquatic Resource Alteration Permit (ARAP) NR2204.305
Spencer Creek Road
City of Franklin
Franklin, Williamson County, Tennessee**

Dear Mr. Marston:

We have reviewed your application for the proposed Replace existing crossing with 39 LF of 10'x8' concrete box culvert, 6 LF of wingwalls and associated Class B riprap at the inlet, and 9 LF of wingwalls and associated Class B riprap at the outlet.

Pursuant to the *Tennessee Water Quality Control Act of 1977* (T.C.A. §§ 69-3-101 et seq.) and supporting regulations the Division of Water Resources is required to determine whether the activity described in the attached Notice of Coverage will violate applicable water quality standards. This permit may also serve as a federal section 401 water quality certification (pursuant to 33 U.S.C. § 1341). The 401 Water Quality Certification Justifications and Citations related to the procedural requirements of §121.7(d) can be found at <https://www.tn.gov/environment/permit-permits/water-permits/aquatic-resource-alteration-permit--arap-.html>. A paper copy of the certifications and justifications can also be obtained by contacting water.permits@tn.gov or calling (615) 532-0359.

This activity is governed by the *General Permit for Construction and Removal of Minor Road Crossings*. The work must be accomplished in conformance with accepted plans and information submitted in support of application NR2204.305 and the limitations and conditions set forth in the *General Permit for Construction and Removal of Minor Road Crossings* (enclosed). It is the responsibility of the permittee to ensure that all contractors involved with this project have read and understand the permit conditions before the project begins.

Excavation and fill activities associated with the road crossings must be separated from flowing waters. This may be accomplished through the utilization of cofferdams (non-erodible materials), berms or temporary channels. The bottom of the culverts must be constructed below the stream bed elevation to allow natural substrate to reestablish. Over-widening of the channel is expressly prohibited. All box culverts with more than one barrel must be constructed in a manner which will concentrate baseflow into one barrel. All disturbed areas must be revegetated or otherwise stabilized upon completion of construction.

Please note that authorization under this general permit is only for the construction of the structures and does not authorize water withdrawal or release. These structures may not cause bank erosion due to increased velocity or improper alignment. Adequate erosion controls must be installed prior to construction and maintained during construction of the project. All disturbed areas must be revegetated or otherwise stabilized upon completion of construction.

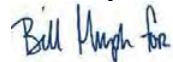
Annual Maintenance and Coverage Termination

Permittees will be assessed an annual maintenance fee of \$350 for coverages that exceed one year. Please note that this maintenance fee does not grant the right to extend coverage past the expiration date of the General Permit.

Permittees may terminate coverage prior to the expiration date by submitting a completed notice of termination form (NOT), which is available on the division's webpage at http://tdec.tn.gov/etdec/DownloadFile.aspx?row_id=CN-1450. A complete NOT should include photodocumentation of the finished project area. The division will notify the permittee that either the NOT was received and accepted, or that the permit coverage is not eligible for termination (due to existing deficiencies) and has not been terminated.

We appreciate your attention to the terms and conditions of this general permit for aquatic resource alteration. If you have any questions, please contact Mr. John Leffew at (615) 744-9419 or by e-mail at John.Leffew@tn.gov.

Sincerely,



Timmy Jennette

Environmental Program Manager

Encl: NOC and copy of general permit

CC: Nashville EFO Permit File

Ms. Christine Guy-Baker, Civil and Environmental Consultants, Inc., cguybaker@cecinc.com

Mr. Michael Scott, MS4 Coordinator, Williamson County Engineering Dept,
Michael.Scott@Williamsoncounty-tn.gov

Mr. Jeff Willoughby, Stormwater Management Coordinator, City of Franklin,
jeff.willoughby@franklintn.gov

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Under the Aquatic Resource Alteration

General Permit for Construction and Removal of Minor Road Crossings

Tennessee Department of Environment and Conservation
Division of Water Resources
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 11th Floor
Nashville TN 37243

ARAP - NR2204.193

Under authority of the Tennessee Water Quality Control Act of 1977 (TWQCA, T.C.A. 69-3-101 et seq.) the Division of Water Resources has determined the activity described below would not violate applicable water quality standards.

This activity is governed by the *General Permit for Construction and Removal of Minor Road Crossings* issued pursuant to the TWQCA. The work must be accomplished in conformance with accepted plans, specifications, data and other information submitted in support of application NR2204.193 and the terms and conditions set forth in the above referenced general permit.

PERMITTEE: City of Franklin

AUTHORIZED WORK: Extension of an existing slab bridge

LOCATION: W. Main St., Williamson County

Latitude: 35.919711 Longitude: -86.880433

WATERBODY NAME: Sharps Branch

EFFECTIVE DATE: 11-AUG-22

EXPIRATION DATE: 07-APR-25

This does not preclude requirements of other federal, state or local laws. In particular, work shall not commence until the applicant has received the federal §404 permit from the U. S. Army Corps of Engineers, a §26a permit from the Tennessee Valley Authority or authorization under a Tennessee NPDES Storm Water Construction Permit where necessary. This permit may also serve as a federal §401 water quality certification (pursuant to 33 U.S.C. §1341) since the planned activity was reviewed and the division has reasonable assurance that the activity will be conducted in a manner that will not violate applicable water quality standards (T.C.A. § 69-3-101 et seq. or of §§ 301, 302, 303, 306 or 307 of *The Clean Water Act*). The 401 Water Quality Certification Justifications and Citations related to the procedural requirements of §121.7(d) can be found at <https://www.tn.gov/environment/permit-permits/water-permits/aquatic-resource-alteration-permit-arap.html>. A paper copy of the certifications and justifications can also be obtained by contacting water.permits@tn.gov or calling (615) 532-0359.

The state of Tennessee may modify, suspend or revoke this authorization should the state determine that the activity results in more than an insignificant degradation of applicable water quality standards or violation of the TWQCA. Failure to comply with permit terms may result in penalties in accordance with T.C.A. §69-3-115.



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES
NASHVILLE Environmental Field Office
711 R.S. GASS BOULEVARD
NASHVILLE, Tn 37216

August 11, 2022

Mr. Paul Holzen, P.E.
Director of Engineering
City of Franklin
e-copy: paul.holzen@franklintn.gov
109 Third Avenue South
Franklin, TN 37064

Subject: **General Permit for Construction and Removal of Minor Road Crossings
Aquatic Resource Alteration Permit (ARAP) NR2204.193
West Main Street Improvements
City of Franklin
Franklin, Williamson County, Tennessee**

Dear Mr. Holzen:

We have reviewed your application for the proposed Extension of an existing slab bridge.

Pursuant to the *Tennessee Water Quality Control Act of 1977* (T.C.A. §§ 69-3-101 et seq.) and supporting regulations the Division of Water Resources is required to determine whether the activity described in the attached Notice of Coverage will violate applicable water quality standards. This permit may also serve as a federal section 401 water quality certification (pursuant to 33 U.S.C. § 1341). The 401 Water Quality Certification Justifications and Citations related to the procedural requirements of §121.7(d) can be found at <https://www.tn.gov/environment/permit-permits/water-permits/aquatic-resource-alteration-permit--arap-.html>. A paper copy of the certifications and justifications can also be obtained by contacting water.permits@tn.gov or calling (615) 532-0359.

This activity is governed by the *General Permit for Construction and Removal of Minor Road Crossings*. The work must be accomplished in conformance with accepted plans and information submitted in support of application NR2204.193 and the limitations and conditions set forth in the *General Permit for Construction and Removal of Minor Road Crossings* (enclosed). It is the responsibility of the permittee to ensure that all contractors involved with this project have read and understand the permit conditions before the project begins.

Excavation and fill activities associated with the road crossings must be separated from flowing waters. This may be accomplished through the utilization of cofferdams (non-erodible materials), berms or temporary channels. The bottom of the culverts must be constructed below the stream bed elevation to allow natural substrate to reestablish. Over-widening of the channel is expressly prohibited. All box culverts with more than one barrel must be constructed in a manner which will concentrate baseflow into one barrel. All disturbed areas must be revegetated or otherwise stabilized upon completion of construction.

Please note that authorization under this general permit is only for the construction of the structures and does not authorize water withdrawal or release. These structures may not cause bank erosion due to

increased velocity or improper alignment. Adequate erosion controls must be installed prior to construction and maintained during construction of the project. All disturbed areas must be revegetated or otherwise stabilized upon completion of construction.

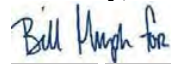
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Permittees will be assessed an annual maintenance fee of \$350 for coverages that exceed one year. Please note that this maintenance fee does not grant the right to extend coverage past the expiration date of the General Permit.

Permittees may terminate coverage prior to the expiration date by submitting a completed notice of termination form (NOT), which is available on the division's webpage at http://tdec.tn.gov/etdec/DownloadFile.aspx?row_id=CN-1450. A complete NOT should include photodocumentation of the finished project area. The division will notify the permittee that either the NOT was received and accepted, or that the permit coverage is not eligible for termination (due to existing deficiencies) and has not been terminated.

We appreciate your attention to the terms and conditions of this general permit for aquatic resource alteration. If you have any questions, please contact Mr. John Leffew at (615) 744-9419 or by e-mail at John.Leffew@tn.gov.

Sincerely,



Timmy Jennette

Environmental Program Manager

Encl: NOC and copy of general permit

CC: Nashville EFO Permit File

Mr. Jeff Willoughby, Stormwater Coordinator, City of Franklin, jeff.willoughby@franklin.tn.gov

Brian Ralstin, Project Manager, Alfred Benesch and Co, bralstin@benesch.com

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TDOT Region 3 Permit Application Information

To apply for an entrance or grading permit on TDOT Right of Way, the following information will need to be provided to the TDOT District Office Contact in the county you are applying. The TDOT District contact will need the following information from the applicant:

1. Copy of the deed to the property
2. Set of Engineering Plans
3. A completed permit application (included in this packet)
4. If applying for an entrance permit, the engineer designing the plans shall submit a completed signed Entrance Permit Checklist (Included in this packet) to the TDOT district office when applying for the permit.
5. If applying for an grading permit, the engineer designing the plans shall submit a completed signed Grading Permit Checklist (Included in this packet) to the TDOT district office when applying for the permit.
6. If applying for both an entrance and grading permit, the engineer designing the plans shall submit both a completed signed grading and entrance permit checklist.
7. Documentation from the local government (city or county) that shows the local goverment has approved the plans.

District	TDOT District Office Contact (Contact to apply for permit)	County	TDOT Region 3 Traffic Office Point of Contact
37	Badrul Ahsan 615-350-4341 Badrul.Ahsan@tn.gov	Davidson	Eric Atkinson 615-350-4335 Eric.Atkinson@tn.gov
		Williamson	
	Lanny Huffman 615-451-5500 Lanny.Huffman@tn.gov Alan Hall Alan.J.Hall@tn.gov 615-451-5822	Trousdale	Fatima Farhangi 615-350-4338 Fatima.Farhangi@tn.gov
		Smith	
		Sumner	
		Macon	
		Wilson	
38	Greg Ross 931-296-9609 Greg.Ross@tn.gov	Cheatham	Ricky Jones 615-350-4336 Ricky.Jones@tn.gov
		Dickson	
		Hickman	
		Houston	
		Stewart	
		Humphreys	
		Maury	Eric Atkinson/Fatima Farhangi
		Montgomery	Ricky Jones 615-350-4336 Ricky.Jones@tn.gov
39	India Edwards 931-270-5042 931-247-0548 India.Edwards@tn.gov	Robertson	
		Bedford	Eric Atkinson/Fatima Farhangi
		Moore	
		Giles	
		Lawrence	Ricky Jones 615-350-4336 Ricky.Jones@tn.gov
		Lewis	
		Lincoln	
		Marshall	Eric Atkinson/Fatima Farhangi
		Perry	
		Rutherford	
		Wayne	

PERMIT APPLICATION

**TENNESSEE DEPARTMENT OF TRANSPORTATION
HIGHWAY ENTRANCE APPLICATION AND PERMIT**

APPLICATION IDENTIFICATION (FOR OFFICE USE ONLY)

Driveway Permit No. _____

County: _____ City (if applicable): _____

State Route: _____ Log Mile: _____

Effective Date: _____

Exact Distance: ☐ Miles ☐ Feet ☐ N ☐ S ☐ E ☐ W
from the intersection of Route _____ and Route _____ towards _____ (city/town)

Temporary Traffic Control required? ☐ Yes ☐ No

Property ☐ is ☐ is not located with _____ city zoning area

LOCATION INFORMATION (to be completed by property owner)

Property Owner Name: City of Franklin

Property Address: West Main Street (SR-246)

Structure widening at bridge over

Sharps Branch

Development Name (if any): West Main Street

Bridge Widening Project

County: Williamson

Property will be used for:

☐ Single Family Residential/Farm

☐ Commercial/Multifamily residential

☐ Street type entrance

☐ Sidewalk present

☒ Sidewalk to be added

AGREEMENT (To be completed by TDOT)

1. I, the undersigned property owner, request access and permission to construct a highway entrance(s) onto State right-of-way at the above-described location.
2. I agree that the entire cost of constructing and maintaining an approved driveway access or private street connection and fulfilling the conditions of this permit will be borne solely by me and my grantees, successors, and assignees.
3. I agree to construct and maintain the driveway(s) or street entrance(s) and adjoining sidewalk (if applicable) in conformance with the current *Manual for Constructing Driveway Entrances on State Highways* as adopted by the Tennessee Department of Transportation (TDOT). I understand that a traffic engineering study and/or plans may be required.
4. I agree that no signs or objects will be placed on or over State right-of-way without written approval from TDOT.
5. I agree that the driveway(s) or street(s) shall be constructed as shown on the attached plans.
6. I agree to provide a surety bond, cash bond, or letter of credit using the appropriate TDOT form in the amount of \$ _____, guaranteeing the performance of the terms and conditions of this Permit. This Permit shall not become effective unless and until such bond has been posted TDOT. Bond shall be effective for the term of this permit. (Residential applicants are exempt.)
7. I agree that this permit becomes **void** if construction of the driveway(s) or street(s) is not completed by _____ (date).
8. I agree, if required by TDOT as indicated above, to provide during and following construction proper signs, flaggers and other warning devices for the protection of traffic in conformance with the current "Manual on Uniform Traffic Control Devices for Streets and Highways" and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Regional Traffic Engineer.
9. I agree to indemnify and hold harmless the State of Tennessee, TDOT, and its employees and officials from all damages and claims for damage that may arise by reason of my construction of the driveway(s) or street entrance(s).
10. I agree to carry liability insurance with an insurer and in a form acceptable to TDOT if so required, and to provide an insurance certificate indicating such coverage to match the exposure of the State to claims for negligence as set forth in Tenn. Code Ann. § 9-8-307. Said limits are currently three hundred thousand dollars (\$300,000) per person and one million dollars (\$1,000,000) per claim, and the coverage must remain in effect from the beginning of construction until the construction has been completed and approved, in writing, by TDOT.
11. I agree that this Permit may be revoked by the TDOT Commissioner at any time when, in his discretion, the public interest requires such revocation, without any liability on the part of the State. I understand that such revocation shall not in any way impair any rights of ingress and egress to the highway in which I may be vested by law.
12. I agree that this Permit does not become effective unless and until it is fully executed by both parties.

13. Permittee acknowledges and agrees that this Permit authorizes access to the State Highway System for driveway and/or field entrances only. TDOT does not review, approve or otherwise investigate the proposed driveway for any purposes other than compliance with TDOT standards for driveway and/or field entrances. TDOT does not review the proposed driveway for compliance with other state or federal regulation requirements. This permit does not authorize alteration to any stream, aquatic resource or waters of the State. It is the responsibility of the Permittee to ensure that all water quality requirements are met and permits required for driveway construction across streams or wetlands, including but not limited to Tennessee Department of Environment and Conservation ARAP permits, USA Corp of Engineers 404 permits, or any permits required by federal, state, or local governments are obtained. Failure to obtain all such applicable permits shall void this driveway permit.

14. I agree to notify the Regional Traffic Engineer or their designee when the proposed work is completed, so that TDOT may inspect the completed work and release the bond if the work is satisfactory.

SIGNATURE(S) OF PERMITTEE

INDIVIDUAL PROPERTY OWNER

SIGNATURE _____
PRINT NAME _____
MAILING ADDRESS _____
PHONE _____
DATE _____

CONTRACTOR (to be signed only when certificate of general liability insurance is furnished by Contractor)

SIGNATURE _____
DATE _____

CORPORATE PROPERTY OWNER

SIGNATURE Paul P. Holzen
PRINT NAME Paul Holzen
TITLE Director
MAILING ADDRESS 109 3rd Avenue South
Franklin, TN 37064
PHONE 615-791-3217
DATE 3/08/2023

FOR OFFICE USE ONLY

APPLICATION RECEIVED BY REGIONAL TRAFFIC OFFICE/DISTRICT MAINTENANCE OFFICE

BY: _____ DATE: _____

APPLICATION APPROVED BY TDOT

BY: _____ DATE: _____
Regional Director or Designee

COMPLETION OF SATISFACTORY FINAL INSPECTION BY TDOT

BY: _____ DATE: _____
TITLE: _____

TDOT COMMENTS:

GRADING PERMIT CHECKLIST

TDOT Region 3 Traffic Office Grading Permit Checklist Form

This Five(5) Page Checklist is to be filled out by the Engineer that is designing the plans for a Grading Permit on TDOT ROW.

This form should be completed and submitted by the design engineer when an application for a TDOT permit is made to grade on TDOT ROW.

Please note there is a separate checklist for simple driveways.

If you are applying for both a simple driveway and a grading permit, this checklist and the simple driveway checklist will both need completed.

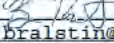
Please fill out all applicable items on this form and provide all information that is requested on this form on the Design Plans.

Examples of situations that will require a TDOT Grading Permit:

Installation and/or modification of left turn lanes, right turn lanes, center turn lanes, acceleration lanes, travel lanes

Performing earthwork activities on state ROW (other than a simple entrance)

Installation of curb and gutter sections and other drainage structures on TDOT ROW

Name of Engineer	Brian A. Ralstin, PE
Engineer Signature	
Email/Phone Number	bralstin@benesch.com/219-512-3291
Engineering Firm Name	Alfred Benesch and Co.
Name of Development	West Main Street Bridge Widening
State Route	SR-246
City and/or County	City of Franklin

TDOT Requires that documentation be provided by the permit applicant showing that the local government has approved the plans.			
Is this documentation being submitted with this grading permit application?	☒ YES	☐ NO	
Have the plans been stamped by a licensed engineer registered in Tennessee?	☒ YES	☐ NO	
Is there a statement on the plans stating "There will be no increase in the Q50 runoff from the development onto TDOT ROW"?	☐ YES	☒ NO	
Are all stormwater pipes on TDOT Row 18 inches or greater	☒ YES	☐ NO	N/A
Are the size and type of stormwater pipes on TDOT ROW called out on plans?	☒ YES	☐ NO	N/A
Do the plans show the TDOT ROW line and the property lines of surrounding properties	☒ YES	☐ NO	N/A
Is there a statement on the plans stating "There will be no increase in the Q50 runoff from the development onto TDOT ROW"?	☐ YES	☐ NO	☒ N/A

For all construction on TDOT ROW, TDOT Standard Drawings shall be referenced on the plans where applicable. For each item listed below, please call out/label on the plans (with an arrow pointing to the applicable item on the plans) the TDOT Standard Drawing Number. In addition to labeling/calling each item out on the plans, please also include the actual TDOT Standard Drawing in the plan's appendix section. All TDOT Standard Drawings are available online.

Please Circle YES NO or N/A when filling out checklist						
	Are TDOT Standard Drawing Numbers Labeled/Called Out on Plans?			Is the TDOT Standard Drawing Included in the Appendix?		
Sidewalks	☒ YES	☐ NO	☐ N/A	☒ YES	☐ NO	☐ N/A
Crosswalk Markings	☒ YES	☐ NO	☐ N/A	☒ YES	☐ NO	☐ N/A
Handicap Ramps	☒ YES	☐ NO	☐ N/A	☒ YES	☐ NO	☐ N/A
Driveway Ramps	☐ YES	☐ NO	☒ N/A	☐ YES	☐ NO	☒ N/A

Grading Permit Checklist (Page 2 of 5)

	Are TDD Standard Drawing Numbers Labeled/Called Out on Plans?			Is the TDD Standard Drawing Included in the Appendix?		
Pavement Markings	☒ YES	☐ NO	☐ N/A	☒ YES	☐ NO	☐ N/A
Pedestrian Safety Rail	☒ YES	☐ NO	☐ N/A	☒ YES	☐ NO	☐ N/A
Curb and Gutter	☒ YES	☐ NO	☐ N/A	☒ YES	☐ NO	☐ N/A
Curb Inlets	☐ YES	☐ NO	☒ N/A	☐ YES	☐ NO	☒ N/A
Catch Basins	☒ YES	☐ NO	☐ N/A	☒ YES	☐ NO	☐ N/A
Manholes	☐ YES	☐ NO	☒ N/A	☐ YES	☐ NO	☒ N/A
Junction Boxes	☐ YES	☐ NO	☒ N/A	☐ YES	☐ NO	☒ N/A
Flumes	☐ YES	☐ NO	☒ N/A	☐ YES	☐ NO	☒ N/A
Safety Cross Drain Endwalls	☐ YES	☐ NO	☒ N/A	☐ YES	☐ NO	☒ N/A
Safety Side Drain Endwalls	☐ YES	☐ NO	☒ N/A	☐ YES	☐ NO	☒ N/A
Headwalls	☐ YES	☐ NO	☒ N/A	☐ YES	☐ NO	☒ N/A
Raised Medians	☐ YES	☐ NO	☒ N/A	☐ YES	☐ NO	☒ N/A
Raised Islands	☐ YES	☐ NO	☒ N/A	☐ YES	☐ NO	☒ N/A
Guardrail	☐ YES	☐ NO	☒ N/A	☐ YES	☐ NO	☒ N/A
Guardrail End Terminals	☐ YES	☐ NO	☒ N/A	☐ YES	☐ NO	☒ N/A
TDOT Controlled Access Fence	☐ YES	☐ NO	☒ N/A	☐ YES	☐ NO	☒ N/A

Do the plans include the installation and/or modification of left turn lanes, right turn lanes, center turn lanes, acceleration lanes or travel lanes?

☒ YES

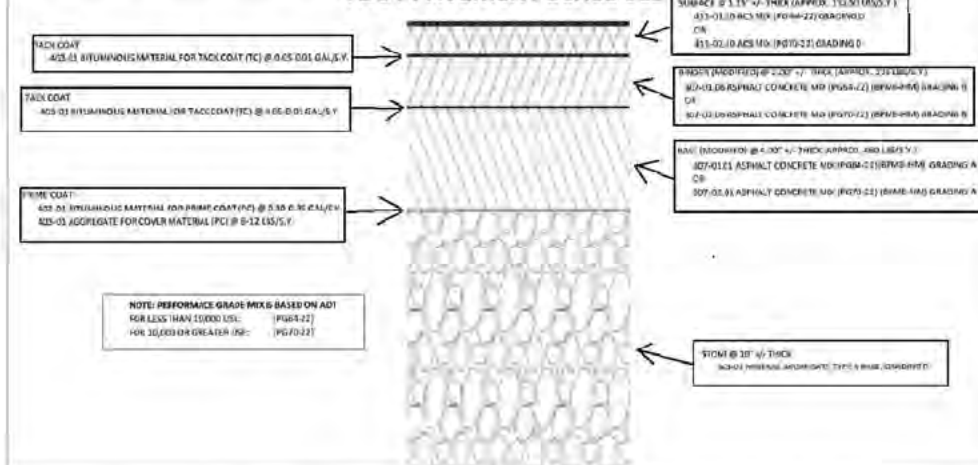
☐ NO

If YES, please proceed to the next page and continue to fill out Checklist Items

If NO, the rest of this form is not applicable and you can stop here

Please note the shoulders TDOT highways are not constructed with full depth asphalt. Therefore, when widening the state highway, any existing shoulders that will be converted to travel lanes will need to be reconstructed with the TDOT full depth pavement section shown below. Also, any new travel lanes will need to be constructed with the below pavement section.

TDOT PAVEMENT SCHEDULE



When adding auxiliary lanes, the entire roadway at the site shall be resurfaced to prevent differential settlement, eliminate undesirable pavement contrast and provide proper pavement markings. When the design of an auxiliary lane requires that the through lanes of the highway be shifted to a new alignment, the entire length and width roadway within the limits of the shift shall be resurfaced. Any removal of cross hatching or removal of large areas of striping will require mill and overlay prior to restriping. All pavement markings shall be thermoplastic. All seams shall be in line with lane boundaries.

Typical Section shows appropriate pavement schedule and locations where full depth and/or resurface is required. Pavement section for West Main matches City of Franklin Standards.

Grading Permit Checklist (Page 4 of 5)

In addition to all above checklists, the following checklists will need to be completed by the engineer designing the auxiliary lane.
Please Circle YES, NO or N/A when filling out the checklists below:

PAVEMENT INFORMATION

On an overhead plan sheet, are areas of the roadway that will be full depth pavement shaded on the plans?	YES	NO	N/A
Is it clear on the plans that these areas will need to be constructed with the TDOT Full Depth Pavement Section?	YES	NO	N/A
On an overhead plan sheet, are the areas of the roadway that will be milled and overlaid shaded on the plans (Use a different shade than full depth pavement)?	YES	NO	N/A
Is it clear on the plans that these areas will need to be milled and overlaid with 1.25" 411 D Mix?	YES	NO	N/A
Is there a legend on the plans that shows a distinction between the shading for the mill and overlay and full depth sections?	YES	NO	N/A
Is the TDOT Pavement Section shown on page 3 of this checklist included in the plans?	YES	NO	N/A
Are all existing shoulders that will be converted to travelled lanes shown on the plans as being reconstructed with full depth pavement?	YES	NO	N/A
Are all new travelled lanes shown on plans as being constructed with TDOT Full Depth Pavement?	YES	NO	N/A
Please confirm all areas of the existing full depth roadway that need to be restriped are shown on the plans to be milled and overlay with 1.25" 411-D mix prior to restriping	YES	NO	N/A
Please confirm that all seams are shown to be on the lane lines in the plans	YES	NO	N/A

see note above

PAVEMENT MARKINGS and SIGNAGE

Are TDOT Standard Drawings T-M-1, T-M-2, T-M-3 and T-M-4 referenced for all pavement markings where applicable?	YES	NO	N/A
Do new signs that need to be installed reference the MUTCD sign number and size on the plans?	YES	NO	N/A
Are the size of stop bars and pavement arrows called out on the plans and detailed in the appendix?	YES	NO	N/A
Are all signs on TDOT Row that need to be relocated shown on plans?	YES	NO	N/A
Is there a note on the plans stating that "All Pavement Markings on TDOT ROW shall be Thermoplastic"?	YES	NO	N/A
Is a proposed striping plan provided that shows the proposed color of the lines and line types?	YES	NO	N/A
Is the speed limit of the state highway shown on the plans?	YES	NO	N/A
Are Lane widths, bike lanes and shoulder widths shown on plans?	YES	NO	N/A
Are the approach/departure taper length, bay taper length and storage length dimensioned and shown on plans?	YES	NO	N/A

TYPICAL SECTION

Do the plans include an existing and proposed typical section which references the existing centerline?	<u>YES</u>	NO	N/A
Does the typical section include existing and proposed pavement thicknesses?	<u>YES</u>	NO	N/A
Does the typical section include existing and proposed pavement layer types?	<u>YES</u>	NO	N/A
Does the typical section include existing and proposed shoulder widths?	<u>YES</u>	NO	N/A
Does the typical section include existing and proposed lane widths?	<u>YES</u>	NO	N/A
Does the typical section include existing and proposed auxiliary lane widths?	<u>YES</u>	NO	N/A
Does the typical section include existing and proposed ditchline and sideslopes?	YES	NO	<u>N/A</u>
Does the typical section include existing and proposed guardrail?	YES	NO	<u>N/A</u>



Under the Aquatic Resource Alteration

General Permit for Construction and Removal of Minor Road Crossings

Tennessee Department of Environment and Conservation
Division of Water Resources
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 11th Floor
Nashville TN 37243

ARAP - NR2204.194

Under authority of the Tennessee Water Quality Control Act of 1977 (TWQCA, T.C.A. 69-3-101 et seq.) the Division of Water Resources has determined the activity described below would not violate applicable water quality standards.

This activity is governed by the *General Permit for Construction and Removal of Minor Road Crossings* issued pursuant to the TWQCA. The work must be accomplished in conformance with accepted plans, specifications, data and other information submitted in support of application NR2204.194 and the terms and conditions set forth in the above referenced general permit.

PERMITTEE: City of Franklin

AUTHORIZED WORK: A slab bridge replacement on Pratt Lane over Fivemile Creek.- 576 Pratt Ln.

LOCATION: Pratt Ln., Williamson County

Latitude: 35.8484 Longitude: -86.8269

WATERBODY NAME: Fivemile Creek

EFFECTIVE DATE: 12-AUG-22

EXPIRATION DATE: 07-APR-25

This does not preclude requirements of other federal, state or local laws. In particular, work shall not commence until the applicant has received the federal §404 permit from the U. S. Army Corps of Engineers, a §26a permit from the Tennessee Valley Authority or authorization under a Tennessee NPDES Storm Water Construction Permit where necessary. This permit may also serve as a federal §401 water quality certification (pursuant to 33 U.S.C. §1341) since the planned activity was reviewed and the division has reasonable assurance that the activity will be conducted in a manner that will not violate applicable water quality standards (T.C.A. § 69-3-101 et seq. or of § § 301, 302, 303, 306 or 307 of *The Clean Water Act*). The 401 Water Quality Certification Justifications and Citations related to the procedural requirements of §121.7(d) can be found at <https://www.tn.gov/environment/permit-permits/water-permits1/aquatic-resource-alteration-permit-arap-.html>. A paper copy of the certifications and justifications can also be obtained by contacting water.permits@tn.gov or calling (615) 532-0359.

The state of Tennessee may modify, suspend or revoke this authorization should the state determine that the activity results in more than an insignificant degradation of applicable water quality standards or violation of the TWQCA. Failure to comply with permit terms may result in penalties in accordance with T.C.A. §69-3-115.



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES
NASHVILLE Environmental Field Office
711 R.S. GASS BOULEVARD
NASHVILLE, Tn 37216

August 24, 2022

Mr. Paul Holzen, P.E.
Director of Engineering
City of Franklin
e-copy: paul.holzen@franklintn.gov
109 Third Avenue South
Franklin, TN 37064

Subject: **General Permit for Construction and Removal of Minor Road Crossings
Aquatic Resource Alteration Permit (ARAP) NR2204.194
Pratt Lane Improvements
City of Franklin
Franklin, Williamson County, Tennessee**

Dear Mr. Holzen:

We have reviewed your application for the proposed A slab bridge replacement on Pratt Lane over Fivemile Creek.- 576 Pratt Ln..

Pursuant to the *Tennessee Water Quality Control Act of 1977* (T.C.A. §§ 69-3-101 et seq.) and supporting regulations the Division of Water Resources is required to determine whether the activity described in the attached Notice of Coverage will violate applicable water quality standards. This permit may also serve as a federal section 401 water quality certification (pursuant to 33 U.S.C. § 1341). The 401 Water Quality Certification Justifications and Citations related to the procedural requirements of §121.7(d) can be found at <https://www.tn.gov/environment/permit-permits/water-permits/aquatic-resource-alteration-permit--arap-.html>. A paper copy of the certifications and justifications can also be obtained by contacting water.permits@tn.gov or calling (615) 532-0359.

This activity is governed by the *General Permit for Construction and Removal of Minor Road Crossings*. The work must be accomplished in conformance with accepted plans and information submitted in support of application NR2204.194 and the limitations and conditions set forth in the *General Permit for Construction and Removal of Minor Road Crossings* (enclosed). It is the responsibility of the permittee to ensure that all contractors involved with this project have read and understand the permit conditions before the project begins.

Excavation and fill activities associated with the road crossings must be separated from flowing waters. This may be accomplished through the utilization of cofferdams (non-erodible materials), berms or temporary channels. The bottom of the culverts must be constructed below the stream bed elevation to allow natural substrate to reestablish. Over-widening of the channel is expressly prohibited. All box culverts with more than one barrel must be constructed in a manner which will concentrate baseflow into one barrel. All disturbed areas must be revegetated or otherwise stabilized upon completion of construction.

Please note that authorization under this general permit is only for the construction of the structures and does not authorize water withdrawal or release. These structures may not cause bank erosion due to increased velocity or improper alignment. Adequate erosion controls must be installed prior to construction and maintained during construction of the project. All disturbed areas must be revegetated or otherwise stabilized upon completion of construction.

Annual Maintenance and Coverage Termination

Permittees will be assessed an annual maintenance fee of \$350 for coverages that exceed one year. Please note that this maintenance fee does not grant the right to extend coverage past the expiration date of the General Permit.

Permittees may terminate coverage prior to the expiration date by submitting a completed notice of termination form (NOT), which is available on the division's webpage at http://tdec.tn.gov/etdec/DownloadFile.aspx?row_id=CN-1450. A complete NOT should include photodocumentation of the finished project area. The division will notify the permittee that either the NOT was received and accepted, or that the permit coverage is not eligible for termination (due to existing deficiencies) and has not been terminated.

We appreciate your attention to the terms and conditions of this general permit for aquatic resource alteration. If you have any questions, please contact Ms. Virginia Lawrence at (615) 714-0730 or by e-mail at Virginia.Lawrence@tn.gov.

Sincerely,



Timmy Jennette

Environmental Program Manager

Encl: NOC and copy of general permit

CC: Nashville EFO Permit File

Mr. Jeff Willoughby, Stormwater Coordinator, City of Franklin, jeff.willoughby@franklintn.gov

GRADING PERMIT CHECKLIST



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES
William R. Snodgrass - Tennessee Tower
312 Rosa L. Parks Avenue, 11th Floor
Nashville, Tennessee 37243-1102

January 25, 2023

Mr. Brian Ralstin, P.E.
Project Manager
e-copy: bralstin@benesch.com
Alfred Benesch and Co
574 Franklin Rd., Ste. 300
Franklin, TN 37069

RE: **FRANKLIN WATER DEPT (PWSID TN0000246)**
Williamson County
Project Number: DW20221217
Pratt Lane Water Line

Dear Mr. Ralstin:

The Tennessee Department of Environment and Conservation, Division of Water Resources, acknowledges receipt of construction documents for the referenced project on October 26, 2022 & January 25, 2023.

This project generally consists of relocating approximately 300 linear feet of 12-inch CL 350 DIP water line with all related appurtenances. As indicated by our stamp, this project has been approved for construction.

This letter, with the enclosed engineering documents bearing our official stamp, constitutes approval by the Commissioner of the Tennessee Department of Environment and Conservation for construction of the referenced facility. Approval is granted in accordance with the Tennessee Safe Drinking Water Act of 1983 and Regulations of the Tennessee Board of Water Quality, Oil and Gas. One complete set of plans and specifications, bearing the official stamp, must be kept at the construction site. Projects utilizing previously approved standard specifications are not required to maintain a stamped copy of the specifications at the construction site. All construction must conform with these approved documents. It is the responsibility of the water utility and/or their engineer to ensure that construction conforms to the plans and specifications.

Approval expires one year from the stamped approval date (January 25, 2023) unless construction is either underway or complete. Deviations from the approved plan documents which may affect

the quality or quantity of potable water must be submitted and approved in writing before such changes are made.

The Nashville Environmental Field Office should also be contacted for determinations regarding whether an Aquatic Resource Alteration Permit (ARAP) and/or a National Pollutant Discharge Elimination System (NPDES) construction stormwater permit will need to be obtained prior to the beginning of construction of this project.

The Division's appropriate Field Office may desire to schedule an inspection of the construction work to verify compliance with the approved plans and specifications. Therefore the engineer or the water utility shall notify the Nashville Field Office of the start of construction. This notification may be made by completing and sending the attached "Construction Start Notification" form to the field office.

To expedite matters, please reference the assigned drinking water project number DW20221217 on any future correspondence. If you have any questions, please feel free to contact Ms. Souraya Fathi at (615) 532-0167 or by E-mail at Souraya.Fathi@tn.gov.

Sincerely,

A handwritten signature in blue ink that reads "Angela Jones".

Angela Jones, P.E.
Manager, Engineering Services Unit

Enclosures: Approved Construction Documents
 Construction Start Notification Form

cc: Mr. Brian Goodwin, Assistant Director of Water Management, City of Franklin Water Management,
 brian.goodwin@franklin.tn.gov
 Mr. Mehdi Sadri, EPS 3, TDEC Division of Water Resources, Mehdi.Sadri@tn.gov

CONSTRUCTION START NOTIFICATION

INSTRUCTIONS: WHEN THE CONSTRUCTION START DATE FOR A PROJECT IS KNOWN, COMPLETE THIS FORM AND EMAIL, MAIL OR FAX TO:

Mehdi Sadri
Nashville Field Office
Division of Water Resources
711 R.S. Gass Blvd.
Nashville TN 37216
Fax (615) 687-7078
Email Address: dwr.nfo@tn.gov

Water System - [FRANKLIN WATER DEPT \(PWSID TN0000246\)](#)

County - [Williamson](#)

Project Name - [Pratt Lane Water Line](#)

DW Project Number - [DW20221217](#)

Start Construction Date -

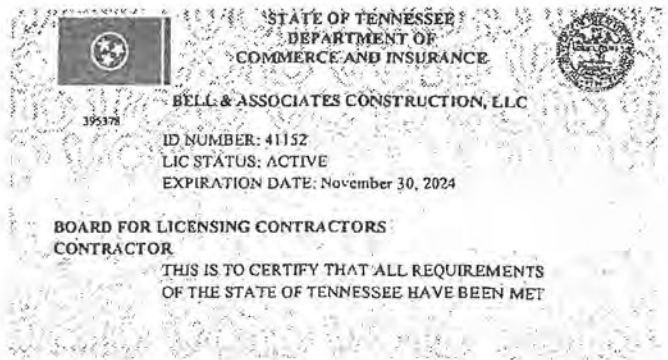
Estimated Completion -

Will this project require interruption of water service?

☐ **Yes**
☐ **No**

Number of Customers Affected

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BELL & ASSOCIATES CONSTRUCTION, LLC
P.O. BOX 363
BRENTWOOD, TN 37024-0363





Bell & Associates Construction, LLC
Members

Name	Title	Address
Eric Pyle	President	1000 Health Park Drive Suite 150 Brentwood, TN 37027
Jeff Tinsley	Chief Financial Officer	1000 Health Park Drive Suite 150 Brentwood, TN 37027
Jeremy Mitchell	Executive Vice President	1000 Health Park Drive Suite 150 Brentwood, TN 37027
Steve Hoover	Project Executive	1000 Health Park Drive Suite 150 Brentwood, TN 37027
Scott McKinney	Project Executive	1000 Health Park Drive Suite 150 Brentwood, TN 37027
John Thayer	Executive Vice President	1000 Health Park Drive Suite 150 Brentwood, TN 37027
Tyler Powell	Project Executive	1000 Health Park Drive Suite 150 Brentwood, TN 37027
Shane Tresch	Project Executive	1000 Health Park Drive Suite 150 Brentwood, TN 37027
Sam Hand	Senior Project Manager	1000 Health Park Drive Suite 150 Brentwood, TN 37027
Rebecca Ozols	Vice President of Strategy and Growth	1000 Health Park Drive Suite 150 Brentwood, TN 37027

**ACTIONS IN LIEU OF A MEETING OF THE BOARD OF DIRECTORS
OF BELL & ASSOCIATES CONSTRUCTION, LLC**

March 15, 2022

The following actions by the Board of Directors of BELL & ASSOCIATES CONSTRUCTION, LLC ("the Company") are taken by unanimous written consent in lieu of a special meeting of the Board:

RESOLVED, that the Directors hereby authorize the following individuals to execute owner contracts, owner change orders, bid bonds, performance bonds, labor material bonds limited to the amounts stated next to their names, for and on behalf of the Company:

<u>Individual:</u>	<u>Authorized Amount:</u>
Keith Pyle	Unlimited Signature Authority
Eric Pyle	Unlimited Signature Authority
Jeremy Mitchell	Unlimited Signature Authority
John Thayer	Limited Signature Authority of \$40,000,000
Steve Hoover	Limited Signature Authority of \$20,000,000
Scott McKinney	Limited Signature Authority of \$20,000,000
Tyler Powell	Limited Signature Authority of \$15,000,000

FURTHER RESOLVED, that each of the above individuals is also hereby authorized to execute purchase orders and subcontracts in regard to their assigned contracts for and on behalf of the Company; provided, however, that such purchase orders and subcontracts will be limited to the amounts stated next to each individual's name above;

FURTHER RESOLVED, that the directors hereby authorize the following individuals to execute purchase orders and subcontracts limited to the amount stated next to the names, for and on behalf of the Company:

<u>Individual:</u>	<u>Authorized Amount:</u>
Sam Hand	Limited Signature Authority of \$2,000,000
Shane Tresch	Limited Signature Authority of \$2,000,000
Rick Bruining	Limited Signature Authority of \$2,000,000

FURTHER RESOLVED, that any owner contracts, owner change orders, bid bonds, performance bonds, labor material bonds, purchase orders, and/or subcontracts in excess of the above stated limits will require the additional approval of one of the following individuals:

Keith Pyle
Jeff Tinsley

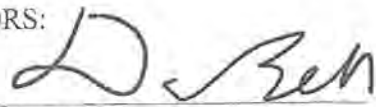
FURTHER RESOLVED, that the following individuals are hereby authorized to execute any and all contracts entered into with the Tennessee Department of Transportation by and on behalf of the Company:

<u>Individual:</u>	<u>Authorized Amount:</u>
Keith Pyle	Unlimited Signature Authority
Jeremy Mitchell	Unlimited Signature Authority
Steve Hoover	Limited Signature Authority of \$20,000,000
Scott McKinney	Limited Signature Authority of \$15,000,000

FURTHER RESOLVED, that any all past actions of the above referenced officers and members for and on behalf of the Company are hereby ratified, confirmed, and approved as actions taken and business transacted therein as if such acts were approved and ratified in the first instance.

IN WITNESS WHEREOF, the undersigned have executed these Actions to be effective on the date and year first above written.

DIRECTORS:


Darek Brandon Bell

Keith Pyle

Richard D. Dutmer

Enrico Pennisi

Eric Pyle

Scott McKinney

FURTHER RESOLVED, that any owner contracts, owner change orders, bid bonds, performance bonds, labor material bonds, purchase orders, and/or subcontracts in excess of the above stated limits will require the additional approval of one of the following individuals:

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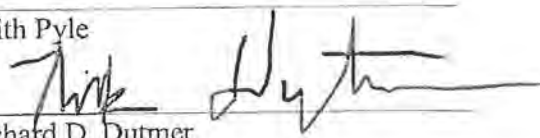
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Enrico Pennisi

Eric Pyle

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DIRECTORS:

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Keith Pyle

Richard D. Dumas

Eric Pyle

Eric Pyle

Scott McKinney

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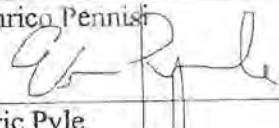
DIRECTORS:

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Enrico Pennisi



Eric Pyle

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Keith Pyle

Richard D. Dutmer

Enrico Pennisi

Eric Pyle

Scott McKinney



BID

Bundled Bridges Construction & Rehabilitation COF Contract No. 2023-0024

Project:

Bundled Bridges Construction & Rehabilitation
COF Contract No. 2023-0024

Bidder:

Bell & Associates Construction, LLC
1000 Health Park Drive, Suite 150
P.O. Box 363 (37024)
Brentwood, TN 37027
Fred Clayton fclayton@bellconstructioncompany.com
(615) 373-4343

Bidder License Information:

TN License No.: 00041152
Classification: BC; HC; HRA; MU
Expiration: 11/30/2024
Unlimited

Bid Location:

Building and Neighborhood Services (BNS) Department
Suite 110 of City Hall
109 3rd Avenue South
Franklin, TN 37064

5/8/23
12 PM PMP

Bid Opening:

Monday, May 8, 2023
1:00 P.M.



File #: 21-04595

DATE: May 5, 2023
TO: Capital Investment Committee
FROM: Steve Grubb, Director of Streets
Paul Holzen, Director of Engineering
Jerry Hatcher, Assistant Director of Streets

SUBJECT:

Consideration Of DRAFT Resolution 2023-40, A Resolution Authorizing The City Administrator To Enter Into A Term Contract (COF Contract No. 2022-0281) For Facilities Asphalt Paving and Utility Cut Patch Repair With Pavement Restorations, Inc

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2023-40.

BACKGROUND/STAFF COMMENTS:

The City of Franklin periodically bids out term maintenance contracts. This contract is for facilities asphalt paving and utility cut patch repair and can be used by any city department. On May 4, 2023, sealed bids for the Term Contract (COF Contract No. 2022-0281) were received by the City's Street Department and were publicly opened and read aloud. Bids were received from four (4) bidders, with Pavement Restorations, Inc. being the apparent low bidder, with a bid amount of \$1,339,425.00. After careful review and tabulation of all submitted bids, City staff recommends awarding of this Term Contract (COF Contract No. 2022-0281) to Pavement Restorations, Inc. in the amount of \$1,339,425.00.

FINANCIAL IMPACT:

This contract is set up on an as needed basis, administered by the Street Dept. The bid package was based on general use quantities by utilizing historical data. This contract is generally funded through annual budget process.

RECOMMENDATION:

Staff recommends that Resolution 2023-40 be recommended to the Board of Mayor and Aldermen for approval.

RESOLUTION 2023-40

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A TERM CONTRACT (COF 2022-0281) FOR FACILITIES ASPHALT PAVING AND UTILITY CUT PATCH REPAIR

WHEREAS, the Term Contract (COF 2022-0281) for Facilities Asphalt Paving and Utility Cut Patch Repair may be utilized by any City Department for the maintenance of asphalt pavements; and

WHEREAS, the unit prices contained within the Term Contract (COF 2022-0281) generally include the labor, materials, and equipment necessary to perform the work as listed in the contract; and

WHEREAS, on May 4, 2023, sealed bids for the Term Contract (COF 2022-0281) were received by the City's Street Department at City Hall, 109 3rd Avenue South, Franklin, Tennessee 37064 and were publicly opened and read; and

WHEREAS, after an analysis of the competitive bid process, City staff recommends award of the Term Contract (COF 2022-0281) to Pavement Restorations, Inc., who is the low bidder, based upon a bid amount of \$1,339,425.00; and

WHEREAS, the quantities listed in the bid documents are not guaranteed work and are simply used to obtain an accurate bid comparison; and

WHEREAS, the funding to be authorized for expenditure in associate with COF Contract No. 2022-0281 shall be approved by the City of Franklin Board of Mayor and Aldermen as either a part of the City's Annual Operating & Capital Equipment Budget, Capital Project Budgets or via a separate Resolution or Ordinance.

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that:

Section 1. Approval is granted to award the Term Contract (COF 2022-0281) for Facilities Asphalt Paving and Utility Cut Patch Repair to Pavement Restorations, Inc.

Section 2. The City Administrator, Assistant City Administrators, and Department Directors are hereby authorized to review and approve the spending of funds programmed for the construction and maintenance of City infrastructure via the Term Contract (COF 2022-0281).

Section 3. The Street Department Director is hereby authorized to execute change orders to add work items to the contract that conform to the original intent of the work as bid.

Section 4. The City Administrator is authorized to execute COF Contract No. 2022-0281 upon approval as to form by the City Attorney.

Section 5. The City Administrator is hereby authorized to extend the contract duration by one (1) year, up to a maximum of two (2) one (1) year extensions.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2023.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley, City Attorney



Facilities Asphalt Paving & Utility Cut Patch Repair
COF Contract No. 2022-0281

BID OPENING - Apparent Bid Results (UNOFFICIAL)
Thursday, May 4, 2023 @ 1:00 PM (CST)

NAME	BASE BID
AMI Construction	No Bid
Harpeth River Asphalt	No Bid
Jarrett Builders	\$2,799,500.00
Pavement Restorations	\$1,339,425.00
Sammie Gibbs Construction	\$1,357,712.50
Sessions Paving	\$1,357,350.00



City of Franklin

109 3rd Ave S.
Franklin, TN 37064
(615) 791-3217

File #: 21-04595

DATE: May 5, 2023
TO: Capital Investment Committee
FROM: Steve Grubb, Director of Streets
Paul Holzen, Director of Engineering
Jerry Hatcher, Assistant Director of Streets

SUBJECT:

Consideration Of DRAFT Resolution 2023-41, A Resolution Authorizing The City Administrator To Enter Into A Term Contract (COF Contract No. 2023-0067) For Pavement Preservation With Pavement Restorations, Inc

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2023-41.

BACKGROUND/STAFF COMMENTS:

The City of Franklin periodically bids out term maintenance contracts. This contract is for pavement preservation and can be used by any city department. On May 4, 2023, sealed bids for the Term Contract (COF Contract No. 2023-0067) were received by the City's Street Department and were publicly opened and read aloud. Bids were received from one (1) bidder, with Pavement Preservation, Inc. being the apparent low bidder, with a bid amount of \$429,768.00. After careful review and tabulation of all submitted bids, City staff recommends awarding of this Term Contract (COF Contract No. 2023-0067) to Pavement Restorations, Inc. in the amount of \$429,768.00.

FINANCIAL IMPACT:

This contract is set up on an as needed basis, administered by the Street Dept. The bid package was based on general use quantities by utilizing historical data. This contract is generally funded through annual budget process.

RECOMMENDATION:

Staff recommends that Resolution 2023-41 be recommended to the Board of Mayor and Aldermen for approval.

RESOLUTION 2023-41

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A TERM CONTRACT (COF 2022-0067) FOR PAVEMENT PRESERVATION

WHEREAS, the Term Contract (COF 2023-0067) for Pavement Preservation may be utilized by any City Department for the maintenance of asphalt pavements; and

WHEREAS, the unit prices contained within the Term Contract (COF 2023-0067) generally include the labor, materials, and equipment necessary to perform the work as listed in the contract; and

WHEREAS, on May 4, 2023, sealed bids for the Term Contract (COF 2023-0067) were received by the City's Street Department at City Hall, 109 3rd Avenue South, Franklin, Tennessee 37064 and were publicly opened and read; and

WHEREAS, after an analysis of the competitive bid process, City staff recommends award of the Term Contract (COF 2023-0067) to Pavement Restorations, Inc., who is the low bidder, based upon a bid amount of \$429,768.00; and

WHEREAS, the quantities listed in the bid documents are not guaranteed work and are simply used to obtain an accurate bid comparison; and

WHEREAS, the funding to be authorized for expenditure in associate with COF Contract No. 2023-0067 shall be approved by the City of Franklin Board of Mayor and Aldermen as either a part of the City's Annual Operating & Capital Equipment Budget, Capital Project Budgets or via a separate Resolution or Ordinance.

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that:

Section 1. Approval is granted to award the Term Contract (COF 2023-0067) for Pavement Preservation to Pavement Restorations, Inc.

Section 2. The City Administrator, Assistant City Administrators, and Department Directors are hereby authorized to review and approve the spending of funds programmed for the construction and maintenance of City infrastructure via the Term Contract (COF 2023-0067).

Section 3. The Street Department Director is hereby authorized to execute change orders to add work items to the contract that conform to the original intent of the work as bid.

Section 4. The City Administrator is authorized to execute COF Contract No. 2023-0067 upon approval as to form by the City Attorney.

Section 5. The City Administrator is hereby authorized to extend the contract duration by one (1) year, up to a maximum of two (2) one (1) year extensions.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2023.

ATTEST:

By: _____
Eric S. Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley, City Attorney



Pavement Preservation
COF Contract No. 2023-0067

BID OPENING - Apparent Bid Results (UNOFFICIAL)
Thursday, May 4, 2023 @ 1:30 PM (CST)

NAME	BASE BID
Pavement Restorations	\$429,768.00
Pavement Technology	No Bid



File #: 21-04700

DATE: May 17, 2023
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Lisa Clayton, Director of Parks
Jonathan Marston, Asst. Director of Engineering
Shahad Abdulrahman, Staff Engineer

SUBJECT:

Consideration Of DRAFT Resolution 2023-46, A Resolution To Award The Construction Contract (COF Contract No. 2022-0065) For The "Thompson Alley Pocket Park" Project (COF Project No. 2022-005) To Ryzen Building Group, LLC In The Amount Of \$494,195

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2023-46 to award the construction contract for the "Thompson Alley Pocket Park" project to the apparent low bidder, Ryzec Building Group, LLC (Ryzec).

BACKGROUND/STAFF COMMENTS:

On August 13, 2019, the BOMA approved Resolution 2019-68 to adopt the project list for the fiscal years (FYs) 2019-2028 Capital Investment Program (CIP). Included in that list of 30 projects was the "Thompson Alley Neighborhood Park," which is also known as the "Thompson Alley Pocket Park." This park was primarily designed in-house by city staff with some limited assistance from a structural engineering firm. The construction contract was bid in 2022, but no bids were submitted. After making some minor modifications to the design, the contract was readvertized for bids on April 9, 2023. One (1) bid, from Ryzec, was received, opened, and read aloud at the scheduled bid opening on May 16, 2023. After review and tabulation of the single bid received, staff recommends award of the construction contract (COF Contract No. 2022-0065) to the Ryzec Building Group, LLC for \$494,195.00.

FINANCIAL IMPACT:

The total bid amount of this construction contract, after correction of a minor error in the Bid Form, is \$494,195.00. Staff anticipates contract expenses to be paid from the Parkland Dedication Fund for Quadrant 3, which corresponds to a General Ledger (GL) code of 155-89310-44703. However, the Finance and Administration Departments will determine the most appropriate final source(s) of funding for this project.

It should be noted that the total contract amount of \$494,195.00 is *significantly* more than the preliminary cost estimate of \$222,000.00 that was included as a part of Resolution 2019-68, which formally adopted the project list for the fiscal years (FYs) 2019-2028 Capital Investment Program (CIP). Much of this increased project cost can likely be associated with the significant cost increases experienced across the construction industry in recent years and with the limited interest received from bidders for this project.

RECOMMENDATION:

Staff recommends that Resolution 2023-46 be recommended to the Board of Mayor and Aldermen for approval.

RESOLUTION 2023-46

**A RESOLUTION TO AWARD THE CONSTRUCTION CONTRACT (COF CONTRACT NO. 2022-0065)
FOR THE “THOMPSON ALLEY POCKET PARK” (COF PROJECT NO. 2022-005) TO RYZEN BUILDING
GROUP, LLC IN THE AMOUNT OF \$494,195.00.**

WHEREAS, on August 13, 2019, the City of Franklin, Tennessee Board of Mayor and Aldermen (BOMA) approved Resolution 2019-68 to adopt the project list for fiscal years (FYs) 2019-2028 Capital Investment Program (CIP); and

WHEREAS, the “Thompson Alley Neighborhood Park,” which is now referred to as the “Thompson Alley Pocket Park,” was included in that adopted project list; and

WHEREAS, the “Thompson Alley Pocket Park” construction contract (COF Contract No. 2022-0065) was advertised for bids on April 9, 2023; and

WHEREAS, On May 16, 2023, sealed bids for the “Thompson Alley Pocket Park” construction contract (COF Contract No. 2022-0065) were received by City of Franklin staff at City Hall, 109 Third Avenue South, Franklin, Tennessee, 37064, were publicly opened, and were read aloud; and

WHEREAS, after careful review and tabulation of the single submitted bid, City staff recommends award of the “Thompson Alley Pocket Park” construction contract (COF Contract No. 2022-0065) to the apparent low bidder, Ryzec Building Group, LLC, in the corrected bid amount of Four Hundred Ninety-Four Thousand One Hundred Ninety-Five and 00/100 Dollars (\$494,195.00); and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE AS FOLLOWS:

Approval is granted to award the construction contract (COF Contract No. 2022-0065) for the “Thompson Alley Pocket Park” (COF Project No. 2022-005) to Ryzec Building Group, LLC in the amount of Four Hundred Ninety-Four Thousand One Hundred Ninety-Five and 00/100 Dollars (\$494,195.00).

IT IS SO RESOLVED AND DONE on this _____ day of _____, 2021.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley, City Attorney



Thompson Alley Pocket Park
COF Contract No. 2022-0065

BID OPENING - Apparent Bid Results (UNOFFICIAL)
Tuesday, May 16, 2023 @ 2:00 PM (CDT)

NAME	BASE BID
Ryzec Building Group, LLC	\$499,995.00
Sain Construction Company	No Bid

BID TABULATION for "Thompson Alley Pocket Park" (COF Contract No. 2022-0065)

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	CONTRACTOR BIDS			
				Ryzec Building Group, LLC		Sain Construction Company (NO BID)	
105-01	Construction Stakes, Lines and Grading	LS	1	\$ 2,830.00	\$ 2,830.00		
201-01	Clearing and Grubbing	LS	1	\$ 2,830.00	\$ 2,830.00		
203-01.06	Earthwork	LS	1	\$ 58,014.00	\$ 58,014.00		
209-10.01	Temporary Silt Fence (With Backing) (After the initial installation all cost associated with repair, maintenance, sediment removal and replacement during the life of this contract shall be at the contractors expense.)	LF	134	\$ 27.00	\$ 3,618.00		
209-99.92	Concrete Washout (After the initial installation all cost associated with repair, maintenance, sediment removal and replacement during the life of this contract shall be at the contractors expense.)	LS	1	\$ 1,557.00	\$ 1,557.00		
701-01.01	Concrete Sidewalk(4" thick; TDOT Class "A" Conc. w/ Fiber Reinf and 4" Base Stone TDOT 303-01.)	SF	1,023	\$ 7.00	\$ 7,161.00		
701-01.09	Ornamental Concrete (Colored; 4" thick; TDOT Class "A" Conc. w/ Fiber Reinf. And 4" Base Stone TDOT 303-01)	SF	559	\$ 22.00	\$ 12,298.00		
701-01.10	Concrete Slab (4" Thick; TDOT Class "A": Conc. w/ 6x6-W2.0xw2.0 WWF and 4" Base Stone TDOT 303-01)	SF	385	\$ 58.00	\$ 22,330.00		
701-02.03	Concrete Curb Ramp (Includes Detectable Warning)	SF	28	\$ 38.00	\$ 1,064.00		
704-01.01	Construction Entrance/ Exit	LS	1	\$ 3,113.00	\$ 3,113.00		
717-01	Mobilization	LS	1	\$ 1,350.00	\$ 1,350.00		
801-06.11	Mulch - 3" Shredded Pine Straw (Landscaping)	SF	1,686	\$ 2.00	\$ 3,372.00		
803-01	Permanent Sodding (Rolled Sod)	SF	998	\$ 2.00	\$ 1,996.00		
P1	Concrete Foosball Table	EA	1	\$ 8,299.00	\$ 8,299.00		
P2	Concrete Ping Pong Table	EA	1	\$ 9,198.00	\$ 9,198.00		
P3	Concrete Chess Table	EA	1	\$ 14,320.00	\$ 14,320.00		
P4	Bench	EA	2	\$ 2,123.00	\$ 4,246.00		

BID TABULATION for "Thompson Alley Pocket Park" (COF Contract No. 2022-0065)

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	CONTRACTOR BIDS			
				Ryzec Building Group, LLC		Sain Construction Company (NO BID)	
P5	Grill	EA	2	\$ 1,863.00	\$ 3,726.00		
P6	Trash Reseptacle	EA	1	\$ 1,946.00	\$ 1,946.00		
P7	Picnic Table with Bench Seating	EA	1	\$ 3,880.00	\$ 3,880.00		
P8	Pergola	LS	1	\$ 79,522.00	\$ 79,522.00		
P9	Wall with StoneVeneer at Pergola	LS	1	\$ 21,048.00	\$ 21,048.00		
P10	Curved Wall Section With Stone Veneer at Grill Location	LS	1	\$ 6,403.00	\$ 6,403.00		
P11	Freestanding Wall- Rosetta Stone	LS	1	\$ 36,287.00	\$ 36,287.00		
P12	Curved Seat Wall - Rosetta Stone	LS	1	\$ 3,899.00	\$ 3,899.00		
P13	Steel Gate	LS	1	\$ 708.00	\$ 708.00		
P14	Landscaping (Trees, Shrubs, Ornamental Grasses, Groundcovers, Steel Edge, Etc.)	LS	1	\$ 35,460.00	\$ 35,460.00		
W1	Water Service, Irrigation, and Water Fountain with Bottle Filler	LS	1	\$ 57,731.00	\$ 57,731.00		
W2	Demo / Remove Existing Water Service (As Required)	LS	1	\$ 7,075.00	\$ 7,075.00		
W3	Cut and Cap Existing Santiary Sewer Cleanout	EA	1	\$ 7,075.00	\$ 7,075.00		
E1	Electrical	LS	1	\$ 46,839.00	\$ 46,839.00		
COF-1	Contingency (Owner Allowance)	DOL	25,000	\$ 1.00	\$ 25,000.00		
				Ryzec Building Group, LLC	\$ 494,195.00	Sain Construction Company	NO BID

I hereby certify to the best of my knowledge that this a true and correct record with all errors and extension(s) of unit price(s) corrected.

BID TABULATION for "Thompson Alley Pocket Park" (COF Contract No. 2022-0065)

ITEM NO.	ITEM DESCRIPTION	UNIT EST. QTY.	CONTRACTOR BIDS	
			Ryzec Building Group, LLC	Sain Construction Company (NO BID)
	<u>Shahad Abdulrahman</u> (Printed Name)		<u>Shahad Abdulrahman</u> (Signature)	
	<u>Project Manager</u> (Title)		<u>5/17/2023</u> (Date)	



HISTORIC
FRANKLIN
TENNESSEE

PROJECT MANUAL

**Thompson Alley Pocket Park
COF Contract No. 2022-0065**

April 2023

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SECTION 00000
TABLE OF CONTENTS

DIVISION 0 – CONTRACT DOCUMENTS

00000	Table of Contents
00111	Advertisement for Bids
00200	Instructions to Bidders
00410	Bid Form for Construction Contracts
00411	Statement of License Certificate
00412	Drug Free Workplace Affidavit
00430	Bid Bond (Penal Sum Form)
00453	Notice of Award
00520	Agreement Between Owner and Contractor for Construction Contract
00540	Retainage Agreement (Required on all contracts greater than or equal to \$500,000)
00550	EJCDC Notice to Proceed
00610	EJCDC Construction Performance Bond
00615	Payment Bond
00620	Contractor's Application for Payment
00625	Certificate of Substantial Completion
00700	Standard General Conditions of the Construction Contract (EJCDC 2018)
00800	Supplemental General Conditions to EJCDEC General Conditions
00940	Work Change Directive
00941	Change Order
00942	Field Order

Appendix A – Supplemental Specifications

Appendix B – Special Provisions

Appendix C - Permits

ATTENTION

It shall be the bidders' responsibility to confirm that the Proposal Contract contains all the documents indicated on the Table of Contents. Should any omissions occur, the appropriate documents may be obtained from the City of Franklin upon request.

END OF TABLE OF CONTENTS

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CITY OF FRANKLIN, TENNESSEE

ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN that the City of Franklin, Tennessee will receive sealed bids, subject to the conditions contained herein, in the **Building and Neighborhood Services (BNS) Department at Suite 110 of City Hall, 109 3rd Avenue South, Franklin, TN 37064 until 2:00 PM (CDT) on Tuesday, May 16, 2023**, at which time the Bids will be publicly opened and read aloud for the following Project:

THOMPSON ALLEY POCKET PARK

COF Contract No: **2022-0065**

The Project generally consists of the furnishing of all materials, equipment and labor for the construction of the following Work: **pocket park with a pergola, retaining walls, concrete pavement, irrigation, and site furnishings.**

The Issuing Office for the Bidding Documents is the Engineering Department for the City of Franklin, TN. Copies of the Contract Documents may be obtained at the Building and Neighborhood Services (BNS) Department, City Hall, 109 Third Ave South, Suite 110, Franklin, Tennessee, by paying a **non-refundable** fee of **\$50** per set of said Bidding Documents. Receipt of payment will place Bidder on an approved list. Prospective bidders may examine the Bidding Documents by visiting the City of Franklin, TN "Business Opportunities with the City" webpage.

<https://www.franklin.tn.gov/business/business-opportunities-with-the-city-1494>

Each Bid must be submitted on the Bid Form(s) provided in the Contract Documents along with the other documents required, including but not limited to the Drug Free Affidavit as required by T.C.A. § 50-9-113, and either accompanied by a Bid security, properly executed on the form provided or a Certified Check or Cashier's Check drawn on a National or Tennessee Bank in the amount of 5% of the Total Bid Price.

The envelope containing the vendors bid must be sealed and contain on the face of the envelope the word "BID", the name of the Project, Bidder's Name, license number, expiration date thereof and license classification in accordance with State law (TCA § 62-6-119). Masonry, electrical, plumbing, heating, ventilation, and air conditioning as well as any additionally required Subcontractors' name, license number, expiration date thereof, and license classification in accordance with State Law (TCA § 62-6-119), and the Time and Date of the Bid Opening shall also appear on the envelope. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

All Bidders' must be licensed contractors as required by the Contractor Licensing Act of 1976 (TCA Title 62, ch.6).

The City of Franklin, TN is an equal opportunity affirmative action employer, drug-free, with policies of nondiscrimination on the basis of race, sex religion, color, national or ethnic origin, age disability, or military service.

The City of Franklin does not discriminate on the basis of race, color national origin, age, sex or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs,

services, and activities with regard to all aspects of this Contract. By submitting a Bid, the Bidder certifies and warrants they will also comply.

Bids received more than seventy-two (72) hours, excluding Saturdays, Sundays, and legal holidays before the time set for opening of bids, as well as bids received after the time set for opening of bids, shall not be considered and will be returned unopened.

The Owner reserves the right to revise or amend the Bidding Documents prior to the date set for the opening of Bids and the right to waive any informality in or to reject any and all bids. Bids lacking required documents or not submitted in accordance with Tennessee State Bidding Laws will be rejected and may subject bidder to a one (1) year ban from submittal on future City of Franklin, TN projects. For additional information call **Shahad Abdulrahman, Project Manager, at (615) 791-3218 or by email at Shahad.Abdulrahman@FranklinTN.gov**.

END OF ADVERTISEMENT FOR BID

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1— Defined Terms.....	1
Article 2— Bidding Documents	1
Article 3— Qualifications of Bidders.....	2
Article 4— Pre-Bid Conference	2
Article 5— Site and Other Areas; Existing Site Conditions; Examination of Site; Owner’s Safety Program; Other Work at the Site	3
Article 6— Bidder’s Representations and Certifications.....	5
Article 7— Interpretations and Addenda	5
Article 8— Bid Security	6
Article 9— Contract Times	6
Article 10— Substitute and “Or Equal” Items.....	6
Article 11— Subcontractors, Suppliers, and Others	7
Article 12— Preparation of Bid	7
Article 13— Basis of Bid	8
Article 14— Submittal of Bid.....	9
Article 15— Modification and Withdrawal of Bid.....	9
Article 16— Opening of Bids	10
Article 17— Bids to Remain Subject to Acceptance	10
Article 18— Evaluation of Bids and Award of Contract	10
Article 19— Bonds and Insurance.....	11
Article 20— Signing of Agreement.....	11

ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders with the Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.05 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
- C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.
 - 1. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.
 - 2. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
 - 3. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 5 days of Owner's request, Bidder must submit the following information:
 - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 Bidder shall refer to the Advertisement for Bids to determine if a pre-bid conference will be conducted for this Project and determine the time and location for the pre-bid conference.
- A. If the Advertisement or invitation to bid indicate there is a non-mandatory pre-bid conference, then representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
 - B. If the Advertisement or invitation to bid indicate there is a mandatory pre-bid conference, then, Representatives of Owner and Engineer will be present to discuss the Project. Proposals will not be accepted from Bidders who do not attend the conference. It is each Bidder's responsibility to sign in at the pre-bid conference to verify its participation. Bidders must sign in using the name of the organization that will be submitting a Bid. A list of qualified Bidders that attended the pre-bid conference and are eligible to submit a Bid for this Project will be issued in an Addendum.
- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents,

but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
4. *Geotechnical Baseline Report/Geotechnical Data Report*: The Bidding Documents contain a Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR).
 - a. As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.
 - b. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.
 - c. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
 - d. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.
- B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

- A. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site. Bidder must conduct the required Site visit during normal working hours.

- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- D. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as indicated in the Advertisement for Bids.

- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than three days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **5** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of

material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

- 10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.
- 10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Engineer a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening.
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Engineer may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a 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.
- 11.04 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 and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, 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 subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

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00200 - Instruction to Bidders

Page 7 of 11

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must 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 must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person 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.
- 12.06 A Bid by an individual must show the Bidder’s name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder’s authority to do business in the state where the Project is located.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder’s licensure.

ARTICLE 13—BASIS OF BID

13.01 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity”, which Owner or its representative has set forth in the Bid Form, for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 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.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 Each Bid must be submitted on the bid Form(s) provided in the Contract Documents along with the entire Project Manual and the other documents required, including but not limited to the Statement of License Certification, Drug Free Affidavit as required by T.C.A § 50-9-113, and either accompanied by a Bid Bond Form, properly executed on the form provided or a Certified Check or Cashier’s Check drawn on a National or Tennessee Bank in the amount of 5% of the Total Bid Price.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid. The envelope containing the vendors bid must be sealed and contain on the face of the envelope the word “BID”, the name of the Project, Bidder’s Name, license number, expiration date thereof and license classification in accordance with State law (TCA § 62-6-119). Masonry, electrical, plumbing, heating, ventilation, and air conditioning as well as any additionally required Subcontractors’ name, license number, expiration date thereof, and license classification in accordance with State Law (TCA § 62-6-119), and the Time and Date of the Bid Opening shall also appear on the envelope. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation “SEALED BID ENCLOSED” on the face thereof.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same 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. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a

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00200 - Instruction to Bidders

Page 9 of 11

material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

- 16.01 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.
- 16.02 Bids will be opened privately.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 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 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
 - A. In evaluating Bids, Owner will consider whether 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.
 - B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to the office of the **Engineering Department at Suite 133 of City Hall, 109 3rd Avenue South, Franklin, TN 37064**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents 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.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. The entire Project Manual;
 - B. Required Bid security;
 - C. Drug Free Affidavit;
 - D. Statement of License Certification;

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Unit Price Bids*
 - A. Bidder will perform the Work at the indicated unit prices on the Bid Form, as shown on **Exhibit A – Bid Form**.
 - B. Bidder acknowledges that:
 1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
 2. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This 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.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and

performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

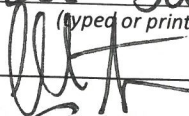
1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Ryzer Building Group, LLC
(typed or printed name of organization)

By:


(individual's signature)

Name:

GORDON ETTER
(typed or printed)

Title:

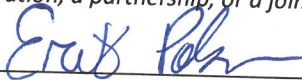
PRINCIPAL
(typed or printed)

Date:

5/16/23
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:


(individual's signature)

Name:

Erik Polanco
(typed or printed)

Title:

Project Manager
(typed or printed)

Date:

5/16/23
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

Erik Polanco
(typed or printed)

Title:

Project Manager
(typed or printed)

Phone:

931-398-0508
(typed or printed)

Email:

erik@ryzergroup.com

Address:

114 Confederate Dr
Franklin, TN 37064

Bidder's Contractor License No.: (if applicable)

63205

EXHIBIT A - BID FORM

PROJECT QUANTITIES (COORDINATE WITH FOOTNOTES)						
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
	105-01	Construction Stakes, Lines and Grading	LS	1	\$ 2,830.00	\$ 2,830.00
	201-01	Clearing and Grubbing	LS	1	\$ 2,830.00.	\$ 2,830.00
1	203-01.06	Earthwork	LS	1	\$ 58,014.00	\$ 58,014.00
	209-10.01	Temporary Silt Fence (With Backing) (After the initial installation all cost associated with repair, maintenance, sediment removal and replacement during the life of this contract shall be at the contractors expense.)	LF	134	\$ 27.00	\$ 3,618.00
	209-99.92	Concrete Washout (After the initial installation all cost associated with repair, maintenance, sediment removal and replacement during the life of this contract shall be at the contractors expense.)	LS	1	\$ 1,557.00	\$ 1,557.00
	701-01.01	Concrete Sidewalk(4" thick; TDOT Class "A" Conc. w/ Fiber Reinf and 4" Base Stone TDOT 303-01.)	SF	1023	\$ 7.00	\$ 7,161.00
	701-01.09	Ornamental Concrete (Colored; 4" thick; TDOT Class "A" Conc. w/ Fiber Reinf. And 4" Base Stone TDOT 303-01)	SF	559	\$ 22.00	\$ 12,298.00
	701-01.10	Concrete Slab (4" Thick; TDOT Class "A": Conc. w/ 6x6-W2.9xw2.9 WWF and 4" Base Stone TDOT 303-01)	SF	485	\$58.00	\$28,130.00
	701-02.03	Concrete Curb Ramp (Includes Detectable Warning)	SF	28	\$ 38.00	\$ 1,064.00
	704-01.01	Construction Entrance/ Exit	LS	1	\$ 3,113.00	\$ 3,113.00
	717-01	Mobilization	LS	1	\$ 1350.00	\$ 1,350.00
	801-06.11	Mulch - 3" Shredded Pine Straw (Landscaping)	SF	1686	\$ 2.00	\$ 3,372.00
	803-01	Permanent Sodding (Rolled Sod)	SF	998	\$ 2.00	\$ 1,996.00
	P1	Concrete Foosball Table	EA	1	\$ 8,299.00	\$ 8,299.00
	P2	Concrete Ping Pong Table	EA	1	\$ 9,198.00	\$ 9,198.00
	P3	Concrete Chess Table	EA	1	\$ 14,320.00	\$ 14,320.00
	P4	Bench	EA	2	\$ 2,123.00	\$ 4,246.00
	P5	Grill	EA	2	\$ 1,863.00	\$ 3,726.00
	P6	Trash Resepectacle	EA	1	\$ 1,946.00	\$ 1,946.00
	P7	Picnic Table with Bench Seating	EA	1	\$ 3,880.00	\$ 3,880.00
	P8	Pergola	LS	1	\$ 79,522.00	\$ 79,522.00

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PROJECT QUANTITIES (COORDINATE WITH FOOTNOTES)						
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
2	P9	Wall with Stone Veneer at Pergola	LS	1	\$	\$
2	P10	Curved Wall Section With Stone Veneer at Grill Location	LS	1	\$	\$
2	P11	Freestanding Wall- Rosetta Stone	LS	1	\$	\$
2	P12	Curved Seat Wall - Rosetta Stone	LS	1	\$	\$
	P13	Steel Gate	EA	1	\$	\$
3	P14	Landscaping (Trees, Shrubs, Ornamental Grasses, Groundcovers, Steel Edge, Etc.)	LS	1	\$	\$
4	W1	Water Service, Irrigation, and Water Fountain with Bottle Filler	LS	1	\$	\$
	W2	Demo / Remove Existing Water Service (As Required)	LS	1	\$	\$
	W3	Cut and Cap Existing Sanitary Sewer Cleanout	EA	1	\$	\$
5	E1	Electrical	LS	1	\$	\$
6	COF-1	Contingency (Owner Allowance)	DOL	25,000	\$1.00	\$25,000.00
Total Bid Price (Total of all Unit Price Bids)					\$	

FOOTNOTES:

1. Includes Excavation (Unclassified), Embankment, Stripping & Stockpile Topsoil, and Placing and Spreading Topsoil as needed
2. Includes all labor, equipment and materials necessary to perform the necessary excavation/backfill, subgrade preparation, reinforcing steel, concrete, stone veneer, wall caps and all other work as required.
3. Cost includes one-year warranty on all materials and plantings
4. Cost Includes backflow preventer, meter box, valves, sleeves, irrigation, controller, rain sensor nozzles, etc. Water meter to be purchased and installed by the Water Management Department.
5. Includes the cost of electrical items as shown on the approved plans. Contractor shall hire a licensed electrician to finalize the design. Coordinate with the City of Franklin codes department and MTEM.
6. The contingency allowance is to provide payment for unforeseen conditions, which may be encountered in the work and is to be used only upon written order from the Engineer. In addition, the contingency allowance will be used to reimburse exact permit fees (Building Permit, Electrical, Etc.) and irrigation/water usage required as part of the project.

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STATEMENT OF LICENSE CERTIFICATE

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING:

This is to certify that _____ has fully complied with all requirements of Chapter 6 of Title 62 of the Tennessee Code Annotated. The Contractor's name, license number, expiration date of registration, and license classification appears on the envelope containing the Bid, and I understand otherwise the Bid will not be considered.

Masonry, electrical, plumbing, heating, ventilation, and air conditioning subcontractor's name, license number, expiration date of registration, and license classification likewise appears on the envelope containing the bid, and I understand otherwise the Bid will not be considered. I further understand that failure to follow Tennessee State Bidding Laws will result in my bid being rejected and may subject my future Bids to be banned for at least one (1) year from the date of submittal of this Bid.

Were issued Certificate No. _____ on _____, _____ by
the Tennessee State Board for Licensing Contractors.

Contractor

By: _____

Print Name: _____

Title: _____

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DRUG-FREE WORKPLACE AFFIDAVIT

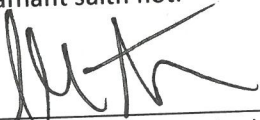
STATE OF TN

COUNTY OF Williamson

The Undersigned, principal officer of Ryzec Building Group LLC, an employer of five (5) or more employees contracting with the City of Franklin, TN to provide construction services, hereby states under oath as follows:

- 1) The undersigned is a principal officer of Ryzec Building Group LLC (hereinafter referred to as the "Contractor") and is duly authorized to execute this Affidavit on behalf of the Contractor.
- 2) The Contractor submits this Affidavit pursuant to T.C.A. 50-9-113, which required each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services 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 Annotated.
- 3) The Contract is in compliance with T.C.A. 50-9-113

Further affiant saith not.



Signature of Principal Officer

GORDON EITER

Printed Name of Principal Officer

RYZEC BUILDING GROUP LLC

(Printed Contractor Name)

(Notary on following Page)

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STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned, a Notary Public of said State and County, the within named _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledge that he or she executed the within instrument for the purposes therein contained and who further acknowledged that he or she is the _____ of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public
My Commission Expires: _____

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BID BOND (PENAL SUM FORM)

Bidder Name: Ryzec Building Group, LLC Address (principal place of business): 114 Confederate Drive Franklin, TN 37064	Surety Name: Great American Insurance Company Address (principal place of business): 301 East Fourth Street Cincinnati, OH 45202
Owner Name: City of Franklin, TN Address (principal place of business): 109 3rd Avenue South Franklin, TN 37064	Bid Project (name and location): Thompson Alley Pocket Park Bid Due Date: May 16, 2023

Bond

Penal Sum: 5% Five Percent of Amount Bid

Date of Bond: May 16, 2023

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder

Ryzec Building Group, LLC

(Full formal name of Bidder)

By:

Kris Zwycewicz
(Signature)

Name:

Kris Zwycewicz

(Printed or typed)

Title:

Principal- Owner

Attest:

Erik Polanco
(Signature)

Name:

Erik Polanco

(Printed or typed)

Title:

APM

Surety

Great American Insurance Company

(Full formal name of Surety) (corporate seal)

By:

Andrea Leach
(Signature) (Attach Power of Attorney)

Name:

Andrea Leach

(Printed or typed)

Title:

Attorney-In-Fact

Attest:

Angela Boie
(Signature)

Name:

Angela Boie

(Printed or typed)

Title:

Witness

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

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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. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs 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 will 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 of 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 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 does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will 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 the Bid due date.
7. Any suit or action under this Bond shall be litigated in the Tennessee Judicial Circuit Court in and for Williamson, County, Tennessee, and the prevailing party in any such litigation shall be entitled to an award of all reasonable attorney's fees, expenses and court cost incurred by the prevailing party against the non-prevailing party, including reasonable attorney's fees, expenses and taxed costs in connection with any appeals.
8. Notices required hereunder must 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 Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will 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 of 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 will 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 governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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NOTICE OF AWARD

**CITY OF FRANKLIN, TN
109 3rd Ave South
Franklin, TN 37064**

Date:
Owner Contract No.:
Project Name:
Bidder:
Bidder Address:

PROJECT: _____, located in Franklin Tennessee for the City of Franklin, Tennessee

The Owner has considered your Bid dated _____ for the above-described Contract, and you are the successful Bidder and are awarded a Contract for the above-described Project.

The Contract Price of the Contract is: \$ _____

In accordance with the Instructions to Bidders and General Conditions, the Owner is providing you with two unexecuted counterparts of the Agreement. Within 15 days thereafter, you must provide the following:

1. Bidder must execute and deliver two counterparts of the Agreement;
2. Payment and Performance Bonds;
3. Deliver the certificates, endorsements and other evidence of insurance required in accordance with Article 6 of the General Conditions.

If you fail to comply with these conditions, the Owner will be entitled to consider you in default, annul this Notice of Award, and declare your Bid security forfeited. Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in the General Conditions.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Owner: City of Franklin, TN

Signature _____
Name: _____
Title: _____

Copy: Engineer

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CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR (STIPULATED PRICE)

COF CONTRACT NO. 2022-0065

This Agreement is by and between the City of Franklin, Tennessee ("Owner") and _____ ("Contractor").

Terms used in this Agreement have the meanings stated in the City of Franklin General Conditions of the Construction Contract ("General Conditions").

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified and indicated in the Contract Documents. The Work is generally described as follows: pocket park with a pergola, retaining walls, concrete pavement, irrigation, and site furnishings.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **pocket park with a pergola, retaining walls, concrete pavement, irrigation, and site furnishings.**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained City of Franklin Engineering Department Staff ("Engineer") as Owner's engineer for the Project. Engineer shall have only those duties, responsibilities, rights, and authority assigned to Engineer in the Contract Documents.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and Final Completion are of the essence of the Contract.

4.02 *Contract Times*

- A. The Work shall be substantially complete within 120 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and finally complete within 60 days after Substantial Completion.

4.03 *Milestones*

- A. If indicated below, parts of the Work shall be substantially completed on or before the following Milestone(s):
1. Milestone 1: N/A

2. Milestone 2: N/A

3. Milestone 3: N/A

4.04 *Liquidated Damages and Bonus*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01, that Owner will suffer financial and other losses if the Work is not completed or any applicable Milestones are not achieved within the Contract Times, and that the extent of such losses is difficult to determine in advance. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal 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:
1. *Substantial Completion*: Contractor shall pay Owner \$ 250 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete.
 2. *Completion of Remaining Work*: Contractor shall pay Owner \$ 250 for each day that expires after the time specified in Paragraph 4.02 for Final Completion until the Work is finally complete.
 3. *Milestones*: Contractor shall pay Owner \$ N/A for each day that expires after the time specified in Paragraph 4.03 for achievement of any applicable Milestones until the applicable Milestone is achieved or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.04.A.1 shall apply, rather than the Milestone rate.
 4. Liquidated damages for failing to timely achieve any applicable Milestones, Substantial Completion, and Final Completion are mutually exclusive, and shall not be imposed concurrently. If at any time Contractor has failed to achieve more than one applicable Milestones and/or Contract Times, liquidated damages shall be calculated using the highest applicable rate in Paragraph 4.04.A.1, 2, or 3.
- B. The parties acknowledge and agree that the foregoing liquidated damages are a fair and reasonable estimate of the losses Owner will suffer in the event of delay by Contractor and are not a penalty. If Owner recovers liquidated damages for a delay by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages as set forth in Paragraph 4.05.
- C. *Bonus*: Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that, as a bonus for early completion, Owner shall pay Contractor \$ 250 for each day prior to the time specified in Paragraph 4.02 for Substantial Completion that the Work is substantially complete. The maximum value of the bonus shall be limited to \$ 15,000.

4.05 *Special Damages*

- A. Contractor shall reimburse Owner (1) for all fines and penalties imposed on Owner as a result of Contractor's failure to achieve Substantial Completion within the time specified in Paragraph 4.02 for Substantial Completion, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services

needed after the time specified in Paragraph 4.02 for Substantial Completion, until the Work is substantially complete.

- B. Contractor shall reimburse Owner for all actual costs reasonably incurred by Owner in mitigating or avoiding delays and disruptions to the Work caused by or within the control of any of the Contractor Parties.
- C. After Contractor achieves Substantial Completion, if Contractor fails to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Final Completion, until the Work is finally complete.
- D. The special damages imposed in this paragraph are in addition to any liquidated damages for delayed completion established in Paragraph 4.04.

ARTICLE 5—CONTRACT PRICE

- 5.01 Conditioned upon Contractor's performance and completion of the Work and other obligations in accordance with the Contract Documents, Owner shall pay Contractor as set forth in Article 6 for all Work at the price(s) stated in Contractor's Bid (attached as an exhibit to this Agreement), subject to adjustment under the Contract Documents.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment shall be processed by Owner and Engineer as provided in the General Conditions.

6.02 *Progress Payments*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work, as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made, and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
 - a. The following shall apply for all contracts greater than or equal to \$500,000
 - i. Ninety-five percent (95%) of Work completed (with the balance being retainage); and
 - ii. Ninety-five percent (95%) of cost of materials and equipment purchased, but not incorporated in the Work (with the balance being retainage).

- b. Retainage shall not be withheld on all projects less than \$500,000.
 - B. Upon Substantial Completion, Owner shall pay the full amount due to Contractor for Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200% percent of Engineer's estimate of the value of Work to be completed and corrected as shown on the punch list of items to be completed and corrected prior to Final Completion.
- 6.03 *Final Payment*
- A. Upon Final Completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety*
- A. Owner shall not make final payment unless Contractor submits written consent of the surety to such payment.

ARTICLE 7—CONTRACT DOCUMENTS AND TECHNICAL DATA

7.01 *Contents of Contract Documents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. Construction Plans.
 - 4. Supplementary Conditions, if any.
 - 5. General Conditions.
 - 6. Supplemental Specifications, Special Provisions and Permits as listed in the table of contents of the project manual.
 - 7. Drawings listed on the attached sheet index.
 - 8. Addenda (numbers ___ to ___, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - 10. The following, if issued or signed on or after the Effective Date of the Contract and not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond.

- B. The Contract Documents listed in Paragraph 7.01.A are incorporated by reference and are part of the Contract whether attached to this Agreement or not.
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. In case of discrepancy, the governing order of Contract Documents is as follows: (1) Special Provisions, (2) Construction Plans, (3) General Conditions, (4) Supplemental Specifications and (5) Standard Specifications.
- E. The Contract Documents may only be amended, modified, or supplemented in a writing signed by Owner and as otherwise provided in the Contract Documents, and all such amendments, modifications, and supplementations are limited to the matters specifically addressed in the applicable writing. No one is authorized by Owner to orally amend, modify, supplement, or waive any provision, or any of Owner's or Contractor's duties and obligations under, the Contract Documents.
- E. Unless otherwise expressly stated, where reference is made in this Agreement or the General Conditions to a particular Paragraph or Article number, the reference refers to the corresponding Paragraph or Article in the document in which the reference appears.

7.02 Technical Data Regarding Existing Surface and Subsurface Conditions

- A. The following table lists the reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may reasonably rely: **[If there are no such reports, so indicate in the table.]**

Report Title	Date of Report	Technical Data
N/A	N/A	N/A

- B. The following table lists the drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may reasonably rely: **[If there are no such drawings, so indicate in the table.]**

Drawings Title	Date of Drawings	Technical Data
N/A	N/A	N/A

- C. Contractor may examine during regular business hours copies of reports and drawings identified in Paragraphs 7.02.A and 7.02.B that were not included with the Bidding Documents at **[109 3rd Ave South, Franklin, TN]**, or may request copies from Owner.

7.03 Technical Data Regarding Hazardous Environmental Conditions

- A. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may reasonably rely: **[If there are no such reports, so indicate in the table.]**

Report Title	Date of Report	Technical Data
N/A	N/A	N/A

- B. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may reasonably rely: **[If there are no such drawings, so indicate in the table.]**

Drawings Title	Date of Drawings	Technical Data
N/A	N/A	N/A

- C. Contractor may examine during regular business hours copies of reports and drawings identified in Paragraphs 7.03.A and 7.03.B that were not included with the Bidding Documents at the Engineering Department at Franklin City Hall, 109 3rd Avenue South, Suite 133, Franklin, TN 37064, or may request copies from Owner.

ARTICLE 8—INSURANCE LIMITS

- 8.01 Contractor shall purchase and maintain the following types of insurance as more fully set forth in Article 6 of the General Conditions. Such insurance shall be written for not less than the limits set forth below.

A. *Commercial General Liability:*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

B. *Automobile Liability:*

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000

C. *Worker's Compensation and Employer's Liability*

Worker's Compensation and Employer's Liability	Policy limits of not less than:
State and Federal (as applicable)	Statutory Limit
Employer's Liability (accident – per occurrence)	\$1,000,000
Employer's Liability (disease – policy limit)	\$1,000,000
Employer's Liability (disease – policy limit)	\$1,000,000

D. Umbrella or Excess Liability:

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

ARTICLE 9—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

9.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that might affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that might affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Contract Documents or otherwise made available to Contractor with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions at or adjacent to the Site that have been identified in the Contract Documents or otherwise made available to Contractor, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and Technical Data, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to above, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary

for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other provisions of the Contract Documents.

8. Contractor 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 Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents and Technical Data, and the resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all requirements for performance of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performance of the Work as required by the Contract Documents.
12. Contractor is authorized to do business in Tennessee, and is properly licensed and registered as necessary by or with all governmental and public and quasi-public authorities having jurisdiction over the Contractor, the Work, and the Project.
13. Contractor possesses a high level of experience, expertise, and competence in the business of administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of the Project, and shall perform the Work with the care, skill, and diligence of such a contractor.

9.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, bidding for, or entering into the Contract. For the purposes of this paragraph:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding or contracting process, (b) to establish Bid or Contract prices at artificial, non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding or contracting process.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement shall be effective on _____, 2023 (which is the Effective Date of the Contract).

Owner:

City of Franklin, Tennessee

By:

(individual's signature)

Date:

(date signed)

Name: **Dr. Ken Moore**

Title: **Mayor**

Attest: **Eric Stuckey**

(individual's signature)

Title: **City Administrator**

(typed or printed)

Address for giving notices:

109 3rd Avenue South, Suite 133

Franklin, TN 37064

Designated Representative: Name:

Shahad Abdulrahman

Title: **Project Manager**

Address:

109 3rd Avenue South, Suite 133

Franklin, TN 37064

Phone: **615-791-3218**

Email: **shahad.abdulrahman@franklintn.gov**

Contractor:

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

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RETAINAGE AGREEMENT
(Required on all Contracts Greater than or equal to \$500,000)
COF Contract No. _____

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and among **City of Franklin** (“Owner”); _____ (“Contractor”); and _____, a corporation organized and existing under the laws of the United States of America, with offices located in _____ (“Bank”).

WITNESSETH:

WHEREAS, Owner and Contractor have heretofore entered COF Contract No. _____, (the “Contract”), whereby Contractor will make improvements to certain real property of Owner, pursuant to a certain project known as _____ (“Project”) located in Franklin, Tennessee, with the contract providing that Owner is to retain a percent of all payment requests of Contractor, all as more specifically set forth in the Contract, to which specific reference is hereby made; and

WHEREAS, Owner and Contractor are desirous of creating an escrow account with Bank for the deposit of such retainage; and

WHEREAS, Bank has agreed to act as escrow agent to receive and hold the retainage paid to it until the receipt of a release or partial release by the Owner.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. Owner hereby agrees to pay all retainage held pursuant to the Contract to Bank, to be held in escrow by Bank in a separate interest-bearing account (the “Escrow Account”). Funds held will not be commingled with any other funds owned by Bank or any third party, but will at all times remain segregated and subject to identification as the particular funds deposited and held for the purposes of retainage for the Project.
2. The Escrow Account shall be owned by Contractor, except to the extent ownership thereof is affected by the assignment to Owner pursuant to the terms hereof.
3. Contractor shall and hereby does conditionally assign all its ownership interest in the Escrow Account, including its power to make withdrawals therefrom, to Owner. This conditional assignment shall terminate upon Owner’s execution of release, to the extent of such release.
4. So long as retainage remains on deposit and Contractor is not in default of Contract, all interest earned on deposited retainage shall go to the Contractor less any custodial care and servicing costs.
5. When Owner determines, upon the request of Contractor, in accordance with the provisions of the Contract, that Contractor is entitled to all or a portion of the retainage, Owner shall forward a written release to Bank, substantially in the forms attached hereto as Exhibit A or Exhibit B, whereupon all or a portion of the amounts held in the Escrow Account will be released and paid, together with any remaining interest thereon, to Contractor by Bank within 5 business days.
6. Should a dispute arise between Owner and Contractor whereby Owner fails to execute and deliver a release to Bank, Bank shall not be liable to either Owner or Contractor for failure to

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deliver the amounts on deposit in the Escrow Account, with interest thereon, to Contractor. Bank shall transfer the amounts on deposit in the Escrow Account to Owner upon Owner's written request and shall not be liable to Contractor for such action. In the event that litigation ensues between Owner and Contractor, Bank shall tender into the registry or custody of any court of competent jurisdiction all assets or property held by Bank pursuant to the terms of this Agreement, together with such pleadings as it deems appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement.

7. Bank may resign as Escrow Agent by providing notice to Owner. Upon termination, all money deposited shall be promptly transferred back to Owner.
8. Contractor will execute a retainage bank vendor form with the City's Finance Department no later than 5 business days from execution of this Agreement.
9. On a monthly basis, within the first week following the end of the prior month, Bank shall provide to the owner a statement of the dedicated escrow account. The statements will be reconciled by Owner. Should any discrepancies be found, Owner will alert Bank and Bank will have 10 business days to respond to Owner with their findings or resolution.
10. Bank shall be liable to the Owner for any loss suffered by the Owner as a result of the Bank's breach of this Agreement.
11. This Agreement supersedes any existing contract between the parties hereto relative to the matters contained herein.

City of Franklin

Signature: _____

Dr. Ken Moore
Mayor

Contractor

Signature: _____

Print Name: _____

Title: _____

Bank

Signature: _____

Print Name: _____

Title: _____

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EXHIBIT A

Release

The undersigned, as owner of certain real property located in Franklin, Tennessee, which has been improved pursuant to a construction contract with _____ (“Contractor”), hereby certifies that Contractor has completed all work required of it, pursuant to such contract, and the undersigned hereby authorizes _____ (“**Bank**”) to release \$_____ {also type figure} paid in escrow pursuant to that certain retainage agreement between and among the undersigned, and Contractor and Bank, dated the _____ day of, _____ which agreement is specifically incorporated herein as reference. This release is executed for the sole purpose of releasing the amounts held in escrow as aforesaid and specifically does not nor shall it be construed to release or otherwise affect any claims or rights which the undersigned has or may have against Contractor pursuant to said contract or the work performed thereunder.

City of Franklin

Signature: _____

Dr. Ken Moore
Mayor

ATTEST:

Signature: _____

Print Name: _____

Title: _____

STATE OF TENNESSEE)
COUNTY OF _____)

Sworn to me before this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

(Seal)

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EXHIBIT B
Partial Release

The undersigned, as owner of certain real property located in Franklin, Tennessee, which has been improved pursuant to a construction contract with _____ (“Contractor”), hereby certifies that Contractor has completed a portion of all work required of it, pursuant to such contract, and the undersigned hereby authorizes _____ (“Bank”) to release \$_____, paid in escrow pursuant to that certain Retainage agreement between and among the undersigned, and Contractor and Bank, dated the _____ day of, _____ which agreement is specifically incorporated herein as reference. This release is executed for the sole purpose of releasing the amounts held in escrow as aforesaid and specifically does not nor shall it be construed to release or otherwise affect any claims or rights which the undersigned has or may have against Contractor pursuant to said contract or the work performed thereunder.

City of Franklin

Signature: _____
Dr. Ken Moore
Mayor

ATTEST:

Signature: _____
 Print Name: _____
 Title: _____

STATE OF TENNESSEE)
COUNTY OF _____)
Sworn to me before this _____ day of _____, 20_____.

Notary Public

My Commission Expires

(Seal)

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NOTICE TO PROCEED

City of Franklin, TN
Engineering Department
109 3rd Avenue South, Suite 133
Franklin, TN 37064

Date: _____
Project Name: _____
Owner's Contract No.: _____
Contractor: _____
Contractor Address: _____

TO CONTRACTOR:

You are notified that the Contract Times under the above Contract will commence to run on _____ **NOTICE TO PROCEED DATE**. In accordance with Article 4 of the Agreement, the Work shall be substantially complete within _____ days and finally complete within _____ days after Substantial Completion.

Before you may start any Work at Site, you shall address all items in Article 2 – Preliminary Matters of the General Conditions to include:

- 1) Delivery of Performance and Payment Bonds; Evidence of Insurance; and
- 2) Delivery of Preliminary Schedules; and
- 3) Conduct a Preconstruction Meeting to include City Staff, Engineer, impacted utility companies and other impacted stake holders as determined by the Engineer.

Authorized by Owner: City of Franklin, TN

By: _____

Signature: _____
(Project Manager Signature)

Title: _____

Date Issued: _____

Copy: Engineer

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PERFORMANCE BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Franklin, TN Mailing address <i>(principal place of business)</i> : 109 3rd Ave South Franklin, TN 37065	Contract Description <i>(name and Contract Number)</i> : Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☒ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. 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:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

- 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven 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 5.4, and the Owner refuses the payment, 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.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. 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 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of 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 periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for 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 Construction Contract.
- 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **NONE**

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PAYMENT BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Franklin, TN Mailing address <i>(principal place of business)</i> : 109 3rd Ave South Franklin, TN 37065	Contract Description <i>(name and location)</i> : Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☒ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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1. The Contractor and 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 Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety

shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction 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 Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, 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 will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

- 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;
 - 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *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 Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction 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.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**

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To:	City of Franklin	From:	Invoice #:
	Engineering Department		Estimate #:
	109 Third Ave South		Date:
	Franklin, TN		From Est. Period:
Attn:			To Est. Period:

Project Name: _____

Owner Contract Number: _____

CONTRACTOR OR DULY AUTHORIZED REPRESENTATIVE APPLICATION FOR PAYMENT AND CERTIFICATION

To the best of my knowledge and belief, I certify that all items, unit quantities, and prices of work and materials shown on this Periodical Estimate are correct and all work has been performed and materials supplied in full accordance with the terms and conditions of the corresponding construction Contract documents between the undersigned as Contractor and the City of Franklin as Owner, and all authorized changes thereto; that the following is a true and correct statement of the contract amount up to and including the last day of the period covered by this estimate and that no part of the "Total Amount Due This Estimate" has been received.

Original Contract Amount:		\$	1. Value of Work Completed to date	\$
Plus/Minus Approved Change Orders			2. Stored Materials	\$
No. _____	Dated: _____	\$	3. Total Completed and Stored to Date	\$
No. _____	Dated: _____	\$	4. Retainage (5%)	\$
No. _____	Dated: _____	\$	5. Total Earned Less Retainage	\$
			6. Less Previous Certificates for Payment	\$
Contract Amount to Date:		\$	7. Total Amount Due This Estimate	\$

I further certify that all claims outstanding as of the date against the undersigned as Contractor for Labor, Materials, and Expendable equipment employed in the performance of said contract up to this date have been paid in full in accordance with the requirements of said Contract.

Contractor: _____ Title: _____

Signed: _____ Date: _____

Engineer – Construction Management Section Approval

I certify that I have verified this Periodical Estimate and that to the best of my knowledge and belief it is a true and correct statement of work performed and material supplied under the Contract and that the Contractor's certified statement of his account and the amount due him is correct and just, and that all work and materials included in this Periodical Estimate have been performed in full accordance with the terms and conditions of the corresponding construction Contract Documents and authorized changes thereto.

Name (Print): _____ Title: _____

Name (Signature): _____ Date: _____

City of Franklin, TN Recommendation for Payment

Name (Print): _____ Title: _____

Name (Signature): _____ Date: _____

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of Franklin, TN
Engineer:	
Contractor:	
Project Name:	
Owners Contract No.:	

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion:

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

Amendments to Contractor's Responsibilities: ☐ None ☐ As follows:

The following documents are attached to and made a part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

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NOTICE OF ACCEPTABILITY OF WORK

Owner: City of Franklin, TN
Engineer: _____
Contractor: _____
Project Name: _____
Owners Contract No.: _____
Effective Date of the
Construction Contract: _____
Notice Date: _____

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____
Name (printed): _____
Title: _____

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CITY OF FRANKLIN GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1—Definitions and Terminology.....	1
1.01 Defined Terms.....	1
1.02 Terminology	6
Article 2—Preliminary Matters	8
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance.....	8
2.02 Copies of Documents	8
2.03 Before Starting Construction	8
2.04 Preconstruction Conference; Designation of Authorized Representatives	9
2.05 Acceptance of Schedules	9
2.06 Electronic Transmittals	9
Article 3—Contract Documents: Intent, Requirements, Reuse	10
3.01 Intent.....	10
3.02 Reference Standards.....	11
3.03 Reporting and Resolving Discrepancies	11
3.04 Requirements of the Contract Documents.....	12
3.05 Reuse of Documents	12
Article 4—Commencement and Progress of the Work	13
4.01 Commencement of Contract Times; Notice to Proceed	13
4.02 Starting the Work.....	13
4.03 Reference Points	13
4.04 Progress Schedule	13
4.05 Delays in Contractor’s Progress	13
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions	17
5.01 Availability of Lands	17
5.02 Use of Site and Other Areas	17

5.03	Subsurface and Physical Conditions.....	18
5.04	Differing Subsurface or Physical Conditions	18
5.05	Underground Facilities.....	20
5.06	Hazardous Environmental Conditions	22
Article 6—Bonds and Insurance.....		24
6.01	Performance, Payment, and Other Bonds	24
6.02	Insurance—General Provisions	24
6.03	Contractor’s Insurance	26
6.04	Builder’s Risk and Other Property Insurance	29
6.05	Property Losses; Subrogation	30
6.06	Receipt and Application of Property Insurance Proceeds	31
Article 7—Contractor’s Responsibilities		31
7.01	Contractor’s Means and Methods of Construction	31
7.02	Supervision and Superintendence	31
7.03	Labor; Working Hours	32
7.04	Services, Materials, and Equipment	32
7.05	“Or Equals”	33
7.06	Substitutes	34
7.07	Concerning Subcontractors and Suppliers.....	36
7.08	Patent Fees and Royalties.....	37
7.09	Permits	38
7.10	Taxes	38
7.11	Laws and Regulations.....	38
7.12	Record Documents.....	38
7.13	Safety and Protection	39
7.14	Hazard Communication Programs	40
7.15	Emergencies.....	40
7.16	Submittals	40
7.17	Contractor’s General Warranty and Guarantee	43
7.18	Indemnification	44
7.19	Delegation of Professional Design Services	45
Article 8—Other Work at the Site.....		45

8.01	Other Work	45
8.02	Coordination	46
8.03	Legal Relationships.....	47
Article 9—Owner’s Responsibilities		48
9.01	Communications to Contractor	48
9.02	Replacement and Role of Engineer.....	48
9.03	Furnish Data	48
9.04	Pay When Due.....	48
9.05	Lands and Easements; Reports, Tests, and Drawings.....	48
9.06	Insurance.....	49
9.07	Change Orders	49
9.08	Inspections, Tests, and Approvals.....	49
9.09	Limitations on Owner’s Responsibilities	49
9.10	Undisclosed Hazardous Environmental Condition.....	49
9.11	Evidence of Financial Arrangements.....	49
9.12	Safety Programs	49
Article 10—Engineer’s and Owner’s Status During Construction.....		49
10.01	Authority of Engineer	49
10.02	Visits to Site.....	50
10.03	Determinations for Unit Price Work	50
10.04	Decisions on Requirements of Contract Documents and Acceptability of Work	50
10.05	Limitations on Engineer’s Authority and Responsibilities	50
10.06	Compliance with Safety Program.....	50
Article 11—Changes to the Contract		51
11.01	Amending and Supplementing the Contract	51
11.02	Change Orders	51
11.03	Work Change Directives.....	51
11.04	Field Orders.....	52
11.05	Owner-Authorized Changes in the Work	52
11.06	Unauthorized Changes in the Work.....	52
11.07	Change of Contract Price	52
11.08	Change of Contract Times.....	53

11.09	Change Proposals	54
11.10	Notification to Surety	55
Article 12—Claims		55
12.01	Claims	55
Article 13—Cost of the Work; Allowances; Unit Price Work		56
13.01	Cost of the Work	56
13.02	Allowances	60
13.03	Unit Price Work	60
Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work		61
14.01	Access to Work	61
14.02	Tests, Inspections, and Approvals	61
14.03	Defective Work	62
14.04	Acceptance of Defective Work	63
14.05	Uncovering Work	63
14.06	Owner May Stop the Work	64
14.07	Owner May Correct Defective Work	64
Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period		64
15.01	Progress Payments	64
15.02	Contractor’s Warranty of Title	67
15.03	Substantial Completion	67
15.04	Partial Use or Occupancy	68
15.05	Final Inspection	68
15.06	Final Completion and Payment	69
15.07	Waiver of Claims	70
15.08	Correction Period	70
Article 16—Suspension of Work and Termination		71
16.01	Owner May Suspend Work	71
16.02	Contractor Default; Owner May Terminate the Contract for Cause	71
16.03	Owner May Terminate the Contract for Convenience	72
16.04	Contractor May Stop Work or Terminate the Contract	73
Article 17—Final Resolution of Disputes		73
17.01	Methods and Procedures	73

Article 18—Miscellaneous	74
18.01 Giving Notice	74
18.02 Computation of Times.....	74
18.03 Cumulative Remedies	74
18.04 Limitation of Damages	74
18.05 No Waiver	75
18.06 Survival of Obligations	75
18.07 Controlling Law	75
18.08 Assignment of Contract.....	75
18.09 Successors and Assigns	75
18.10 Headings.....	75

CITY OF FRANKLIN

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, shall have the meaning indicated in the definitions in this Paragraph 1.01. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments that clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, signed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Owner, to request progress or final payments, and that is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document that is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Owner concerning the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an

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Page 1 of 75

Law Approved TEMPLATE 03.09.20

- adjustment of Contract Price or Contract Times; contesting the acceptability of Work under the Contract Documents; or seeking other relief with respect to the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Owner's decision regarding a Change Proposal.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Owner has made a determination regarding Final Completion.
 - d. A demand for money or services by a third party is not a Claim.
- 11. *Constituents of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, or any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning (a) pollution, (b) protection of human health or the environment, or (c) any hazardous, toxic, or otherwise dangerous waste, substance, or material.
 - 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 - 13. *Contract Documents*—Those items so designated in the Agreement, and that together comprise the Contract.
 - 14. *Contract Price*—The money that Owner has agreed to pay Contractor in accordance with the Contract Documents.
 - 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work, as such days or dates might be adjusted or modified under the Contract.
 - 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 - 17. *Contractor Parties*—Contractor, its Subcontractors, Suppliers, and anyone directly or indirectly employed, retained or contracted by any of them, and anyone for whose acts any of them is responsible or liable with respect to the Project.
 - 18. *Cost of the Work*—See Paragraph 13.01 for definition.
 - 19. *Critical Path*—The sequence and duration of activities of Work that control the duration of the Project.
 - 20. *Drawings*—The part of the Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 - 21. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

22. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
23. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
24. *Engineer*—The individual or entity named as such in the Agreement.
25. *Field Order*—A written order issued by Owner that requires minor changes in the Work but does not change the Contract Price or the Contract Times.
26. *Final Completion*—The stage at which all of Contractor's obligations under the Contract Documents, and specifically under Paragraph 15.06, have been satisfied and final payment is due from Owner to Contractor. The terms "finally complete" and "finally completed" as applied to the Work refer to Final Completion.
27. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that might present a danger to persons or property exposed thereto.
- a. The presence at the Site of materials that are necessary for the performance of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern that are part of the routine and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
28. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
29. *Liens*—Charges, liens, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
30. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
31. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

32. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times shall commence to run and on which Contractor shall start to perform the Work.
33. *Owner*—The City of Franklin, Tennessee.
34. *Owner Parties*—Owner and its executives, officers, managers, board members, agents, and employees.
35. *Progress Schedule*—A schedule prepared and maintained by Contractor in accordance with the Contract, describing the sequence and duration of the activities comprising Contractor's obligation to accomplish the Work within the Contract Times.
36. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work shall be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor in accordance with the Contract, of required submittals and the time requirements for review of the submittals.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor in accordance with the Contract, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner designated for the use of Contractor.
42. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
44. *Submittal*—A written or graphic document, prepared by or for Contractor, that the Contract Documents require Contractor to submit to Owner, or that is indicated as a Submittal in the Schedule of Submittals. Submittals include but are not limited to Shop Drawings and Samples; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; certifications; Suppliers' instructions and reports;

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Page 4 of 75

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records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

45. *Substantial Completion*—The stage at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner, the Work (or a specified part thereof) is sufficiently complete in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be fully utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work. In addition to the foregoing, the Work shall not be considered to have achieved Substantial Completion until all of the following conditions have been met:
- a. All traffic lanes included as part of the Work, including shoulders and ramps, are in their final alignment, and the final wearing surface and all sidewalks, curbs, drainage features, markings, permanent safety appurtenances, lighting, traffic signals, and signing as shown in the Contract Documents have been installed.
 - b. All public utilities and private utility services included as part of the Work have been appropriately installed and successfully passed all required testing.
 - c. All final grading included as part of the Work is complete, and the Site has been 100% stabilized with permanent and temporary erosion and sediment control features.
 - d. The value of all remaining Work is less than 2.5% of the Contract Price, and the remaining Work will not affect the safety or operations of any infrastructure or roadway, and will not significantly impact the public.
46. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
47. *Supplementary Conditions*—Any part of the Specifications that purports to amend or supplement these General Conditions. These General Conditions shall take precedence and control over any such Supplementary Conditions, except with respect to any written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work.
48. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
49. *Technical Data*
- a. Those items expressly identified as Technical Data in the Agreement, with respect to (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site, including existing surface or subsurface structures (except Underground Facilities), and (2) Hazardous Environmental Conditions.

- b. Data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions reports regarding the Site that are identified in the Contract Documents or otherwise made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
50. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
51. *Unit Price Work*—Work to be paid for on the basis of unit prices.
52. *Work*—The entire construction, including the various separately identifiable parts thereof, required to be provided under the Contract Documents. Work includes and is the result of, without limitation, performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and might include, without limitation, related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
53. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms*
 - 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of judgment by Owner. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Owner as to the Work. It is intended that such exercise of judgment, action, or determination shall be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective

is not intended to and shall not be effective to assign to Owner any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

2. The Contract Documents frequently omit modifying words such as “all” and “any,” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. When used in the Contract Documents, unless the context clearly dictates otherwise, (1) the singular shall include the plural, and vice versa, (2) the use of the masculine, feminine or neuter gender shall include all other genders, as appropriate, and (3) the disjunctive “or” shall include the conjunctive “and,” and vice versa.
- C. *Day*: Except as otherwise specifically stated, the word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location approved by Owner) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, each as reasonably determined by Owner, even if the term “or both” is not expressed.

- G. *Set-Off*: As used in the Contract Documents, Owner's right to impose a "set-off" also includes, without limitation, Owner's right to payment and recovery of the pertinent amount from Contractor.
- H. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the policies, certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor one fully signed counterpart of the Agreement, and one copy in electronic portable document format (PDF).
- B. Owner shall maintain and safeguard at least one original printed version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed version of the Contract available to Contractor for review.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Owner for timely review a preliminary schedule including:
 - 1. The Critical Path.
 - 2. The planned start and completion dates for each activity, the duration of each activity, and the sequencing of all activities. If activities have durations of more than one updated period, break the activities into two or more activities distinguished by location or some other feature.
 - 3. Dates related to the procurement of materials, equipment and articles of special manufacture; and dates related to the submission of working drawings, plans and other data specified for review or approval by Owner.
 - 4. Dates related to key Owner inspections.
 - 5. Dates related to specified activities by the Owner and third parties, and times for starting and completing the various stages of Work, including but not limited to all Milestones specified in the Contract.

6. A preliminary Schedule of Submittals.
7. A preliminary Schedule of Values for all of the Work, which includes quantities and prices of items that, when added together, equal the Contract Price, and which subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices shall include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designated Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate shall be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. Owner's and Contractor's Designated Representatives are those individuals identified as such in the Agreement. Subject to Paragraph 9.01 with respect to Owner, each party's Designated Representative is authorized to act as its authorized representative with respect to the services and responsibilities under the Contract. Subject to Paragraph 9.01 with respect to Owner, such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment, a conference, attended by Owner, Contractor, Engineer, and others as appropriate, shall be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment shall be made to Contractor until acceptable schedules are submitted to Owner in accordance with the following:
 1. The Progress Schedule shall provide for an orderly progression of the Work to completion within the Contract Times.
 2. Contractor's Schedule of Submittals shall provide a workable arrangement for reviewing and processing the required Submittals.
 3. Contractor's Schedule of Values shall provide for a reasonable allocation of the Contract Price to the component parts of the Work.
 4. If a schedule is not acceptable to Owner, Contractor shall have an additional 10 days to revise and resubmit the schedule. Acceptance of a schedule by Owner shall not impose on Owner responsibility for sequencing, scheduling, or progress of the Work, and shall not relieve Contractor from Contractor's full responsibility therefor.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.
- D. Notwithstanding anything in this Paragraph 2.06, all notices shall be sent as set forth in Paragraph 18.01.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe and require a functionally complete Project to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Owner or Engineer shall issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any rights or claims against Owner or any other Owner Parties in favor of Engineer, any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, or any other individual or entity not a party to the Contract; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as otherwise required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as otherwise specifically stated in the Contract Documents.
2. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall examine and carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Owner any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation from Owner, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Owner in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation from Owner, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until Final Completion, Contractor shall submit to Owner in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Owner shall be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Owner shall, with reasonable promptness, render or cause to be rendered a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Such written clarification, interpretation, or decision shall be final and binding on Contractor, unless it appeals by submitting a Change Proposal.
- C. If a submitted matter in question concerns the Contract Documents and Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including but not limited to electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 shall survive Final Completion or earlier termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. Unless the Contract states otherwise, the Contract Times shall commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 60 days after the Effective Date of the Contract. In no event shall the Contract Times commence to run later than the actual commencement of the Work on the Project.

4.02 *Starting the Work*

- A. Unless the Contract states otherwise, Contractor shall start to perform the Work on the date indicated in the Notice to Proceed. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction if reasonably necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Owner whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it is adjusted from time to time as follows:
 - 1. Contractor shall submit to Owner for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible unreasonably delays, disrupts, or interferes with Contractor's performance or progress of the Work associated with the Critical Path, as shown on the Contractor's then-current Progress Schedule, then Contractor shall be entitled to an adjustment in the Contract Price or Contract Times, but only to the extent the delay, disruption, or interference affects Contractor's cost of, or time required for, performance of the Work, as reasonably determined by Owner. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or

within the control of any of the Contractor Parties. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled under the Contract, to the extent such concurrent delay is not caused by any of the Contractor Parties.

- B. In any event, Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of any of the Contractor Parties.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an adjustment in Contract Times, but only to the extent the delay, disruption, or interference affects Contractor's cost of, or time required for, performance of the Work, as reasonably determined by Owner. Causes of delay, disruption, or interference that might give rise to an adjustment in Contract Times under this paragraph include the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.
 - 5. *Weather-Related Delays*
 - a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 are the basis for a request for an adjustment in the Contract Times, such request shall be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Critical Path.
 - b. The existence of abnormal weather conditions shall be determined on a month-by-month basis in accordance with the following:
 - 1) Every week day (excluding legal holidays) in a given month that exceeds the number of Foreseeable Bad Weather Days set forth in the table in Paragraph 4.05.C.5.b.3, and on which the following conditions exist, shall be considered a "bad weather day":
 - A) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day through 7:00 p.m. on the day in question equals or exceeds 0.10-inch of precipitation as rain equivalent.
 - B) Dry-out or mud days, at a rate no greater than 1 make-up for each day or consecutive days of rain that total 1.0 inch or more, liquid measure.

- 2) Determination of actual bad weather days during performance of the Work shall be based on the weather records measured and recorded by the National Oceanic and Atmospheric Administration's National Centers for Environmental Information weather monitoring station located at the Franklin Sewage Plant, Franklin, TN, or another method approved in advance by Owner if specifically stated elsewhere in the Contract Documents.
- 3) The Contract Times include the number of Foreseeable Bad Weather Days per month indicated in the following table:

Foreseeable Bad Weather Days	
Month	Days
January	8
February	9
March	9
April	9
May	9
June	8
July	9
August	7
September	7
October	6
November	7
December	9

- 4) The existence of abnormal weather conditions shall not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities and that such activities thus delayed were on the Critical Path. Saturdays, Sundays, and legal holidays shall not constitute lost work days unless the Contract Documents specifically require it or Owner directs Contractor to work those days.

- D. Contractor's entitlement to an adjustment of Contract Times or, if applicable, Contract Price, is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the Critical Path, as of the time of the delay, disruption, or interference.
 2. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or, if applicable, Contract Price shall be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 4. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner requires, including but not limited to where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the Critical Path.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or one not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- H. Except as specifically set forth in the Contract, an adjustment of the Contract Times shall be Contractor's sole and exclusive remedy for any delay, disruption, interference, hindrance or obstruction in Contractor's commencement, performance or completion of the Work, loss of productivity, or other similar claims (collectively "Delays"), whether or not such Delays are foreseeable. In no event shall Contractor be entitled to any compensation or recovery of any damages in connection with any Delays, including but not limited to actual damages, consequential damages, lost opportunity costs, impact damages, extended general conditions, or other similar costs or damages. Owner's exercise of any of its rights or remedies under the Contract, including but not limited to ordering changes in the Work, directing suspension of the Work, rescheduling, correction of the Work, or terminating the Contract for convenience, regardless of the extent or frequency of such exercise, shall not be construed as a delay, disruption, or interference with Contractor's performance or progress of the Work under Paragraph 4.05.A.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any known encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor shall comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein.
- C. If necessary for timely and proper performance of the Work, Contractor shall arrange for use of and access to all additional lands required for temporary construction facilities and storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use or access through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any areas used for Contractor's operations; (c) damage to any other land or areas, or to improvements, structures, utilities, or similar facilities; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of any of the Contractor Parties.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of any of the Contractor Parties, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the full extent permitted by Laws and Regulations, defend (at Owner's option in its sole discretion), indemnify and hold harmless the Owner Parties and Engineer, and the consultants and subcontractors of each and any of them, from and against all such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against any of the Owner Parties, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, performance of the Work, or because of other actions or conduct of any of the Contractor Parties.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. Upon completion of the Work at the Site, Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, its contents or any person, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them or any contents or persons.

5.03 *Subsurface and Physical Conditions*

- A. *Underground Facilities:* Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- B. *Reliance by Contractor on Technical Data:* Contractor may reasonably rely upon the accuracy of Technical Data.
- C. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against any of the Owner Parties or Engineer, or any of their consultants or contractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including but not limited to any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 - 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 - 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
 - 1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to reasonably rely as provided in Paragraph 5.03 is materially inaccurate;
 - 2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until the Owner has a reasonable opportunity to review the subsurface or physical condition in question.

- B. *Owner's Review:* After receipt of written notice as required by the preceding paragraph, Owner shall promptly review the subsurface or physical condition in question; determine whether it is necessary to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; and obtain any pertinent cost or schedule information from Contractor.
- C. *Owner's Statement to Contractor Regarding Site Condition:* Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, and indicating whether any change in the Drawings or Specifications will be made.
- D. *Early Resumption of Work:* If at any time Owner determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Owner's review or issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then Owner may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
 1. Contractor shall be entitled to an adjustment in Contract Times, and might be entitled to an adjustment in Contract Price (excluding any overhead or profit), each as reasonably determined by Owner, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition falls within one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price shall be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment shall be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times no later than 14 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Human Remains; Artifacts.* If, in the course of the Work, Contractor encounters or recognizes the existence of human remains, burial markers, archaeological sites, historic sites or artifacts, or wetlands not indicated in the Contract Documents, Contractor shall immediately suspend any operations that would affect them and notify Owner. Upon receipt of such notice, Owner shall promptly take action to obtain any governmental authorization required to resume the operations. Contractor shall continue to suspend such operations until otherwise instructed by Owner in writing, but shall continue with all other operations that do not affect those remains or features. Any requests for adjustments in the Contract Price or Contract Times arising from the existence of such remains or features shall be governed by the foregoing provisions of this Paragraph 5.04.
- G. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner in writing regarding such Underground Facility.
- C. *Owner's Review:* After receipt of such notice, Owner shall:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; and, if necessary, issue any preliminary instructions to Contractor regarding the Contractor's resumption of Work in connection with the Underground Facility in question; and
 3. obtain any pertinent schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* Owner shall issue a written statement to Contractor regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, and indicating whether any change in the Drawings or Specifications will be made.
- E. *Early Resumption of Work:* If at any time Owner determines that Work in connection with the Underground Facility may resume prior to completion of Owner's review or issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Owner may at its discretion instruct Contractor to resume such Work.

F. *Possible Time Adjustments*

1. Contractor shall be entitled to an adjustment in the Contract Times, but no adjustment in Contract Price, as reasonably determined by Owner, to the extent any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's time required for performance of the Work; subject, however, to the following:
 - a. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the extent of any adjustment in the Contract Times, then any such adjustment shall be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the extent of any adjustment in the Contract Times, no later than 14 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions*

- A. *Reliance by Contractor on Technical Data Authorized:* Contractor may reasonably rely upon the accuracy of the Technical Data. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against any of the Owner Parties or Engineer, or any of their consultants or subcontractors, with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including but not limited to any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by any of the Contractor Parties, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being

- within the scope of the Work, or if any of the Contractor Parties creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area that could reasonably be affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner (and promptly thereafter confirm such notice in writing). Owner shall consider the necessity to retain a qualified expert to evaluate such condition or take corrective action, if any. Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If any of the Contractor Parties created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained all required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to, or on the amount or extent of, any adjustment in Contract Price or Contract Times as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 14 days after Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal and Owner, without waiting 14 days, may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08. In any event, Contractor shall not be entitled to increased overhead or profit in connection with any adjustment of the Contract Price under this Paragraph 5.06.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the full extent permitted by Laws and Regulations, Contractor shall defend (at Owner's option in its sole discretion), indemnify and hold harmless the Owner Parties and Engineer, and consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove any Constituents of Concern brought to the Site by any of the Contractor Parties, to a Hazardous Environmental Condition created by any of the Contractor Parties, or failure by any of the Contractor Parties to fulfill a specific responsibility under the Contract with respect to a Hazardous Environmental Condition or any other environmental matters. Nothing in this Paragraph 5.06.I obligates Contractor to defend or indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds shall remain in effect until at least one year after Final Completion or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by other provisions of the Contract.
- C. All bonds shall be in the form included in the Bidding Documents or otherwise specified by Owner prior to signing the Contract, except as provided otherwise by Laws or Regulations, and shall be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact shall be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements of this Paragraph 6.01, then Contractor shall promptly notify Owner in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements in this Paragraph 6.01.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have performed or furnished labor, services, materials, or equipment used in the performance of the Work, Owner may provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have performed or furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance required of each of them, respectively, in this article and elsewhere in the Contract.

- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from and maintained with insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. All companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than that applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than that relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds the Owner Parties and Engineer (and any other individuals or entities identified in the Contract as additional insureds on Contractor's

liability policies) on each Subcontractor's commercial general liability insurance policy;
and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change or lapse in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site shall end immediately, and Owner may impose a set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required under this Contract shall not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract, or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract shall contain a provision or endorsement that the coverage afforded shall not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days after receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured, additional insured, and the other party to the Contract.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain commercial general liability, automobile liability, worker's compensation and employer's liability, umbrella or excess liability, and other insurance pursuant to the specific requirements of the Contract.
- B. *General Provisions:* The policies of insurance required under this Contract shall:
 1. include at least the specific coverages required;
 2. be written for not less than the limits set forth in the Agreement, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until Final Completion, and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor is correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 4. apply with respect to the performance of the Work by any of the Contractor Parties; and
 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, shall:
1. include and list as additional insureds the Owner Parties and Engineer, and any individuals or entities identified as additional insureds in the Contract;
 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations);
 4. not seek contribution from insurance maintained by the additional insured; and
 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.
- D. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including but not limited to loss of use resulting therefrom.
- E. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include at least the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance shall be maintained for at least five years after Final Completion.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Contract) evidence of continuation of such insurance at Final Completion and every required year thereafter.

2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
- F. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, shall not include any of the following:
1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
 6. Any limitation or exclusion based on the nature of Contractor's work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- G. *Commercial General Liability—Minimum Policy Limits:* Contractor's commercial general liability policy shall be written for not less than the limits set forth in the Agreement.
- H. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis, and shall be written for not less than the limits set forth in the Agreement.
- I. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in this Paragraph 6.03. The coverage afforded shall be at least as broad as that of each and every one of the underlying policies, and shall be written for not less than the limits set forth in the Agreement.

- J. *Waiver of Subrogation*: Contractor shall obtain a waiver of subrogation endorsement to each insurance policy required by this Paragraph 6.03 that waives the insurer's right to subrogate a claim against any of the Owner Parties. Contractor also shall require each of its Subcontractors with such insurance policies applicable to the Project to obtain similar endorsements to those policies in favor of the Owner Parties.
- K. *Professional Liability Coverage (if applicable)*: If any provision of the Contract requires any of the Contractor Parties to provide professional services, including but not limited to any architectural, engineering, design, construction management, surveying or other professional service, Contractor shall obtain and require such Contractor Party to obtain Professional Liability (errors and omissions) coverage applicable to that party's portion of the Work, with limits reasonably acceptable to Owner.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Contract, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as provided in the Contract or required by Laws and Regulations, whichever is less).
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance shall be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and shall be maintained until the Work is complete, as set forth in Paragraph 15.06.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner shall obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06. Such property insurance shall be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) shall provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item shall be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Contract), shall contain provisions to the effect that in the event of payment of any loss or damage the insurer shall have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work, but only to the extent of insurance proceeds received for such losses and damages; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Contract as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused, but only to the extent of insurance proceeds received for such losses and damages.
 2. None of the waivers in this Paragraph 6.05 extends to the rights that any party making such waiver has to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion, or after Final Completion, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer shall have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract signed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies, but only to the extent of insurance proceeds received for such losses and damages.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Contract as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 shall be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured shall state its position regarding a claim for insured loss in writing within 14 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as necessary to perform the Work in accordance with the Contract Documents.

- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written approval of Owner, except under extraordinary circumstances.

7.03 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner for all acts and omissions of the Contractor Parties, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor shall not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which shall not be unreasonably withheld.
1. As used in the Contract, "regular working hours" shall mean 7:00 AM to 6:00 PM.
 2. As used in Contract, "legal holiday" shall mean each of the following:

Holiday	Date
New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving	4th Friday in November
Christmas Day	December 25
Bonus Christmas Day	The first week day after Christmas Day, unless otherwise determined by Owner

7.04 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction

equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work shall be new and of good quality, except as otherwise provided in the Contract Documents. All warranties and guarantees in or required by the Contract Documents shall expressly run to the benefit of Owner. If required by Owner, Contractor shall furnish satisfactory evidence (including but not limited to reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

7.05 *“Or Equals”*

- A. *Contractor’s Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Owner authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the following circumstances:
 - 1. If Owner in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Owner may deem it an “or equal” item. For the purposes of this paragraph, a proposed item of equipment or material shall be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Owner determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Owner's Evaluation and Determination*: Owner shall be allowed a reasonable time to evaluate each "or-equal" request. Owner may require Contractor to furnish additional data about the proposed "or-equal" item. Owner shall be the sole judge of acceptability. No "or-equal" item shall be ordered, furnished, installed, or utilized until Owner's review is complete and Owner determines that the proposed item is an "or-equal," which shall be evidenced by an approved Shop Drawing or other written communication. Owner shall advise Contractor in writing of any negative determination.
- D. *Effect of Owner's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Owner's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Owner determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Owner consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Owner authorize the use of other items of equipment or material under the following circumstances (to the extent possible such requests shall be made before commencement of related construction at the Site):
 - 1. Contractor shall submit sufficient information as provided in this Paragraph 7.06.A to allow Owner to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Owner shall not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 - 2. The requirements for review by Owner shall be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Owner decides is appropriate under the circumstances.
 - 3. Contractor shall make written application to Owner for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited for the same use as the item specified.

- b. shall state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. shall identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Owner's Evaluation and Determination:* Owner shall be allowed a reasonable time to evaluate each substitute request. Owner may require Contractor to furnish additional data about the proposed substitute item. Owner shall be the sole judge of acceptability. No substitute shall be ordered, furnished, installed, or utilized until Owner's review is complete and Owner determines that the proposed item is an acceptable substitute. Owner's determination shall be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Owner shall advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Owner Cost:* Contractor shall bear Owner's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Owner approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of an engineer or other consultant for assistance in evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of an engineer or other consultant for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Owner Determination:* If Owner approves the substitution request, Contractor shall sign the proposed Change Order and proceed with the substitution. Owner's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work, subject to acceptance by Owner of such Subcontractors and Suppliers. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work shall not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner in writing the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 14 days after receipt of Contractor's written submission.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days after Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Owner a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate written contractual agreement that specifically binds the Subcontractor or Supplier to the applicable provisions of the Contract for the benefit of Owner. Contractor shall furnish to Owner copies of all agreements with Subcontractors as requested by Owner.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer and Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed in the Contract Documents.
- B. To the full extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the proper use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the full extent permitted by Laws and Regulations, Contractor shall defend (at Owner's option in its sole discretion), indemnify and hold harmless the Owner Parties and Engineer, and consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work that are applicable at the time of the submission of Contractor's Bid. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.
- B. If Owner acquires any permits from CSX, U.S. Army Corps of Engineers, Tennessee Department Environment and Conservation, Tennessee Department of Transportation, Williamson County, City of Franklin, or other utilities or agencies, the terms of the restrictions and conditions applicable to such permits shall be disclosed to Contractor, and Contractor shall perform the Work in accordance with all such restrictions and conditions.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with Laws and Regulations.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If any of the Contractor Parties performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall, to the full extent permitted by Laws and Regulations, defend (at Owner's option in its sole discretion), indemnify and hold harmless the Owner Parties and Engineer, and consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 14 days after such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim at any time.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written

interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, shall be available to Owner for reference. Upon Final Completion of the Work, Contractor shall deliver these record documents to Owner.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors or Suppliers of their responsibility for the safety of persons or property in the performance of their Work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who might be affected by the Work;
 - 2. all the Work, materials, and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by any of the Contractor Parties shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them is liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of any of the Contractor Parties).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall promptly notify Owner of any damage, injury, or loss to the persons or property of the type referred to in Paragraph 7.13.C.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows the Work might affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any, but such responsibility shall not affect Contractor's other obligations under this Paragraph 7.13. Any of Owner's safety programs that are applicable to the Work are identified or included in the Contract Documents. Contractor shall immediately notify Owner if Contractor thinks any of Owner's safety programs might not be safe or might conflict with Contractor's other obligations.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives shall comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection shall continue until all the Work is completed and Contractor has left the Site (except as otherwise expressly provided in the Contract Documents in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations or deviations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Owner determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order shall be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

- 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
 2. Each Shop Drawing or Sample shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
 3. With each Shop Drawing or Sample, Contractor shall give Owner specific written notice of any variations that the Submittal has from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Owner for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Owner the services, materials, and equipment Contractor proposes to provide, and to enable Owner to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Owner requires to enable Owner to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Owner's review and approval of the pertinent submittal shall be at the sole expense and responsibility of Contractor.
- C. *Owner's Review of Shop Drawings and Samples*
1. Owner shall provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Owner's review and approval shall be only to

determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Owner's review and approval shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Owner's review and approval of a separate item as such shall not indicate approval of the assembly in which the item functions.
4. Owner's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Owner has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Owner shall document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Owner's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Owner's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Owner's receipt, review, acceptance, or approval of a Shop Drawing or Sample shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Owner and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Owner on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Contractor shall bear Owner's costs for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for an engineer's or other consultant's charges to Owner for assistance with such review. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for an engineer's or other consultant's charges to Owner

for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to Owner in accordance with the Schedule of Submittals and pursuant to the applicable provisions of the Contract Documents.
 - b. Owner shall provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals shall be deemed accepted.
 - c. Owner's review shall be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Owner regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be of good quality, new (unless the Contract Documents permit otherwise) and in accordance with the Contract Documents, and will not be defective. Owner is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 1. Owner shall give Contractor written notice of any defective Work within 60 days after Owner's discovery that such Work is defective; and
 2. Such notice shall be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim shall be brought within 30 days after the notice.

- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than any of the Contractor Parties; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligations to perform and complete the Work and other obligations in accordance with the Contract Documents is absolute. No approval, consent, acceptance, or other action or exercise of rights by Owner, including but not limited to those set forth below in this Paragraph 7.17.D, shall constitute an acceptance of Work or performance by Contractor that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under the Contract Documents:
 - 1. Any of Owner's or Engineer's rights or obligations under Article 10, including but not limited to site visits or observations by Owner or Engineer;
 - 2. Payment by Owner of any progress or final payment;
 - 3. Use or occupancy of the Work or any part thereof by Owner;
 - 4. Any review and approval of a Submittal, Shop Drawing, Sample submittal or schedule;
 - 5. The issuance of a notice of acceptability;
 - 6. The end of the correction period established in Paragraph 15.08;
 - 7. Any inspection, test, or approval by others; or
 - 8. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the full extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall defend (at Owner's option in its sole discretion), indemnify and hold harmless the Owner Parties and Engineer, and consultants and subcontractors of each and any of them, from and against all claims, actions, liabilities, losses, damages, costs, expenses and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of, relating to or resulting from the performance, or failure in performance, of the Work, provided that such claim, action, liability, loss, cost, expense, judgment or damage is attributable, in whole or in part to any act or omission of any of the Contractor Parties.
- B. In any and all claims against any of the Owner Parties or Engineer, or any of their consultants or subcontractors, by any employee (or the survivor or personal representative of such employee) of any of the Contractor Parties, the defense and indemnification obligations under Paragraph 7.18.A shall not be limited in any way by any limitation on the

amount or type of damages, compensation, or benefits payable by or for any of the Contractor Parties under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation shall specify the performance and design criteria that such services shall satisfy, and the Submittals that Contractor shall furnish to Owner with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional shall issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, then such Shop Drawing or other Submittal shall bear the written approval of Contractor's design professional when submitted by Contractor.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Owner's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design shall be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations, and Contractor shall promptly notify Owner if Contractor relies on or invokes this provision.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by

Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the performance of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that is required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Owner and the others whose work will be affected.
- E. If the proper performance or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Owner in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper performance and results of Contractor's Work. Contractor's failure to so report shall constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and latent deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following shall be provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.

- B. Unless otherwise provided in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an adjustment in the Contract Price or the Contract Times, each as reasonably determined by Owner. Contractor shall submit any Change Proposal seeking an adjustment in the Contract Price or the Contract Times under this paragraph within 14 days after the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, any of the Owner Parties, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) to the full extent permitted by Laws and Regulations, defend

(at Owner's option in its sole discretion), indemnify and hold harmless the Owner Parties and Engineer, and consultants and subcontractors of each and any of them from and against all such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications directly to Contractor.
- B. Owner's Designated Representative identified in the Agreement, and Owner's City Administrator, Assistant City Administrator, City Engineer, and Department Directors, are the only individuals authorized to give approvals, consents, and otherwise act on Owner's behalf under the Contract Documents, including with respect to, but not limited to, Change Orders, Work Change Directives, Change Proposals, Field Orders, amendments, and other modifications to the Contract. From time to time, Owner may also designate in writing other representatives who are authorized to act on Owner's behalf.
- C. In any event, any modification to the Contract in the amount of \$25,000 or greater shall be effective only if signed by Owner's City Administrator, and all modifications to the Contract are subject to final written approval by the City of Franklin Board of Mayor and Aldermen.

9.02 *Replacement and Role of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.
- B. At Owner's sole discretion, Owner may utilize Engineer to assist with any of Owner's rights, duties, responsibilities, and obligations under the Contract during construction of the Work, and, with prior written notice to Contractor, may engage Engineer to carry out and administer such rights, duties and obligations on Owner's behalf.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner shall not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon the reasonable request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S AND OWNER'S STATUS DURING CONSTRUCTION

10.01 *Authority of Engineer*

- A. The duties and responsibilities and the limitations of authority of Engineer during construction, if any, are set forth in the Contract.

10.02 *Visits to Site*

- A. Owner and Engineer may make visits to the Site at intervals appropriate to the various stages of construction as Owner deems necessary in order to observe the progress that has been made and the quality of the various aspects of Contractor's Work. Based on information obtained during such visits and observations, Owner may determine, in general, if the Work is proceeding in accordance with the Contract Documents. Owner shall not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Owner's efforts shall be directed toward providing for Owner a degree of confidence that the completed Work will conform generally to the Contract Documents.

10.03 *Determinations for Unit Price Work*

- A. Owner shall determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.04 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Owner shall render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work.

10.05 *Limitations on Owner's Authority and Responsibilities*

- A. Neither Owner's authority or responsibility under this Article 10, nor any decision made by Owner in good faith either to exercise or not exercise such authority or responsibility, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Owner to any of the Contractor Parties.
- B. Owner shall not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner shall not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Owner shall not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Owner's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, shall only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with, the Contract Documents.

10.06 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement shall be set forth in a Change Order.

11.02 *Change Orders*

- A. Owner and Contractor shall sign appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off by submitting a Claim;
 - 3. Changes in the Work: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Contractor refuses to sign a Change Order that is required to be signed under Paragraph 11.02.A, it shall be deemed to be of full force and effect, as if fully signed.

11.03 *Work Change Directives*

- A. A Work Change Directive shall not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 14 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Owner may authorize changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes shall be accomplished by a Field Order and shall be binding on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then, before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price shall be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which might include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the

basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. A mutually acceptable fixed fee; or
2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent of the costs;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be 5 percent of the costs;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, or 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change that results in a net decrease in Cost of the Work shall be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee shall be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Owner to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Owner concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief or changes under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal shall address only one issue, or a set of closely related issues.

- B. *Change Proposal Procedures*

1. *Submittal:* Contractor shall submit each Change Proposal to Owner within 14 days after the start of the event giving rise thereto; otherwise any request by Contractor for an adjustment in the Contract Times or Contract Price associated with such Change Proposal shall be deemed waived.
2. *Supporting Data:* The Contractor shall submit supporting data, including but not limited to the proposed change in Contract Price or Contract Time (if any), to Owner within 14 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference shall comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price shall include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Owner's Initial Review:* If in its discretion Owner concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Owner may request that Contractor submit such additional supporting data by a date specified by Owner, prior to Owner beginning its full review of the Change Proposal.
4. *Owner's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Owner), Owner shall conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions shall be in writing, with a copy provided to Contractor. If Owner does not take action on the Change Proposal within 30 days, then the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

- 5. *Binding Decision*: Owner's decision is final and binding upon Contractor, unless Contractor timely appeals the decision by filing a Claim under Article 12.
 - C. *Post-Completion*: Contractor shall not submit any Change Proposals after Final Completion.
- 11.10 *Notification to Surety*
- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including but not limited to Contract Price or Contract Times), the giving of any such notice shall be Contractor's responsibility. The amount of each applicable bond shall be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: Claims between Owner and Contractor, including but not limited to the following, are subject to the process set forth in this article:
 - 1. Appeals by Contractor of Owner's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 - 3. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Final Completion.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 14 days after the decision under appeal. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled. Claims by Contractor seeking an increase in the Contract Times or Contract Price that are not made within the time limits set forth in this Paragraph 12.01.B shall be deemed waived.
- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs, unless otherwise agreed.
- E. *Partial Approval*: If Owner approves a Claim by Contractor in part and denies it in part, such action shall be final and binding unless within 30 days after such action Contractor invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days after the written notice of denial, then the Claim is deemed denied. A denial of the Claim shall be final and binding unless within 30 days after the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: As used in the Contract Documents, the term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined in this Paragraph 13.01. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

- B. *Costs Included:* Except as otherwise agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those commonly incurred in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs include salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the costs included in this Paragraph 13.01.B.1 to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including but not limited to costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments to which the discounts apply, in which case the cash discounts shall accrue to Owner. Contractor may not keep any cash discounts unless it has provided Owner seven days' prior written notice thereof and the opportunity to deposit funds with Contractor with which to make payments to which the discounts apply. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they can be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which shall then determine which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, that

are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed that remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration shall be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor shall not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity shall be paid at a rate shown for such equipment in the equipment rental rate book specified in the Contract Documents or, in the absence of such a book, at rates no higher than standard rates paid in Williamson County, Tennessee. An hourly rate shall be computed by dividing the monthly rates by 176. These computed rates shall include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs shall be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is responsible, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of any of the Contractor Parties, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of any of the Contractor Parties. Such losses include settlements made with the written consent and approval of Owner. No such losses,

damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office in connection with the Work, who are not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence or breach of contract of any of the Contractor Parties, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing or defending Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract shall be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee shall be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee shall automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions shall be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work shall be determined in accordance with Paragraph 11.07.C.2.
- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors shall establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner shall be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of five years after Final Completion. Pertinent Subcontractors shall afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for no more than such sums and by persons or entities acceptable to Owner.
- B. *Cash Allowances*: Contractor agrees that:
 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing shall be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to Final Completion, an appropriate Change Order shall be issued to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price shall be correspondingly adjusted.
- E. Contractor shall not exceed any allowance amount set forth in the Contract Documents, and shall not be entitled to payment for any such excess amounts, without Owner's prior written approval.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price shall be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work shall be based on actual quantities.
- C. Each unit price shall be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner shall determine the actual quantities and classifications of Unit Price Work performed by Contractor. Owner shall review with Contractor the Owner's preliminary determinations on such matters before rendering a written decision thereon. Owner's written decision thereon shall be final and binding upon Contractor, and the final adjustment of Contract Price shall be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
 - 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
 - 2. The adjustment in unit price shall account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
 - 3. Adjusted unit prices shall apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they can comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Owner timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required

by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

- C. If Laws or Regulations of any public body having jurisdiction require any Work specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Owner the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner.
- E. If the Contract Documents require the Work to be approved by Owner or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Owner, Contractor shall, if requested by Owner, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Owner timely notice of Contractor's intention to cover the same and Owner had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Owner's Authority:* Owner has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Reasonably timely written notice of all defective Work of which Owner has actual knowledge shall be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Owner has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to Final Completion, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work, and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to Final Completion, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a set-off against payments due under Article 15. If the acceptance of defective Work occurs after Final Completion, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Owner has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Owner, then Contractor shall, if requested by Owner, uncover such Work for Owner's observation, and then replace the covering, all at Contractor's expense.
- C. If Owner considers it necessary or advisable that covered Work be observed by Owner or inspected or tested by others, then Contractor, at Owner's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Owner requires, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof,

then Contractor may submit a Change Proposal within 14 days after the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work shall conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of any of the Contractor Parties.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Owner to correct defective Work, or to remove and replace defective Work as required by Owner, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 shall be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages shall include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 shall serve as the basis for progress payments and shall be incorporated into a form of Application for Payment acceptable to Owner. Progress payments for Unit Price Work shall be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work shall be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. Not more often than once a month, Contractor shall submit to Owner for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which shall be satisfactory to Owner.
3. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor, acceptable to Owner, stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

C. *Review of Applications*

1. Owner may, after receipt of each Application for Payment, including each resubmittal, return the Application to Contractor indicating in writing any reasons for refusing the Application in whole or in part. In such case, Contractor shall make the necessary corrections and resubmit the Application.
2. Contractor's Application for Payment shall constitute a representation by Contractor to Owner that to the best of Contractor's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents; and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled.
3. By approving any Application for Payment Owner shall not be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work; or
 - b. there are not other matters or issues between the parties that might entitle Owner to withhold payment to Contractor.
4. Owner may reject, in whole or in part, an Application for Payment if necessary in Owner's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;

- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
- d. Owner has been required to remove, remediate, or otherwise address a Hazardous Environmental Condition for which Contractor is responsible; or
- e. Owner has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor.

D. *Payment Becomes Due*

- 1. Thirty days after Owner's approval of the Application for Payment, the amount approved by Owner (subject to any Owner set-offs and Owner's rights to withhold payment under this Paragraph 15.01) shall become due, and when due shall be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

- 1. In addition to any reductions in payment by Owner under Paragraph 15.01.C, Owner is entitled to impose a set-off against payment, and withhold payment in whole or in part, based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, or patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove, remediate, or otherwise address a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to Submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination of the Contract for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or Final Completion of the Work;

- k. Liens have been asserted or filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to impose a set-off against the amount requested.
- 2. If Owner withholds or imposes any set-off against payment, Owner shall give Contractor prompt written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
- 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.D.1.
- F. If Owner reasonably believes it is necessary, Owner may, at its sole option, issue joint checks to Contractor and any Subcontractor or Supplier, or issue direct payments to any Subcontractor or Supplier, to whom Contractor has failed to make payment for Work properly performed or material or equipment suitably delivered.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment performed and furnished under the Contract shall pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, upon payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use, Contractor shall notify Owner in writing that the entire Work is substantially complete and submit to Owner an initial draft of punch list items to be completed or corrected before Final Completion.
- B. Promptly after Contractor's notification, Owner and Contractor shall make an inspection of the Work to determine the status of completion. If Owner does not consider the Work substantially complete, Owner shall notify Contractor in writing, giving the reasons therefor.
- C. If Owner considers the Work substantially complete, Owner shall deliver to Contractor a revised punch list of items to be completed or corrected, reflecting Owner's changes, if any, to the initial draft punch list.
- D. At the time of Owner's receipt of Contractor's initial notification that Contractor believes the Work is substantially complete, Owner and Contractor also shall confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion, the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to Final Completion. In appropriate cases, Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth in Paragraph 15.01.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion, subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work that has specifically been identified in the Contract Documents, or that Owner and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor and Owner shall follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
 - 2. At any time, Contractor may notify Owner in writing that Contractor considers any such part of the Work substantially complete and request Owner to follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner and Contractor shall make an inspection of that part of the Work to determine its status of completion. If Owner does not consider that part of the Work to be substantially complete, Owner shall notify Contractor in writing giving the reasons therefor. If Owner considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 shall apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that it considers the entire Work or an agreed portion thereof to be finally complete, Owner shall promptly make a final inspection with Contractor and shall notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work and remedy such deficiencies.

15.06 *Final Completion and Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Owner, satisfactorily completed all corrections and other Work identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
 2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in, and in the format required by, the Contract Documents, including but not limited to as-built drawings and specifications reflecting all changes to, and the final condition of, the Work as constructed;
 - b. consent of all sureties to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2, if approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or that might in any way result in Liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers. In any event, to the full extent permitted by Laws and Regulations, Contractor shall defend (at Owner's option in its sole discretion), indemnify and hold harmless the Owner Parties from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any Liens and claims asserted or filed because of the Work.
- B. *Owner's Review of Final Application for Payment:* If, on the basis of Owner's observation of the Work during construction and final inspection, and Owner's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Owner is satisfied that the Work has been finally completed and Contractor's other obligations under the Contract have been fulfilled, final payment shall become due

under Paragraph 15.06.D Such determination shall account for any set-offs against payment that are necessary in Owner's opinion to protect Owner from loss for the reasons stated in Paragraphs 15.01.C and 15.01.E with respect to progress payments. Otherwise, Owner shall return the Application for Payment to Contractor, indicating in writing the reasons for refusing to make final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work*: The Work is finally complete (subject to surviving obligations) when final payment is due from Owner to Contractor as established under this Paragraph 15.06.
- D. *Final Payment Becomes Due*: Upon Final Completion, Owner shall set off against the amount for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under Paragraphs 15.01.C and 15.01.E with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days after Owner's receipt and approval of the final Application for Payment from Contractor.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor shall constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If, within one year after the date of Substantial Completion (or such longer period of time prescribed by the Contract Documents or the terms of any applicable warranty or guarantee required by or contained in the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give Contractor reasonably timely notice of any such defect after Owner discovers it. If such notice is given after the end of the correction period, the notice shall be deemed a notice of defective Work under Paragraph 7.17.B.

- C. If, after receipt of a notice of defect, Contractor does not promptly comply with the Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days after invoice from Owner shall be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim shall be brought within 30 days after the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable warranty or statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor. Such notice shall fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an extension of the Contract Times directly attributable to any such suspension, to the extent not caused by any of the Contractor Parties. Any Change Proposal seeking such adjustment shall be submitted no later than 14 days after the date fixed for resumption of Work.

16.02 *Contractor Default; Owner May Terminate the Contract for Cause*

- A. The occurrence of any one or more of the following events shall constitute a default by Contractor and entitle Owner to all rights and remedies available to it under the Contract and Laws and Regulations, including but not limited to Owner's termination of the Contract for cause:
 - 1. Contractor's failure to perform the Work in accordance with the Contract Documents (including but not limited to failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard or violation of Laws or Regulations; or
 4. Contractor's disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated;
 2. enforce the rights available to Owner under any applicable performance bond; and/or
 3. exercise or pursue any other rights and remedies available to Owner under the Contract and Laws and Regulations.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but that are stored elsewhere, and complete the Work as Owner deems expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor, within 7 days after receipt of notice of intent to terminate, begins to correct its failure to perform and diligently cures such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including but not limited to all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess shall be paid to Contractor. If the cost to complete the Work, including but not limited to such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where the Contract has been so terminated by Owner, the termination shall not affect any rights or remedies of Owner against Contractor then existing or that thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner shall not release Contractor from liability.

16.03 *Owner May Terminate the Contract for Convenience*

- A. Upon 7 days' written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work performed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 Contractor May Stop Work or Terminate the Contract

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails to act on any Application for Payment within 60 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Owner has failed to act on an Application for Payment within 60 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner, stop the Work until payment is made of all such amounts due Contractor. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in the Contract directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after Final Completion.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. Before bringing any action in court pertaining to any Claim, dispute or other matter in question arising out of or related to the Contract Documents or the breach thereof, the claimant shall first provide notice of the Claim, dispute or other matter in question to the other party to this Contract in writing and make a specific demand for settlement of said Claim, dispute or matter. If the other party fails to agree to an acceptable resolution to said Claim, dispute or matter, or offer a specific counter-proposal thereto within five days after the receipt of such notice, or the claimant fails to accept any counter-

proposal from the other party within five days after receipt thereof, either party shall be free to submit the Claim, dispute or other matter to litigation in accordance with Paragraph 17.01.B.2.

2. Any Claim, dispute, or other matter in question arising out of or related to the Contract or the Project shall be litigated in the Tennessee Judicial Circuit Court in and for Williamson, County, Tennessee, and the prevailing party to any such litigation shall be entitled to an award of all reasonable attorneys' and experts' fees, expenses and court costs incurred by such prevailing party against the non-prevailing party, including in connection with any appeals.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner or Contractor, it shall be deemed to have been validly given only if delivered:
 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, if also sent by one of the methods in Paragraph 18.01.A.1 or .2.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or legal holiday, such day shall be omitted from the computation.

18.03 *Cumulative Remedies*

- A. Except as otherwise specifically provided in the Contract Documents, the duties and obligations imposed by the Contract Documents, and the rights and remedies available thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them that are otherwise imposed or available by Laws or Regulations, by warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither the Owner Parties nor Engineer, nor any of their consultants or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all other obligations in the Contract that logically should survive Final Completion or earlier termination of the Contract, shall survive Final Completion or earlier termination of the Contract.

18.07 *Controlling Law*

- A. This Contract is to be governed by the laws of the State of Tennessee.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract shall be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that becomes due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction is limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors and assigns to the other party hereto and its successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

WORK CHANGE DIRECTIVE NO.:

Owner: City of Franklin, TN
Engineer: _____
Contractor: _____
Project Name: _____
Owner's Contract No.: _____
Date Issued: _____
Effective Date of Field Order: _____

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments:

Purpose for the Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ _____

Contract Time: _____ **days**

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By:

Title:

Signature:

Date:

MODIFIED - EJCDC® C-940, Work Change Directive.
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00940 – Work Change Directive

Page 1 of 1

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CHANGE ORDER NO.:

Owner: City of Franklin, TN

Engineer: _____

Contractor: _____

Project Name: _____

Owner's Contract No.: _____

Date Issued: _____

Effective Date of Change Order: _____

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments:

Change in Contract Price	Change in Contract Times [State Contract Times as number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer		Recommended by Department Director	
By: _____	By: _____	By: _____	By: _____
Signature: _____	Signature: _____	Signature: _____	Signature: _____
Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____

Contractor Approval

Authorized by Owner

By: _____
Signature: _____
Title: _____
Date: _____

By: _____
Signature: _____
Title: _____
Date: _____

FIELD ORDER NO.:

Owner: City of Franklin, TN
Engineer: _____
Contractor: _____
Project Name: _____
Owner's Contract No.: _____
Date Issued: _____
Effective Date of Field Order: _____

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:**Attachments:****Issued by Engineer**

By: _____

Title: _____

Signature: _____

Date: _____

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APPENDIX A – SUPPLEMENTAL SPECIFICATIONS

ARTICLE 1 – SUPPLEMENTAL SPECIFICATION INCLUDED WITH PROJECT MANUAL

The following Supplemental Specifications are included, in their entirety, in Appendix A and are made a part of the Bidding Documents for the **Thompson Alley Pocket Park (COF Contract No. 2022-0065)**

- A. N/A

ARTICLE 2 – SUPPLEMENTAL SPECIFICATIONS INCORPORATED BY REFERENCE

The following Supplemental Specifications are herein incorporated by reference and made a part of the Bidding Documents for the Project, except to the extent such Supplemental Specifications (i) do not apply based on the nature of the Project (e.g., road, bridge, street, water, or sewer), or (ii) conflict with another Contract Document identified in Paragraph 7.01.A, in which case the conflicting provision of other Contract Document shall take precedence and control:

- A. Supplemental Specifications of the *TDOT Standard Specifications for Road and Bridge Construction*, latest edition. (TDOT item numbers included in Bid Form)
- B. *Franklin Transportation & Street Technical Standards*, latest edition.
- C. *General Requirements and Technical Specifications, Water Management Department, City of Franklin, Tennessee* (i.e. Water, Sanitary Sewer, and Reclaimed Water Specifications).

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APPENDIX B – SPECIAL PROVISIONS

SPECIAL PROVISIONS

The following Special Provisions are included, in their entirety, in Appendix B and are made a part of the Bidding Documents for the **Thompson Alley Pocket Park (COF Contract No. 2022-0065)**.

- A. City of Franklin (“COF”) Special Provision (FSP100RD) Regarding Utility Record Drawings.
- B. Tennessee Department of Transportation (“TDOT”) Special Provision (SP102B) Regarding Unbalanced Bids.
- C. TDOT Special Provision (SP1275) Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary and Lower Tier Covered Transactions.

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SPECIAL PROVISION
REGARDING
UTILITY RECORD DRAWINGS

PART 1 – GENERAL**1.1 SCOPE****1.1.1 General**

The following specifications define the requirements for the preparation and submittal of the Utility Record Drawings for all utilities included in the Contract Documents.

1.1.2 Work Included

The Contractor shall, unless specified otherwise, provide all materials, equipment, tools, and labor necessary for surveying as-built utility installations, and preparation and submittal of Utility Record Drawings. All surveying and Utility Record Drawings must be done by a Professional Surveyor licensed in the State of Tennessee.

1.1.3 Location of the Work

The location of this work is as shown in the Contract Documents.

1.1.4 Coordination of the Work

The Contractor shall be responsible for the satisfactory coordination of the surveying activities with other construction and activities in the area. Delays in work resulting from lack of such harmony shall not in any way be a cause for extra compensation by any of the parties.

1.1.5 Working Hours

The work shall be carried out in accordance with local ordinance and not to cause any unreasonable nuisance to affected residents. Under emergency conditions, this limitation may be waived by the consent of the City of Franklin, TN.

1.2 METHOD OF MEASUREMENT & PAYMENT

All surveying and record preparation must be done by a Professional Surveyor licensed in the State of Tennessee. The work shall be measured, and the compensation determined in the following manner:

1.2.2 Record Drawings

The preparation and submittal of the record drawings shall be paid for on a lump sum basis including preparing and submitting the Professional Surveyor signed and sealed set of Record Drawings in accordance with the requirements listed in this special provision.

1.3 SUBMITTALS

1.3.1 The contractor shall submit the Record Drawings, which are signed and sealed by a State of Tennessee Registered Surveyor, in the following formats: two (2) full-size (paper size shall be 22" x 34" or 24" x 36" with a maximum scale of 1"= 50'), one (1) digital PDF to the same scale as the full-size paper drawings, and Computer-Aided Design and Drafting (CADD) digital files in AutoCAD (DWG) or MicroStation (DGN) format, prepared utilizing the same coordinate system as shown in the Contract Documents.

PART 2 – PRODUCTS**2.1 MATERIALS**

The contractor shall furnish all materials of adequate quality for the purpose intended, including all stakes, pipes, paint, and all other materials necessary to properly perform the required work. Stakes and pipes shall be suitable for general field construction staking and shall be durable enough to last from installation of the utility to the surveying for the preparation of the Record Drawings. Any stakes and pipes damaged during the duration of the contract shall be replaced and re-set at their proper location with no additional compensation being made therefore.

PART 3 – EXECUTION**3.1 GENERAL**

3.1.1 The Engineer of Record will provide the CADD Drawings to the project's contractor for use by the Professional Surveyor for the production of the Record Drawings.

3.2 SURVEYING REQUIREMENTS

All surveying for the project shall be done by or under the supervision of a Tennessee licensed Professional Surveyor. The Professional Surveyor shall review the work, resolve problems, and make decisions in a timely manner.

3.3 SURVEYING FOR RECORD DRAWINGS

The contractor shall only be required to provide Record Drawings for the various systems listed below in sections 3.3.1 thru 3.3.10 that have been or will be modified, altered, installed, constructed, or otherwise disturbed as a part of the construction contract to which this Special Provision has been attached or included.

3.3.1 Property Lines and Easements

The surveyor shall show all property lines and easements included in the Contract Documents.

3.3.2 Stormwater Record Drawings

The following stormwater items shall be included: stormwater culverts and pipes (including: material, slope and length), structures (manholes, catch basins, junction boxes, end walls, outlet structures, etc. [including rim elevations and inverts]) and permanent stormwater Best Management Practices (BMPs) with depicting 1' contours and 25' around the permanent stormwater BMPs (including: detention ponds, retention ponds, bioretention ponds, infiltration trenches, etc.).

3.3.3 City of Franklin, TN Traffic Signals and Fiber Optics Record Drawings:

The following traffic signal and fiber optics shall be included: signal poles, pedestrian poles, CCTV poles, school zone flashers, signal cabinets, conduit (including: conduit size, number of conduit, material, length, description of utility located in conduit, etc.), electrical service pedestals, pull boxes and vehicle detectors.

3.3.4 Street and/or Site Lighting System:

The following street and pedestrian lighting systems shall be included: light poles, pull boxes, conduit (including: conduit size, number of conduit, material, length, description of utility located in conduit, etc.), controller cabinets and service pedestal.

3.3.5 Water Record Drawings:

The following potable water items shall be included: public and private water mains (including: size and material), private laterals (including: size and material), valves (including type: gate valve, blow off valve, air release valve, etc.), meters and enclosures (including: type, size and material), backflow preventers and enclosures (including: type, size and material) and fire suppression items (including: hydrants, meters, fire department connections, etc.). Reference specific utility provider technical specifications and guidelines for additional requirements.

3.3.6 Sanitary Sewer Record Drawings:

The following sanitary sewer items shall be included: public and private gravity sanitary sewer mains (including: material, slope and length), structures (including: rim elevations and all inverts), cleanouts, private laterals (including: size and material), low pressure pumps (including size), force mains (including: material, slope, depth and length), pump stations (including: buildings, driveways, fences, enclosures, etc.), and valves (including valve type).

3.3.7 Reclaimed Water Record Drawings:

The following reclaimed water items shall be included: public and private reclaimed water mains (including: size and material), private laterals (including size and material), valves (including type [e.g. gate valve, blow off valve, air release valve, etc.]), meters / meter boxes (including size), backflow preventers and enclosure (including: type, size and material) and fire hydrants.

3.3.8 Natural Gas Record Drawings:

The following natural gas items shall be included: public and private gas mains (including: size and material), valves (including: size and type), regulating stations, services, and meters.

3.3.9 Electrical and Communications Record Drawings:

The following electrical and communications (*i.e.* phone, cable, fiber optic, etc.) items shall be included: pole locations, riser poles, conduit (including: conduit size, number of conduit, material, length, description of utility located in conduit, etc.), pull boxes, transformers/switches, equipment pads, vaults/manholes (including rim elevations), services runs, service pedestals and meters.

3.3.10 Irrigation:

The following irrigation items shall be included: irrigation tap locations, meter locations, pump stations, backflows, controllers, sensors, all pipe sizes/materials, sleeves, valve locations, sprinkler heads, etc. Plans shall include dimensional data from building walls, curbs, sidewalks, etc.

END OF SPECIAL PROVISION

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S T A T E**O F****T E N N E S S E E**

(Rev. 2-17-15)

January 1, 2021

SPECIAL PROVISION**REGARDING****UNBALANCED BIDS**

The Department will review all unit prices submitted by the apparently lowest responsible bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Engineer.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Department, the right is reserved to reject such bid at the discretion of the Department or to award the Contract and limit progress payments on units of work performed on any excessively priced items to costs that are satisfactorily documented by the Contractor plus 20 percent, until 85 percent of the Contract has been completed. Upon completion of 85 percent of the Contract, the Contractor will be reimbursed in accordance with **Subsection 109.08** of the Standard Specifications for the accepted quantities of work performed on the excessively priced items.

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STATEOFTENNESSEE

(Rev. 9-7-22)

January 1, 2021

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY AND LOWER TIER COVERED TRANSACTIONS

The prospective Primary and/or Lower Tier participant certifies, by signing and submitting this proposal, to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph of this certification; and

Have not within a three- year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal; and

Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Where the prospective Primary and/or Lower Tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

(Exceptions to the above are to be submitted on a separate sheet with the bid proposal)

For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

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APPENDIX C – PERMITS

PERMITS

The following Permits are included, in their entirety, in Appendix C and are made a part of the Bidding Documents for the **Thompson Alley Pocket Park 2022-0065**

- A. City of Franklin (COF) Floodplain Permit – To be completed by city staff following award of the Project to a Contractor.
- B. COF Stormwater Grading (SWG) Permit – To be completed by city staff following award of the Project to Contractor.
- C. COF Building/Electrical Permit(s) – To Be Obtained by the General Contractor. Contractor will be reimbursed exact fees associated with any permit applications.

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City of Franklin

109 3rd Ave S.
Franklin, TN 37064
(615) 791-3217

File #: 21-04698

DATE: May 17, 2023
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
David Hodnett, Staff Engineer

SUBJECT:

Consideration Of DRAFT Change Order No. 4 (Final) To COF Contract No. 2018-0282, A Construction Contract With Civil Constructors, LLC For The "SR-96 West Multi-Use Trail - Phases 1 & 2" Project (COF Project No. 2017-002 / TDOT PIN 123098.00) For A Cost Decrease Of \$335,283.78

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Change Order No. 4 to the construction contract (COF Contract No. 2018-0282) with Civil Constructors, LLC (Civil) for the "SR-96 West Multi-Use Trail - Phases 1 & 2" project (TDOT PIN 123098.00).

BACKGROUND/STAFF COMMENTS:

On October 13, 2020, the City of Franklin Board of Mayor and Alderman (BOMA) awarded, via Resolution 2020-158, the construction contract (COF Contract No. 2018-0282) for the "SR-96 West Multi-Use Trail - Phases 1 & 2" project (TDOT PIN 123098.00) to Civil in the bid amount of \$4,551,584.00. On December 14, 2021, the BOMA approved Change Order No. 1 to authorize a time extension of ten (10) calendar days and a cost increase of \$34,555.31 due to conflicts with existing infrastructure. On September 27, 2022, the BOMA approved Change Order No. 2 to authorize a time extension of ninety (90) calendar days and a cost increase of \$96,670.20 due to conflicts with utilities, water line relocation, fiber optic relocations, and AT&T fiber optic lines. Change Order No. 3 added two (2) items at a cost increase of \$21,504.26 and added an additional forty-one (41) days to the substantial completion deadline to account for delays not caused by the contractor.

Change Order No. 4 is the final closeout change order required by TDOT Local Programs to balance (*i.e.* additions and deductions) to the line items in the contract.

FINANCIAL IMPACT:

The original contract amount for COF Contract No. 2018-0282 was \$4,551,584.00. Previously approved Change Orders 1, 2, and 3 represent a total of \$152,729.77 in *increased* cost. The line

item balancing under Change Order No. 4 results in a cost *decrease* of \$335,283.78. With the approval of Change Order No. 4, the final contract total will become \$4,369,029.99, which is a net *decrease* of \$182,554.01 from the original contract total.

RECOMMENDATION:

Staff recommends that Change Order No. 4 (Final) to COF Contract No. 2018-0282 with Civil Constructors, LLC for the "SR-96 West Multi-Use Trail - Phases 1 & 2" project" (COF Project No. 2017-002 / TDOT PIN 123098.00) be recommended for approval by the Board of Mayor and Aldermen.

Supplemental Agreement and/or Request for Construction Change Change Order Request #4 (Final)

Project Title/Termini:	SR-96 West Multi-Use Trail Phase 1 & 2		
Owner:	City of Franklin	PIN:	123098.00
Address:	Engineering Department	State Project No.:	94LPLM-F3-092
	109 3 rd Avenue South Suite 133	Federal Project No.:	TAP-96(49)
	Franklin, TN 37064	Contract No.:	2018-0282
County:	Williamson		

Whereas, we Civil Constructors, LLC with Federal Insurance Company, as a Surety, entered into a contract with City of Franklin, on 11/11/2020, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

To adjust the contract amount represented by the final project quantities.

As a result of this Change Order, contract time shall:

☒ Not Change, ☐ Increase by _____ days, ☐ Decrease by _____ days

Original Construction Completion Time: 365 days (Date: 01/04/22)

Original Contract Amount: \$4,551,584.00

Approved Change Orders: \$152,729.77

Current Change Order: \$(-335,283.78)

Pending Change Orders: \$0

Total Change Orders: \$(-182,554.01)

Final Contract Amount: \$4,369,029.99

Contract Completion Time with Change Orders: 506 days (Date: 5/25/2022)

**Supplemental Agreement and/or Request for Construction Change
Change Order Request # 4 (Final)**

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

[illegible]

Now, Therefore, We, Civil Constructors, LLC Contractors, and Federal Insurance Company, Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

Recommended for Approval

Marty McWilliams PE, PMP
Engineer/CEI (Signature)

4/25/23

Date _____

Approved

By:

Bryan W. Barton, P.E.

Contractor (Signature)

Date _____

By:

Surety (Signature)

Date _____

By:

Owner (Signature)

Date _____

Approved for
Eligibility

By:

Local Programs (Signature)

Date _____

APPROVED
By Simchah Edwards at 4:19 pm, Apr 24, 2023

City of Franklin Hwy 96 W Multi-Use Trail
Federal Project #: TAP-96(49)
State Project #: 94LPLM-F3-092 PIN 123098.00
Final Change Order Summary

Item No.	Description	Units	Estimated Quantity	Unit Price	Total Quantity Used	Estimated Contract Cost	Actual Total Contract Cost	Difference between Final Cost and Estimated Cost	Additions	Deductions
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$44,640.00	1	\$ 44,640.00	\$44,640.00	\$0.00	\$ -	\$0.00
201-01	CLEARING AND GRUBBING	LS	1	\$40,175.00	1	\$ 40,175.00	\$40,175.00	\$0.00	\$ -	\$0.00
202-01	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$19,405.00	1	\$ 19,405.00	\$19,405.00	\$0.00	\$ -	\$0.00
202-03	REMOVAL OF RIGID PAVEMENT, SIDEWALK, ETC.	S.Y.	1,400	\$6.10	1842.33	\$ 8,540.00	\$11,238.21	\$2,698.21	\$ 2,698.21	\$0.00
202-08.10	REMOVAL OF CURB (MOUNTABLE CURB)	L.F.	1,040	\$10.50	434.80	\$ 10,920.00	\$4,565.40	(\$6,354.60)	\$ -	(\$6,354.60)
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	4,490	\$17.10	4290.81	\$ 76,779.00	\$73,372.85	(\$3,406.15)	\$ -	(\$3,406.15)
203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	12,485	\$18.50	5887.53	\$ 230,972.50	\$108,919.31	(\$122,053.19)	\$ -	(\$122,053.19)
203-04	PLACING AND SPREADING TOPSOIL	C.Y.	1,515	\$32.50	2050.00	\$ 49,237.50	\$66,625.00	\$17,387.50	\$ 17,387.50	\$0.00
204-06.01	FLOWABLE FILL (GENERAL)	C.Y.	100	\$250.00	8.00	\$ 25,000.00	\$2,000.00	(\$23,000.00)	\$ -	(\$23,000.00)
209-03.22	FILTER SOCK (18 INCH)	L.F.	1,220	\$13.50	0.00	\$ 16,470.00	\$0.00	(\$16,470.00)	\$ -	(\$16,470.00)
209-05	SEDIMENT REMOVAL	C.Y.	68	\$18.00	0.00	\$ 1,224.00	\$0.00	(\$1,224.00)	\$ -	(\$1,224.00)
209-08.03	TEMPORARY SILT FENCE (WITHOUT BACKING)	L.F.	5,810	\$1.50	2642.00	\$ 8,715.00	\$3,963.00	(\$4,752.00)	\$ -	(\$4,752.00)
209-08.07	ROCK CHECK DAM	EACH	34	\$335.00	3.00	\$ 11,390.00	\$1,005.00	(\$10,385.00)	\$ -	(\$10,385.00)
209-08.08	ENHANCED ROCK CHECK DAM	EACH	6	\$515.00	1.00	\$ 3,090.00	\$515.00	(\$2,575.00)	\$ -	(\$2,575.00)
209-09.43	CURB INLET PROTECTION (TYPE 4)	EACH	30	\$345.00	0.00	\$ 10,350.00	\$0.00	(\$10,350.00)	\$ -	(\$10,350.00)
209-40.33	CATCH BASIN PROTECTION (TYPE D)	EACH	24	\$325.00	1.00	\$ 7,800.00	\$325.00	(\$7,475.00)	\$ -	(\$7,475.00)
209-40.44	CATCH BASIN FILTER ASSEMBLY (TYPE 4)	EACH	16	\$585.00	0.00	\$ 9,360.00	\$0.00	(\$9,360.00)	\$ -	(\$9,360.00)
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	3,362	\$35.50	2960.53	\$ 119,351.00	\$105,098.82	(\$14,252.18)	\$ -	(\$14,252.18)
303-10.01	MINERAL AGGREGATE (SIZE 57)	TON	93	\$45.00	0.00	\$ 4,185.00	\$0.00	(\$4,185.00)	\$ -	(\$4,185.00)
307-01.21	ASP. CONC. MIX (PG70-22) (BPMB-HM) GR. A-S	TON	130	\$103.00	0.00	\$ 13,390.00	\$0.00	(\$13,390.00)	\$ -	(\$13,390.00)
307-02.01	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING A	TON	170	\$103.00	606.41	\$ 17,510.00	\$62,460.23	\$44,950.23	\$ 44,950.23	\$0.00
307-02.08	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING B-M2	TON	845	\$86.00	443.18	\$ 72,670.00	\$38,113.48	(\$34,556.52)	\$ -	(\$34,556.52)
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	4	\$515.00	0.00	\$ 2,060.00	\$0.00	(\$2,060.00)	\$ -	(\$2,060.00)
402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	12	\$26.00	0.00	\$ 312.00	\$0.00	(\$312.00)	\$ -	(\$312.00)
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	11	\$930.00	9.72	\$ 10,230.00	\$9,039.60	(\$1,190.40)	\$ -	(\$1,190.40)
407-20.05	SAW CUTTING ASPHALT PAVEMENT	L.F.	4,848	\$2.75	1901.00	\$ 13,332.00	\$5,227.75	(\$8,104.25)	\$ -	(\$8,104.25)
411-02.10	ACS MIX (PG70-22) GRADING D	TON	655	\$95.00	677.21	\$ 62,225.00	\$64,334.95	\$2,109.95	\$ 2,109.95	\$0.00
415-01.02	COLD PLANING BITUMINOUS PAVEMENT	S.Y.	6,600	\$3.10	4798.93	\$ 20,460.00	\$14,876.68	(\$5,583.32)	\$ -	(\$5,583.32)
502-04.01	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L.F.	150	\$7.80	261.00	\$ 1,170.00	\$2,035.80	\$865.80	\$ 865.80	\$0.00
604-01.04	1-1/2" STEEL PIPE HANDRAIL	L.F.	1,397	\$115.00	1408.50	\$ 160,655.00	\$161,977.50	\$1,322.50	\$ 1,322.50	\$0.00
607-02.02	15" CONCRETE PIPE CULVERT (CLASS III)	L.F.	14	\$100.00	16.00	\$ 1,400.00	\$1,600.00	\$200.00	\$ 200.00	\$0.00
607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	2,656	\$105.00	2743.00	\$ 278,880.00	\$288,015.00	\$9,135.00	\$ 9,135.00	\$0.00

City of Franklin Hwy 96 W Multi-Use Trail
Federal Project #: TAP-96(49)
State Project #: 94LPLM-F3-092 PIN 123098.00
Final Change Order Summary

Item No.	Description	Units	Estimated Quantity	Unit Price	Total Quantity Used	Estimated Contract Cost	Actual Total Contract Cost	Difference between Final Cost and Estimated Cost	Additions	Deductions
607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	L.F.	594	\$110.00	608.00	\$ 65,340.00	\$66,880.00	\$1,540.00	\$ 1,540.00	\$0.00
607-07.02	36" CONCRETE PIPE CULVERT (CLASS III)	L.F.	922	\$160.00	928.00	\$ 147,520.00	\$148,480.00	\$960.00	\$ 960.00	\$0.00
607-08.02	42" CONCRETE PIPE CULVERT (CLASS III)	L.F.	1,052	\$200.00	1056.00	\$ 210,400.00	\$211,200.00	\$800.00	\$ 800.00	\$0.00
611-01.02	MANHOLES, > 4' - 8' DEPTH	EACH	9	\$8,690.00	9.00	\$ 78,210.00	\$78,210.00	\$0.00	\$ -	\$0.00
611-01.03	MANHOLES, > 8' - 12' DEPTH	EACH	3	\$8,955.00	3.00	\$ 26,865.00	\$26,865.00	\$0.00	\$ -	\$0.00
611-02.11	JUNCTION BOX, TYPE 2	EACH	1	\$6,265.00	1.00	\$ 6,265.00	\$6,265.00	\$0.00	\$ -	\$0.00
611-02.12	JUNCTION BOX, TYPE 3	EACH	1	\$8,775.00	1.00	\$ 8,775.00	\$8,775.00	\$0.00	\$ -	\$0.00
611-07.01	CLASS A CONCRETE (PIPE ENDWALLS)	C.Y.	25	\$1,715.00	10.25	\$ 42,875.00	\$17,578.75	(\$25,296.25)	\$ -	(\$25,296.25)
611-07.02	STEEL BAR REINFORCEMENT (PIPE ENDWALLS)	LB.	1,515	\$1.40	1065.00	\$ 2,121.00	\$1,491.00	(\$630.00)	\$ -	(\$630.00)
611-07.31	18-IN ENDWALL (SIDE DRAIN)	EACH	1	\$3,730.00	1.00	\$ 3,730.00	\$3,730.00	\$0.00	\$ -	\$0.00
611-07.35	42-IN ENDWALL (SIDE DRAIN)	EACH	1	\$13,840.00	1.00	\$ 13,840.00	\$13,840.00	\$0.00	\$ -	\$0.00
611-12.01	CATCH BASINS, TYPE 12, 0' - 4' DEPTH	EACH	6	\$4,695.00	6.00	\$ 28,170.00	\$28,170.00	\$0.00	\$ -	\$0.00
611-12.02	CATCH BASINS, TYPE 12, > 4' - 8' DEPTH	EACH	12	\$5,260.00	12.00	\$ 63,120.00	\$63,120.00	\$0.00	\$ -	\$0.00
611-14.02	CATCH BASINS, TYPE 14, > 4' - 8' DEPTH	EACH	2	\$9,415.00	2.00	\$ 18,830.00	\$18,830.00	\$0.00	\$ -	\$0.00
701-01.01	CONCRETE SIDEWALK (4")	S.F.	63,080	\$6.30	65088.83	\$ 397,404.00	\$410,059.63	\$12,655.63	\$ 12,655.63	\$0.00
701-01.02	CONCRETE SIDEWALK (6")	S.F.	1,614	\$9.00	375.00	\$ 14,526.00	\$3,375.00	(\$11,151.00)	\$ -	(\$11,151.00)
701-02	CONCRETE DRIVEWAY	S.F.	8,924	\$9.25	9585.18	\$ 82,547.00	\$88,662.92	\$6,115.92	\$ 6,115.92	\$0.00
701-02.03	CONCRETE CURB RAMP	S.F.	5,029	\$21.00	2621.83	\$ 105,609.00	\$55,058.43	(\$50,550.57)	\$ -	(\$50,550.57)
702-01	CONCRETE CURB	C.Y.	15	\$620.00	11.47	\$ 9,300.00	\$7,111.40	(\$2,188.60)	\$ -	(\$2,188.60)
702-03	CONCRETE COMBINED CURB & GUTTER	C.Y.	290	\$385.00	229.68	\$ 111,650.00	\$88,426.80	(\$23,223.20)	\$ -	(\$23,223.20)
705-04.07	TAN ENERGY ABSORBING TERM (NCHRP 350, TL3)	EACH	3	\$3,100.00	0.00	\$ 9,300.00	\$0.00	(\$9,300.00)	\$ -	(\$9,300.00)
706-01	GUARDRAIL REMOVED	L.F.	244	\$4.00	654.00	\$ 976.00	\$2,616.00	\$1,640.00	\$ 1,640.00	\$0.00
707-08.11	HIGH-VISIBILITY CONSTRUCTION FENCE	L.F.	470	\$1.70	440.00	\$ 799.00	\$748.00	(\$51.00)	\$ -	(\$51.00)
709-05.05	MACHINED RIP-RAP (CLASS A-3)	TON	657	\$34.00	62.78	\$ 22,338.00	\$2,134.52	(\$20,203.48)	\$ -	(\$20,203.48)
709-05.06	MACHINED RIP-RAP (CLASS A-1)	TON	576	\$31.50	0.00	\$ 18,144.00	\$0.00	(\$18,144.00)	\$ -	(\$18,144.00)
712-01	TRAFFIC CONTROL	LS	1	\$84,615.00	1	\$ 84,615.00	\$84,615.00	\$0.00	\$ -	\$0.00
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	400	\$35.00	270.00	\$ 14,000.00	\$9,450.00	(\$4,550.00)	\$ -	(\$4,550.00)
712-06	SIGNS (CONSTRUCTION)	S.F.	335	\$8.00	470.50	\$ 2,680.00	\$3,764.00	\$1,084.00	\$ 1,084.00	\$0.00
712-07.03	TEMPORARY BARRICADES (TYPE III)	L.F.	360	\$13.50	264.00	\$ 4,860.00	\$3,564.00	(\$1,296.00)	\$ -	(\$1,296.00)
713-11.02	PERFORATED/KNOCKOUT SQUARE TUBE POST	LB.	900	\$3.60	62.00	\$ 3,240.00	\$223.20	(\$3,016.80)	\$ -	(\$3,016.80)
713-11.21	P POST SLIP BASE	EACH	22	\$360.00	0.00	\$ 7,920.00	\$0.00	(\$7,920.00)	\$ -	(\$7,920.00)
713-13.02	FLAT ALUMINUM SIGNS (0.080" THICK)	S.F.	30	\$13.50	17.50	\$ 405.00	\$236.25	(\$168.75)	\$ -	(\$168.75)

City of Franklin Hwy 96 W Multi-Use Trail
Federal Project #: TAP-96(49)
State Project #: 94LPLM-F3-092 PIN 123098.00
Final Change Order Summary

Item No.	Description	Units	Estimated Quantity	Unit Price	Total Quantity Used	Estimated Contract Cost	Actual Total Contract Cost	Difference between Final Cost and Estimated Cost	Additions	Deductions
713-15	REMOVAL OF SIGNS, POSTS AND FOOTINGS	LS	1	\$875.00	1	\$ 875.00	\$875.00	\$0.00	\$ -	\$0.00
713-16.01	CHANGEABLE MESSAGE SIGN UNIT	EACH	8	\$7,740.00	2.00	\$ 61,920.00	\$15,480.00	(\$46,440.00)	\$ -	(\$46,440.00)
713-16.41	RELOCATE SIGN	LS	1	\$9,800.00	1	\$ 9,800.00	\$9,800.00	\$0.00	\$ -	\$0.00
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	275	\$20.60	296.00	\$ 5,665.00	\$6,097.60	\$432.60	\$ 432.60	\$0.00
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	6	\$255.00	6.00	\$ 1,530.00	\$1,530.00	\$0.00	\$ -	\$0.00
716-02.09	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK)	L.F.	530	\$31.00	519.00	\$ 16,430.00	\$16,089.00	(\$341.00)	\$ -	(\$341.00)
716-04.05	PLASTIC PAVEMENT MARKING (STRAIGHT ARROW)	EACH	8	\$260.00	8.00	\$ 2,080.00	\$2,080.00	\$0.00	\$ -	\$0.00
716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	L.F.	4,600	\$0.35	0.00	\$ 1,610.00	\$0.00	(\$1,610.00)	\$ -	(\$1,610.00)
716-05.02	PAINTED PAVEMENT MARKING (8" BARRIER LINE)	L.F.	3,000	\$1.05	0.00	\$ 3,150.00	\$0.00	(\$3,150.00)	\$ -	(\$3,150.00)
716-13.01	SPRAY THERMO PAVEMENT MARKING (60 mil) (4-IN LINE)	L.M.	1.50	\$3,100.00	0.76	\$ 4,650.00	\$2,356.00	(\$2,294.00)	\$ -	(\$2,294.00)
717-01	MOBILIZATION	LS	1	\$103,620.00	1	\$ 103,620.00	\$103,620.00	\$0.00	\$ -	\$0.00
730-01.05	REMOVE & RELOCATE SCHOOL SIGNAL EQUIPMENT	LS	1	\$2,685.00	1	\$ 2,685.00	\$2,685.00	\$0.00	\$ -	\$0.00
730-01.03	MODIFICATION OF EXISTING TRAFFIC SIGNAL EQUIPMENT	EACH	2	\$1,290.00	2.00	\$ 2,580.00	\$2,580.00	\$0.00	\$ -	\$0.00
730-03.21	INSTALL PULL BOX (TYPE B)	EACH	5	\$515.00	0.00	\$ 2,575.00	\$0.00	(\$2,575.00)	\$ -	(\$2,575.00)
730-08.02	SIGNAL CABLE - 5 CONDUCTOR	L.F.	1,470	\$2.10	2615.00	\$ 3,087.00	\$5,491.50	\$2,404.50	\$ 2,404.50	\$0.00
730-12.13	CONDUIT 2" DIAMETER (JACK AND BORE)	L.F.	735	\$25.00	125.00	\$ 18,375.00	\$3,125.00	(\$15,250.00)	\$ -	(\$15,250.00)
730-13.13	VEHICLE DETECTOR (RADAR)	EACH	5	\$9,160.00	5.00	\$ 45,800.00	\$45,800.00	\$0.00	\$ -	\$0.00
730-23.30	PEDESTAL POLE (10-FT)	EACH	7	\$2,065.00	7.00	\$ 14,455.00	\$14,455.00	\$0.00	\$ -	\$0.00
730-26.11	COUNTDOWN PEDESTRIAN SIGNAL HEAD W/AUDIBLE PUSH BUTTON & 15-IN SIGN	EACH	8	\$1,300.00	8.00	\$ 10,400.00	\$10,400.00	\$0.00	\$ -	\$0.00
740-10.03	GEOTEXTILE (TYPE III) (EROSION CONTROL)	S.Y.	2,394	\$3.50	0.00	\$ 8,379.00	\$0.00	(\$8,379.00)	\$ -	(\$8,379.00)
740-11.03	TEMPORARY SEDIMENT TUBE (18-IN)	L.F.	800	\$3.80	1591.00	\$ 3,040.00	\$6,045.80	\$3,005.80	\$ 3,005.80	\$0.00
797-08.06	8-IN PVC PIPE FOR SERVICE LATERAL	L.F.	108	\$53.50	84.00	\$ 5,778.00	\$4,494.00	(\$1,284.00)	\$ -	(\$1,284.00)
801-01.07	TEMPORARY SEEDING (WITH MULCH)	UNIT	260	\$25.50	0.00	\$ 6,630.00	\$0.00	(\$6,630.00)	\$ -	(\$6,630.00)
801-03	WATER (SEEDING & SODDING)	M.G.	135	\$45.40	670.50	\$ 6,129.00	\$30,440.70	\$24,311.70	\$ 24,311.70	\$0.00
803-01	SODDING (NEW SOD)	S.Y.	10,900	\$4.00	14430.00	\$ 43,600.00	\$57,720.00	\$14,120.00	\$ 14,120.00	\$0.00
	WATER LINE ITEMS (NON PARTICIPATING)									
604-01.01	CLASS A CONCRETE (ROADWAY)	C.Y.	5	\$710.00	6.50	\$ 3,550.00	\$4,615.00	\$1,065.00	\$ 1,065.00	\$0.00
795-01.05	8-IN DIP RESTRAINED JOINT WATERLINE	L.F.	210	\$190.00	435.00	\$ 39,900.00	\$82,650.00	\$42,750.00	\$ 42,750.00	\$0.00
795-01.07	10-IN DIP RESTRAINED JOINT WATERLINE	L.F.	3,120	\$235.00	3171.50	\$ 733,200.00	\$745,302.50	\$12,102.50	\$ 12,102.50	\$0.00
795-01.17	20-IN DIP RESTRAINED JOINT WATERLINE	L.F.	147	\$280.00	0.00	\$ 41,160.00	\$0.00	(\$41,160.00)	\$ -	(\$41,160.00)
795-06.04	CONNECT TO 6-IN WATER LINE	EACH	7	\$2,875.00	7.00	\$ 20,125.00	\$20,125.00	\$0.00	\$ -	\$0.00
795-06.05	CONNECT TO 8-IN WATER LINE	EACH	2	\$3,555.00	1.00	\$ 7,110.00	\$3,555.00	(\$3,555.00)	\$ -	(\$3,555.00)

City of Franklin Hwy 96 W Multi-Use Trail
Federal Project #: TAP-96(49)
State Project #: 94LPLM-F3-092 PIN 123098.00
Final Change Order Summary

Item No.	Description	Units	Estimated Quantity	Unit Price	Total Quantity Used	Estimated Contract Cost	Actual Total Contract Cost	Difference between Final Cost and Estimated Cost	Additions	Deductions
795-06.07	CONNECT TO 12-IN WATER LINE	EACH	1	\$3,890.00	0.00	\$ 3,890.00	\$0.00	(\$3,890.00)	\$ -	(\$3,890.00)
795-06.10	CONNECT TO 18-IN WATER LINE	EACH	1	\$6,330.00	1.00	\$ 6,330.00	\$6,330.00	\$0.00	\$ -	\$0.00
795-06.11	CONNECT TO 20-IN WATER LINE	EACH	3	\$6,015.00	0.00	\$ 18,045.00	\$0.00	(\$18,045.00)	\$ -	(\$18,045.00)
795-06.33	CUT AND CAP 6-IN WATERLINE	EACH	5	\$1,470.00	5.00	\$ 7,350.00	\$7,350.00	\$0.00	\$ -	\$0.00
795-06.34	CUT AND CAP 8-IN WATERLINE	EACH	1	\$2,100.00	2.00	\$ 2,100.00	\$4,200.00	\$2,100.00	\$ 2,100.00	\$0.00
795-06.35	CUT AND CAP SERVICE LINE	EACH	1	\$1,050.00	1.00	\$ 1,050.00	\$1,050.00	\$0.00	\$ -	\$0.00
795-08.05	8-IN GATE VALVE ASSEMBLY	EACH	6	\$2,055.00	9.00	\$ 12,330.00	\$18,495.00	\$6,165.00	\$ 6,165.00	\$0.00
795-08.06	10-IN GATE VALVE ASSEMBLY	EACH	14	\$2,945.00	14.00	\$ 41,230.00	\$41,230.00	\$0.00	\$ -	\$0.00
795-09.01	3/4-IN WATER SERVICE METER ASSEMBLY	EACH	4	\$1,622.00	11.00	\$ 6,488.00	\$17,842.00	\$11,354.00	\$ 11,354.00	\$0.00
795-09.28	3/4-IN COPPER SERVICE PIPE	L.F.	454	\$42.50	594.00	\$ 19,295.00	\$25,245.00	\$5,950.00	\$ 5,950.00	\$0.00
795-09.51	RECONNECT SERVICE ASSEMBLY	EACH	13	\$895.00	13.00	\$ 11,635.00	\$11,635.00	\$0.00	\$ -	\$0.00
795-10.01	3/4-IN AUTO AIR RELEASE VALVE ASSEMBLY	EACH	1	\$2,270.00	0.00	\$ 2,270.00	\$0.00	(\$2,270.00)	\$ -	(\$2,270.00)
795-11.02	FIRE HYDRANT ASSEMBLY	EACH	7	\$6,315.00	7.00	\$ 44,205.00	\$44,205.00	\$0.00	\$ -	\$0.00
795-11.03	RECONNECT FIRE HYDRANT	EACH	1	\$2,725.00	1.00	\$ 2,725.00	\$2,725.00	\$0.00	\$ -	\$0.00
795-12.01	REMOVE FIRE HYDRANT	EACH	6	\$1,200.00	6.00	\$ 7,200.00	\$7,200.00	\$0.00	\$ -	\$0.00
795-12.08	REMOVE WATER METER	EACH	5	\$400.00	5.00	\$ 2,000.00	\$2,000.00	\$0.00	\$ -	\$0.00
795-12.20	ADJUST EXISTING VALVE BOXES	EACH	2	\$440.00	7.00	\$ 880.00	\$3,080.00	\$2,200.00	\$ 2,200.00	\$0.00
795-13.01	DI FITTINGS	LB.	9,820	\$5.80	4863.30	\$ 56,956.00	\$28,207.14	(\$28,748.86)	\$ -	(\$28,748.86)
797-07.60	ADJUST EXISTING MANHOLE	EACH	1	\$1,420.00	2.00	\$ 1,420.00	\$2,840.00	\$1,420.00	\$ 1,420.00	\$0.00
GAS LINE ITEMS (NON PARTICIPATING)										
791-03.02	2-IN HDPE GAS MAIN	L.F.	1,400	\$28.50	2023.00	\$ 39,900.00	\$57,655.50	\$17,755.50	\$ 17,755.50	\$0.00
791-06.23	CONNECT TO 2-IN EX. PE MAIN	EACH	4	\$2,910.00	4.00	\$ 11,640.00	\$11,640.00	\$0.00	\$ -	\$0.00
791-07.01	2-IN PE GAS VALVE ASSEMBLY	EACH	4	\$1,800.00	3.00	\$ 7,200.00	\$5,400.00	(\$1,800.00)	\$ -	(\$1,800.00)
791-08.02	3/4-IN SERVICE ASSEMBLY	EACH	4	\$1,950.00	8.00	\$ 7,800.00	\$15,600.00	\$7,800.00	\$ 7,800.00	\$0.00
791-08.05	2-IN SERVICE ASSEMBLY	EACH	1	\$1,585.00	1.00	\$ 1,585.00	\$1,585.00	\$0.00	\$ -	\$0.00
791-08.07	3/4-IN SERVICE PIPE	L.F.	40	\$110.00	725.00	\$ 4,400.00	\$79,750.00	\$75,350.00	\$ 75,350.00	\$0.00
791-08.10	2-IN SERVICE PIPE	L.F.	900	\$40.00	930.00	\$ 36,000.00	\$37,200.00	\$1,200.00	\$ 1,200.00	\$0.00
791-10.01	RETIRE IN-PLACE 3/4-IN SERV. CUT & PLUG	EACH	4	\$1,115.00	1.00	\$ 4,460.00	\$1,115.00	(\$3,345.00)	\$ -	(\$3,345.00)
791-10.02	RETIRE IN-PLACE 1-IN SERV. CUT & PLUG	EACH	1	\$740.00	0.00	\$ 740.00	\$0.00	(\$740.00)	\$ -	(\$740.00)
791-10.04	RETIRE IN-PLACE 2-IN SERV. CUT & PLUG	EACH	1	\$2,300.00	1.00	\$ 2,300.00	\$2,300.00	\$0.00	\$ -	\$0.00
									\$ 334,951.34	\$ (670,235.12)
CHANGE ORDERS / ADJUSTMENTS										
CO#1	CHANGE ORDER #1		0	\$34,555.31	1.00	\$ -	\$34,555.31	\$34,555.31	\$ 34,555.31	

City of Franklin Hwy 96 W Multi-Use Trail
Federal Project #: TAP-96(49)
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Final Change Order Summary

Item No.	Description	Units	Estimated Quantity	Unit Price	Total Quantity Used	Estimated Contract Cost	Actual Total Contract Cost	Difference between Final Cost and Estimated Cost	Additions	Deductions
CO#2	CHANGE ORDER #2		0	\$96,670.20	1.00	\$ -	\$96,670.20	\$96,670.20	\$ 96,670.20	
	CHANGE ORDER #3		0	\$21,504.26	1.00	\$ -	\$21,504.26	\$21,504.26	\$ 21,504.26	
	CHANGE ORDER #4 (Final - Summary)								\$ (335,283.78)	
							Total Change Orders:		\$ (182,554.01)	
	TOTALS					\$ 4,551,584.00	\$4,369,029.99			
	Final Contract Price					\$4,369,029.99				

EXPLANATION OF OVERRUNS AND UNDERRUNS

CONTRACT	2018-0282	STATE PROJECT	NO	94LPLM-F3-092	REFERENCE NO	2017-002	COUNTY
		FEDERAL					
		PROJECT NO.	TAP-96(49)	PIN:	123098.00	Williamson	
	Original Contract Amount		\$4,551,584.00				
	15%		\$682,737.60				
	40%		\$1,820,633.60				

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QTY.	+ OVERRUN - UNDERRUN	EXPLANATION
203-03	Borrow Excavation (Unclassified)	CY	12,485	-6597	Suitable material found on project to use in the place of borrow
209-03.22	FILTER SOCK (18 INCH)	LF	1,220	-1220	Not needed, alternate methods used
209-05	SEDIMENT REMOVAL	CY	68	-68	Not needed, alternate methods used
209-09.43	CURB INLET PROTECTION (TYPE 4)	EACH	30	-30	Not needed, alternate methods used
209-40.44	CATCH BASIN FILTER ASSEMBLY (TYPE 4)	EACH	16	-16	Not needed, alternate methods used
303-10.01	MINERAL AGGREGATE (SIZE 57)	TON	93	-93	Not needed, alternate methods used
307-01.21	ASP. CONC. MIX (PG70-22) (BPMB-HM) GR. A-S	TON	130	-130	A-mix asphalt substituted for A-S mix due to plans not showing edge drains
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	4	-4	Not needed, alternate methods used
402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	12	-12	Not needed, alternate methods used
705-04.07	TAN ENERGY ABSORBING TERM (NCHRP 350, TL3)	EACH	3	-3	Not needed, alternate methods used
709-05.06	MACHINED RIP-RAP (CLASS A-1)	TON	576	-576	Not needed, alternate methods used
713-11.21	P POST SLIP BASE	EACH	22	-22	Not needed, alternate methods used
716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	LF	4,600	-4600	Temp. markings used were included in traffic control
716-05.02	PAINTED PAVEMENT MARKING (8" BARRIER LINE)	LF	3,000	-3000	Temp. markings used were included in traffic control
730-03.21	INSTALL PULL BOX (TYPE B)	EACH	5	-5	Not needed, alternate methods used
740-10.03	GEOTEXTILE (TYPE III) (EROSION CONTROL)	SY	2,394	-2394	Not needed, alternate methods used
801-01.07	TEMPORARY SEEDING (WITH MULCH)	UNIT	260	-260	Not needed, alternate methods used
795-01.17	20-IN DIP RESTRAINED JOINT WATERLINE	LF	147	-147	Not needed, alternate methods used
795-06.07	CONNECT TO 12-IN WATER LINE	EACH	1	-1	Not needed, alternate methods used
795-06.11	CONNECT TO 20-IN WATER LINE	EACH	3	-3	Not needed, alternate methods used
795-10.01	3/4-IN AUTO AIR RELEASE VALVE ASSEMBLY	EACH	1	-1	Not needed, alternate methods used
791-10.02	RETIRE IN-PLACE 1-IN SERV. CUT & PLUG	EACH	1	-1	Not needed, alternate methods used
104-03.01	Additional Work (Exisiting Waterline Field Chankge at Westfield Dr.)	LS	0	+1	See Change Order #1
104-03.02	Additional Work (School Zone Pole and Cable)	LS	0	+1	See Change Order #1
795-06.04	Additional Work (Field Change to Waterline)	LS	0	+1	See Change Order #2
795-06.10	Additional Work (Field Change to Waterline)	LS	0	+1	See Change Order #2
795-06.33	Additional Work (Field Change to Waterline)	LS	0	+1	See Change Order #2
795-09.51	Additional Work (Field Change to Waterline)	LS	0	+1	See Change Order #2
798-05.03	Additional Work (Adjustment to City of Franklin Fiber Optic Cable)	LS	0	+1	See Change Order #2
798-05.03	Additional Work (Adjustment to AT&T fiber Optic Cable)	LS	0	+1	See Change Order #2
730-26.11	Pelco Ped Pushbuttons	LS	0	+1	See Change Order #3

MAJOR ITEMS					
Item No.	Description	Original Quantity	Original Price	Original Monies	Accumulated Monies
795-01.07	10-IN DIP Restrained Joint Waterline	3,120.000	\$235.0000	\$733,200.00	\$733,200.00
				\$0.00	\$733,200.00
				\$0.00	\$733,200.00
				\$0.00	\$733,200.00
				\$0.00	\$733,200.00

40% OF ORIGINAL CONTRACT AMOUNT					
Item No.	Description	Original Quantity	Original Price	Original Monies	Accumulated Monies
795-01.07	10-IN DIP Restrained Joint Waterline	3,120.000	\$235.0000	\$733,200.00	\$733,200.00
701-01.01	Concrete Sidewalk(4")	63,080.000	\$6.3000	\$397,404.00	\$1,130,604.00
607-03.02	18" Concrete Pipe Culvert (Class III)	2,656.000	\$105.0000	\$278,880.00	\$1,409,484.00
203-03	Borrow Excavtion (Unclassified)	12,485.000	\$18.5000	\$230,972.50	\$1,640,456.50
607-08.02	42" Concrete Pipe Culvert (Class III)	1,052.000	\$200.0000	\$210,400.00	\$1,850,856.50

ITEMS NOT USED ON PROJECT					
Item No.	Description	Original Quantity	Original Price	Original Monies	Accumulated Monies
209-03.22	FILTER SOCK (18 INCH)	1,220	\$13.50	\$16,470.00	\$16,470.00
209-05	SEDIMENT REMOVAL	68	\$18.00	\$1,224.00	\$17,694.00
209-09.43	CURB INLET PROTECTION (TYPE 4)	30	\$345.00	\$10,350.00	\$28,044.00
209-40.44	CATCH BASIN FILTER ASSEMBLY (TYPE 4)	16	\$585.00	\$9,360.00	\$37,404.00
303-10.01	MINERAL AGGREGATE (SIZE 57)	93	\$45.00	\$4,185.00	\$41,589.00
307-01.21	ASP. CONC. MIX (PG70-22) (BPM-B-HM) GR. A-S	130	\$103.00	\$13,390.00	\$54,979.00
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	4	\$515.00	\$2,060.00	\$57,039.00
402-02	AGGREGATE FOR COVER MATERIAL (PC)	12	\$26.00	\$312.00	\$57,351.00
705-04.07	TAN ENERGY ABSORBING TERM (NCHRP 350, TL3)	3	\$3,100.00	\$9,300.00	\$66,651.00
709-05.06	MACHINED RIP-RAP (CLASS A-1)	576	\$31.50	\$18,144.00	\$84,795.00
713-11.21	P POST SLIP BASE	22	\$360.00	\$7,920.00	\$92,715.00
716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	4,600	\$0.35	\$1,610.00	\$94,325.00
716-05.02	PAINTED PAVEMENT MARKING (8" BARRIER LINE)	3,000	\$1.05	\$3,150.00	\$97,475.00
730-03.21	INSTALL PULL BOX (TYPE B)	5	\$515.00	\$2,575.00	\$100,050.00
740-10.03	GEOTEXTILE (TYPE III) (EROSION CONTROL)	2,394	\$3.50	\$8,379.00	\$108,429.00
801-01.07	TEMPORARY SEEDING (WITH MULCH)	260	\$25.50	\$6,630.00	\$115,059.00
795-01.17	20-IN DIP RESTRAINED JOINT WATERLINE	147	\$280.00	\$41,160.00	\$156,219.00
795-06.07	CONNECT TO 12-IN WATER LINE	1	\$3,890.00	\$3,890.00	\$160,109.00
795-06.11	CONNECT TO 20-IN WATER LINE	3	\$6,015.00	\$18,045.00	\$178,154.00
795-10.01	3/4-IN AUTO AIR RELEASE VALVE ASSEMBLY	1	\$2,270.00	\$2,270.00	\$180,424.00
791-10.02	RETIRE IN-PLACE 1-IN SERV. CUT & PLUG	1	\$740.00	\$740.00	\$181,164.00



City of Franklin

109 3rd Ave S.
Franklin, TN 37064
(615) 791-3217

File #: 21-04704

DATE: May 17, 2023
TO: Capital Investment Committee
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
SUBJECT:

Capital Projects Dashboard And Status Updates For May 2023

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the status of some of the City's transportation, stormwater, and parks capital projects.

BACKGROUND/STAFF COMMENTS:

To access the live dashboard for the City of Franklin Capital Investment Projects, please go to the following City webpage:

[COF Dashboard Link](#)

Manually locate the dashboard following the instructions below:

1. Go to the City of Franklin's main website at: <https://www.franklinton.gov/>,
2. Hover your cursor over "Our City" or "Business",
3. Click on "City Projects",
4. Click on "[Capital Projects Dashboard](#)".

FINANCIAL IMPACT:

Not Applicable.

RECOMMENDATION:

None

City of Franklin Capital Investment Projects Dashboard

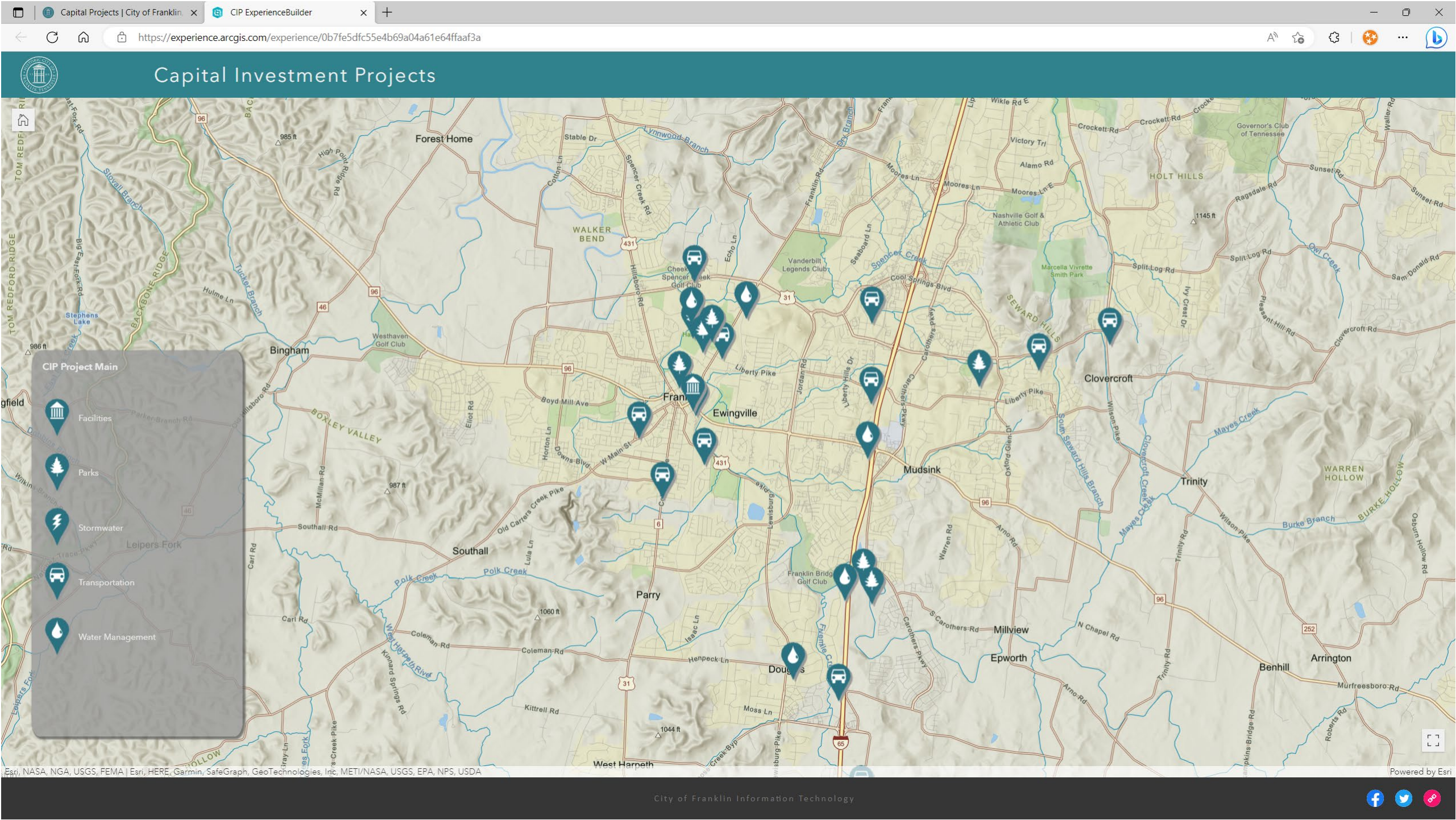


Image Captured from City of Franklin Website on 05/17/2023

Go to www.franklinton.gov >> Hover over “Our City” >> Click on “City Projects” >> Click on “[Capital Projects Dashboard](#)”

OR

Go to www.franklinton.gov >> Hover over “Business” >> Click on “City Projects” >> Click on “[Capital Projects Dashboard](#)”