



Meeting Agenda

Board of Mayor & Alderman

Wednesday, December 30,
2020

11:00 AM

Board Room

Special Meeting

PUBLIC NOTICE of SPECIAL MEETING

Notice is hereby given, a Special Meeting of the City of Franklin Board of Mayor and Alderman will be held on December 30, 2020. The Special Meeting will be held at 11:00 a.m., in the Board Room of City Hall, 109 3rd. Ave S., Franklin Tennessee for the following purpose:

The Board of Mayor and Aldermen Meeting will limit physical access in the meeting room due to current limitations on public gatherings. Accommodations have been made to ensure that the public is able to participate in the meeting. The public may participate in the following ways: • Watch the meeting on FranklinTV or the City of Franklin website. • Watch the live stream through the City of Franklin Facebook and YouTube accounts. • Call in to the conference meeting 1-312-626-6799, Meeting ID: 918 7564 9029 Passcode: 731273. Callers will be unmuted and given an opportunity to comment during the meeting at specific times. • Limited viewing will be available in the lobby of City Hall to watch the live video and make public comment. • The public may email comments and questions prior to 10:00 a.m. on the day of the meeting to recorder@franklintn.gov to be read aloud. • Live comments and those submitted by email will be limited to 2 minutes. • City YouTube: <https://www.youtube.com/user/CityOfFranklin> • City Facebook Live: <https://www.facebook.com/CityOfFranklin> • City website: <https://www.franklintn.gov/franklin-tv>

CALL TO ORDER

NEW BUSINESS

1. Consideration Of Resolution 2020-290, A Resolution Declaring That The Board Of Mayor And Aldermen Shall Meet On December 30, 2020 For A Special Meeting By Electronic Means Rather Than Being Required To Gather A Quorum Of The Members Physically Present In The Same Location Because It Is Necessary To Protect The Health, Safety, And Welfare Of Tennesseans In Light Of The COVID-19 Outbreak.

Sponsors: Shauna Billingsley

2. Consideration Of Resolution 2020-238, A Resolution To Award The Construction Contract (COF Contract No. 2020-0261) For The Carothers Parkway Widening And Southeast Municipal Complex Entrance Project To Bell & Associates Construction, LLC In The Amount Of \$9,340,086.18 And To Authorize The City Administrator and City Attorney to Execute The Contract

Sponsors: Paul Holzen, Jonathan Marston, David Hodnett

ADJOURN



File #: 20-01595

DATE: December 23, 2020
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney

SUBJECT:

Consideration Of Resolution 2020-290, A Resolution Declaring That The Board Of Mayor And Aldermen Shall Meet On December 30, 2020 For A Special Meeting By Electronic Means Rather Than Being Required To Gather A Quorum Of The Members Physically Present In The Same Location Because It Is Necessary To Protect The Health, Safety, And Welfare Of Tennesseans In Light Of The COVID-19 Outbreak.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning conducting the Board of Mayor and Aldermen by electronic means to limit physical contact for the health and safety of all citizens.

BACKGROUND/STAFF COMMENTS:

Due to the COVID-19 Outbreak citizens need to limit potential exposure to the virus by limiting contact with others. To support this effort the City of Franklin boards and commissions will meet electronically rather than gathering a quorum physically in the same location to conduct their essential business.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2020-290.

RESOLUTION 2020-290

A RESOLUTION DECLARING THAT THE BOARD OF MAYOR AND ALDERMEN SHALL MEET FOR A SPECIAL SESSION ON DECEMBER 30, 2020, AND CONDUCT ITS ESSENTIAL BUSINESS BY ELECTRONIC MEANS RATHER THAN BEING REQUIRED TO GATHER A QUORUM OF THE MEMBERS PHYSICALLY PRESENT IN THE SAME LOCATION BECAUSE IT IS NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF TENNESSEANS IN LIGHT OF THE COVID-19 OUTBREAK

WHEREAS, Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory disease that appears to occur through respiratory transmission, presents with similar symptoms to those of influenza, and can lead to serious illness or death, particularly in the case of older adults and persons with serious chronic medical conditions; and

WHEREAS, the Centers for Disease Control and Prevention has recommended that all states and territories implement aggressive measures to slow and contain transmission of COVID-19 in the United States; and

WHEREAS, on March 12, 2020, pursuant to the authority granted by Tenn. Code Ann. § 58-2-107, the Governor of Tennessee, Bill Lee, issued Executive Order No. 14, declaring a state of emergency to facilitate the response to COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States, Donald J. Trump, declared a national state of emergency with respect to COVID-19; and

WHEREAS, on March 20, 2020, Mayor Ken Moore issued Executive Order No. 2020-01 Declaring a State of Emergency and Civil Emergency; and

WHEREAS, on March 20, 2020, Governor Lee issued Executive Order No. 16, and later issued Executive Order No. 34, Executive Order No. 51, Executive Order No. 60, Executive Order No. 65, and Executive Order No. 71, allowing electronic meetings while continuing to function openly and transparently; and

WHEREAS, Mayor Moore issued Executive Orders No. 2020-03, No. 2020-05, and No. 2020-07, No. 2020-09, No. 2020-11, No. 2020-12, No. 2020-13, No. 2020-14, No. 2020-15, No. 2020-16, and No. 2020-17 continuing the Declaration of a State of Emergency and Civil Emergency; and

WHEREAS, the Board of Mayor and Aldermen believe it is in the best interest of the City of Franklin to conduct the December 30, 2020, 11 a.m. special meeting by electronic means.

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

The special meeting scheduled for December 30, 2020, at 11 a.m. shall be conducted by electronic means rather than requiring a quorum of the members of the Board of Mayor and Aldermen to attend in person to protect the health, safety, and welfare of Tennesseans in light of the COVID-19 outbreak. Physical access in the meeting room will be limited. The public can view and participate in the meetings by watching the meeting live or later as a recording on FranklinTV, the City of Franklin website, the City of Franklin's Facebook page, and the City of Franklin's YouTube account. Specific dial-in and website links can be found on the City's website at:

<https://www.franklintn.gov/Home/Components/Calendar/Event/10721/1092>

IT IS SO RESOLVED AND DONE on this 30th day of December, 2020.

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



File #: 20-01596

DATE: December 23, 2020
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
David Hodnett, Staff Engineer

SUBJECT:

Consideration Of Resolution 2020-238, A Resolution To Award The Construction Contract (COF Contract No. 2020-0261) For The Carothers Parkway Widening And Southeast Municipal Complex Entrance Project To Bell & Associates Construction, LLC In The Amount Of \$9,340,086.18 And To Authorize The City Administrator and City Attorney to Execute The Contract

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2020-238, awarding the construction contract for the infrastructure for Phase 1 of the Southeast Municipal Complex project.

BACKGROUND/STAFF COMMENTS:

On October 25, 2016, the BOMA approved Resolution 2016-69 to adopt the project list for Phase 1 of the fiscal years (FYs) 2017-2026 Capital Investment Program (CIP). Included in that list of approved project was the Southeast Multipurpose Park. To access the future park property, improvements to Carothers Parkway and a bridge across the Harpeth River must be constructed. This subset of the overall project is known as the Carothers Parkway Widening and Southeast Municipal Complex Entrance Project.

City staff received and opened bids for the construction (COF Contract No. 2020-0261) of the Carothers Parkway Widening and Southeast Municipal Complex Entrance on November 6, 2020. Eight contractors submitted bids for this project. The bids ranged in price from \$9,340,086.18 to \$13,853,626.70, with an average of just under \$12 million.

After careful review and tabulation of the submitted bids, staff recommends award of the the construction contract (COF Contract No. 2020-0261) to the apparent low bidder, Bell & Associates Construction, LLC in the amount of \$9,340,086.18.

FINANCIAL IMPACT:

The total bid amount is \$9,340,086.18. Staff anticipates billing expenses for this project to the Capital Project Fund (310), with the Finance Department allocating project expenses to the most appropriate and available source(s) of funding. This project is funded through the approved Capital Investment funding plan. Funding will come from a combination of Parkland Impact Fees, Utility (Water Management), and General Obligation Bond proceeds.

RECOMMENDATION:

Staff recommends approval of Resolution 2020-238 to award the construction contract (COF Contract No. 2020-0261) to Bell & Associates Construction, LLC in the amount of \$9,340,086.18.

RESOLUTION 2020-238

**A RESOLUTION TO AWARD THE CONSTRUCTION CONTRACT (COF CONTRACT NO. 2020-0261)
FOR THE CAROTHERS PARKWAY WIDENING AND SOUTHEAST MUNICIPAL COMPLEX
ENTRANCE PROJECT TO BELL & ASSOCIATES CONSTRUCTION, LLC IN THE AMOUNT OF
\$9,340,086.18 AND TO AUTHORIZE THE CITY ADMINISTRATOR AND CITY ATTORNEY TO
EXECUTE THE CONTRACT**

WHEREAS, on October 25, 2016, the City of Franklin Board of Mayor and Aldermen (BOMA) approved Resolution 2016-69 to adopt the project list for Phase 1 of the FY 2017-2026 Capital Investment Program (CIP); and

WHEREAS, said Resolution 2016-69 included, as an approved project, the East / Southeast Multipurpose Park; and

WHEREAS, the Carothers Parkway Widening and Southeast Municipal Complex Entrance Project is a subset of the overall East / Southeast Multipurpose Park and is necessary to provide permanent access to the future park; and

WHEREAS, on November 6, 2020, sealed bids for the construction of the Carothers Parkway Widening and Southeast Municipal Complex Entrance Project were received by the City of Franklin Engineering Department at City Hall, 109 3rd Avenue South, Franklin, Tennessee 37064 and were opened and read aloud in a live, publicly accessible, virtual bid opening using Cisco Webex technology; and

WHEREAS, after careful review and tabulation of the submitted bids, City staff recommends award of the contract (COF Contract No. 2020-0261) for construction of the Carothers Parkway Widening and Southeast Municipal Complex Entrance Project to the low bidder, Bell & Associates Construction, LLC, in the bid amount of Nine Million Three Hundred Forty Thousand Eighty-Six and 18/100 Dollars (\$9,340,086.18).

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

SECTION I. Approval is granted to award the contract (COF Contract No. 2020-0261) for the construction of the Carothers Parkway Widening and Southeast Municipal Complex Entrance Project to Bell & Associates Construction, LLC, in the bid amount of Nine Million Three Hundred Forty Thousand Eighty-Six and 18/100 Dollars (\$9,340,086.18).

SECTION II. The City Administrator and City Attorney are hereby authorized to review and execute all contract documents relative to the award of the construction contract (COF Contract No. 2020-0261) for the Carothers Parkway Widening and Southeast Municipal Complex Entrance Project.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2020.

(Signatures on Following Page)

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

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR (STIPULATED PRICE)

COF CONTRACT NO. 2020-0261

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: **widening of Carothers Parkway, sanitary sewer relocation, water/reclaimed water improvements and the construction of bridge over the Harpeth River.**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Carothers Parkway Widening and Southeast Municipal Complex Entrance.**

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 **456** 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 **30** 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 \$1,000 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 \$1,000 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 \$1,000 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 \$100,000.

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
SE Municipal N Access Approach and Bridge	2/8/2020	Geotechnical Engineering Report

- 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 _____, 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: Eric S. Stuckey

(typed or printed)

Title: City Administrator

(typed or printed)

Attest:

(individual's signature)

Title:

(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 II

(typed or printed)

Address:

109 3rd Avenue South, Suite 133

Franklin, TN 37064

Phone: 615-550-8414

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:

CITY OF FRANKLIN GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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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

- 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 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

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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

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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.



HISTORIC
FRANKLIN
TENNESSEE

PROJECT MANUAL

**CAROTHERS PARKWAY WIDENING AND SOUTHEAST
MUNICIPAL COMPLEX ENTRANCE
COF Contract No. 2020-0261**

September 22, 2020

ADDENDUM NO. 4

City of Franklin
Engineering Department

109 Third Avenue South, Suite 133
Franklin, TN 37064

Project: Carothers Widening and
SE Municipal Complex
Entrance

PIN: N/A

Contract No: 2020-0261

Federal Project No: N/A

State Project No: N/A

Date of Issuance: November 5, 2020

(I) Questions from Contractors and Responses (in red):

- A. No Revised Bid Form Attached to Addendum 3. Can you provide an updated Bid Form?
Revised Bid Form is attached. See Attachment A – Revised Bid Form.
- B. Can you create a separate line item for the 4" HDPE gas main installed in 6" steel casing?
Item number has been separated. See Attachment A – Revised Bid Form.

(II) Below is a summary of changes to the bid form. Included with this addendum is a revised bid form that shall be submitted and attached to the Project Manual per the Instruction to Bidders.

714-03.03 – DIRECT BURIAL CONDUIT (3" PVC, SCHEDULE 80) – 360 L.F.

714-04.04 – CONDUIT (3" PVC, SCHEDULE 80, DIRECTIONAL BORE) – 145 L.F.

725-23.12 – FIBER OPTIC CABLE (48F) (INCLUDES THE EXCESS 100 LF AT EACH PULL BOX) – 1535 L.F.

730-03.24 – INSTALL PULL BOX (FIBER OPTIC-TYPE B) – 5 EACH

791-05.77 – 4IN HDPE GAS MAIN INSTALLED IN 6" STEEL CASING (PRICE INCLUDES FURNISHING AND INSTALLATION OF THE STEEL CASING, END SEALS, AND ALL OTHER ITEMS NECESSARY TO COMPLETE THE WORK) – 544 L.F.

Per Article 14 – Submittal of BID – Contractors are required to submit on the bid Form(s) provided in the Contract Documents along with the **entire Project Manual** and other document 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.

The Bid Form has been updated and included as **Attachment A**. Bidders are directed to print, complete and attach the revised Bid Form and the entire Project Manual prior to submitting a bid.

(III) Attachments:

- a. Attachment A – Revised Bid Form

ADDENDUM NO. 3

City of Franklin
Engineering Department

109 Third Avenue South, Suite 133
Franklin, TN 37064

Project: Carothers Widening and
SE Municipal Complex
Entrance

PIN: N/A

Contract No: 2020-0261

Federal Project No: N/A

State Project No: N/A

Date of Issuance: November 4, 2020

(I) Questions from Contractors and Responses (in **red**):

1. Could you clarify if the bid item 795-13.04 Bridge Hanger System is only supposed to include the support hanger components (roller, threaded rod, level brace, inserts, washers, nuts) for all three lines (12" water, 10" water, 4" gas)?

If "Yes or Correct" to Question 1:

Correct

- a. Does the steel casing pipe, DIP restrained joint water line, protection saddles, insulation, casing spacers, and flexible ball joints pay with bid items RW2 and W2 for the waterlines across the bridge?

Yes.

- b. Or are RW2 & W2 bid items for something else outside the limits of the bridge?

No, RW2 and W2 are not for any items outside the limits of the bridge.

- c. Are items RW2 & W2 to include furnishing and installing the materials or just installation with the cost of the material paid elsewhere in the bid?

These items include furnishing and installing the materials.

- d. What bid item is to include the 6" steel sleeve, 4" gas line, and gas line tee & vent pipe for the gas line across the bridge?

The 6" steel sleeve and 4" gas line were to be included in the 4" HDPE Gas Main item no. 791-03.04.

Item no. 797-01.53 Vent Pipe Assembly was to include the tee and vent pipe.

- e. If given a bid item for the gas line in steel casing pipe across the bridge, could you clarify what is to be included in the item?

Please see responses above.

2. We did not find any utility gas specifications in the proposal. Does any gas line specs exist for this project?

Please see Attachment A.

3. Are there any requirements or prequalifications for a contractor to be able to install the water or gas line utilities?

Please see **Attachment B**.

4. On sheet B3 in the General Notes it details under "Miscellaneous General Notes" that all materials shall be paid for by the City of Franklin as part of this contract and the labor and equipment to be paid for under item, 795-13.04. On sheet B4 item 795-13.04 has a footnote that reads to include all labor and materials. Will bidders only need to provide labor and equipment for the 10" Water line, 12" Reclaimed Water Line, and 4" gas main with the City of Franklin providing all materials?

It is intended that THE COST OF ALL materials, LABOR, AND EQUIPMENT NECESSARY FOR THE INSTALLATION OF ALL UTILITIES ON THE BRIDGE, INCLUDING HANGER ASSEMBLIES, CASINGS, HARDWARE, and insulation, SHALL BE PAID for under item no. 795-13.04, bridge hanger system, Is. CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES ON THE BRIDGE WITH THE CITY OF FRANKLIN WATER DEPARTMENT FOR WATER LINES AND ATMOS ENERGY FOR GAS LINE.

5. On sheet B6 it details 4" insulation with a metal casing for both the 10" water line and 12" reclaimed water line. Looking at the City of Franklin General Requirements and Technical Specifications (googled and found at <https://www.franklin.tn.gov/home/showdocument?id=611>) Page 138 and 139 it details Aluminum roll jacketing. Is the 24" steel casing intended to be sleeves to allow the 10" and 12" with 4" insulation and aluminum jacketing to pass through?

Yes, the 24" steel casing will run the length of the bridge and the 10" and/or 12" lines with 4" insulation and aluminum jacketing will pass through this casing pipe.

6. On plan sheet U2 and U3 there is fiber optic cable, fiber optic pull boxes, 3" conduit, and trenching and/or boring, however, I don't see a bid item for this work. Please clarify if this is in the scope of work for the contractor and if so can bid items be provided for this?

The following Items were added:

714-03.03 – Direct Burial Conduit (3" PVC, Schedule 80) – 505 LF

725-20.42 – Pull Box (Type B) – 5 EACH

725-23.12 – Fiber Optic Cable (48F) – 1,535 LF (this includes the excess 100LF at each pull box)

7. Can a bid extension of 1 week be provided?

No extension is anticipated at this time.

8. Does the casing pipes extend across the entire length of the bridge or just 5' past the abutment backwalls to the inside part of the bridge? (Refer to Note 4 on Sheets B20 & B24)

The intent is to provide the casing pipe across the entire length of the bridge.

9. If that is correct, should the steel casing shown in bridge hanger details on Sheet B6 be removed since those would not be on a hanger?

See response above. Detail is correct as shown.

10. For the water line hanger detail on Sheet B6, is the metal casing in the leader [4" Insulation w/ metal casing] referring to the 24" steel casing or is that meant to be for insulation protection such as aluminum jacketing?

The "metal casing" is in reference to the insulation protection; however, this will be placed inside of the 24" steel casing pipe.

11. Also are there are any other utility specifications for gas, lighting, fiber optic, signals, etc? We have been contacted by some of our utility subcontractors about utility items being shown on the plans that are typical bid items but no bid items exist for them.

Three fiber optic pay items were added. Gas utility specifications are stated in **Attachment A**. The cabling associated with the gate system is shown correctly. No other signal items are required for this contract.

12. The bid form is calling for a HID-Proximity Prox Pro with Keypad and I am wanting to see if there is a specific access control system that this is needing to tie into for programming. I am sure the city has a company and system that they use that this will need to tie into for programming.

The City will be responsible for programming access control.

ADDENDUM NO. 2

City of Franklin
Engineering Department

109 Third Avenue South, Suite 133
Franklin, TN 37064

Project: Carothers Widening and
SE Municipal Complex
Entrance

PIN: N/A

Contract No: 2020-0261

Federal Project No: N/A

State Project No: N/A

Date of Issuance: November 2, 2020

You are directed to make the following change(s) in the Bidding Documents:

(I) Concern and Changes to Bid Submittal Process and Bid Opening: The information in section (I) has NOT changed and is included for reference only.

a. Concern:

Due to the ongoing COVID-19 pandemic, the City of Franklin continues to limit in-person meetings to the maximum extent possible. Because of this, Bidders will not be allowed to attend the Bid Opening in-person.

b. Changes:

The Bid Opening for this project will now be held virtually utilizing Cisco Webex technology. Instructions to access the live Bid Opening via Cisco Webex and additional information are as follow:

- *To Access the Bid Opening BY COMPUTER (Audio & Video):*
 - o Click on the following link...JOIN MEETING, or
 - o Manually enter the following address into your web browser...
<https://cityoffranklin.webex.com/cityoffranklin/j.php?MTID=m0dbdbed319dab6aeed610f7f3cee8137>
 - o Meeting Number: 133 572 6537
 - o Password: PMm3UD7Jue7
- *To Access the Bid Opening BY PHONE (Audio Only): 1-415-655-0003 (US Toll) Access code 133 572 6537*
- Franklin City Hall is open during the regular business hours of 8:00 AM to 5:00 PM (CDT). Bid shall continue to be submitted to the Engineering Department at Suite 133 of City Hall, Franklin, TN 37064.

(II) Questions from Contractors and Responses (in red):

- a) On sheet 7E of the plans Temporary Crossing Details, we would appreciate the city to confirm the notes on the plans:
1. The contractor is to install a single span temporary bridge at least 122.5 feet long
Correct.
 2. The lowest part of the bridge cannot be below the elevation of 632.05.
Correct.
 3. No foundation of any type can be placed with in the Harpeth River.
Correct.
- b) If the above notes are true and we can not build the bridge across the river by traditional means of installing temporary bents ever 30' to 40' and building the bridge as we cross the river, is there any others means for the contractor to access the far side of the river to build the foundation for the temporary bridge? **There is an access road that can be utilized for this purpose. See Addendum No. 1 for more information.**
- c) Please provide the Supplementary Conditions including any and all reports and drawings relating to Technical Data and Hazardous Environmental Conditions as detailed in the Instruction to Bidders Section 5.02 A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions* **No other documents are available.**
- d) Plan Sheet U2-7 indicates, what appears to be a sediment basin. The EPSC plan pages do not seem to indicate a sediment basin being constructed (though silt fence is shown). If a sediment basin is to be constructed per page u2-7, what would be the design grade lines for this basin, and what pay item would it fall under (or be a separate pay item)? **The triangular contour lines indicate a stockpile location.**
- e) Construction of the Haul Road is a Lump Sum pay item, however the detail for the dimension of the haul road (plan page 7E) indicate that the materials for the haul road will be paid in their respective pay items. Is this the case, or is this simply referencing the type of material requested for the construction of the haul road? **This has been updated, see Addendum No. 1 for more information.**
- f) Will the "Proposed Haul Road and Crane Pad Detail" as shown on page 7E be applied to only the "Access Pads" as shown on page 7D or will it also apply to the proposed haul road? **It applies to both the access pad and proposed haul road accessing the temporary bridge. See Addendum No. 1 for more information.**
- g) Are inspections, cost of permits, and acquisition of permits the responsibility of the Prime Contractor? **The Contractor will be responsible for EPSC Inspections and finalizing all permits such as EPSC Notice of Coverage, Electrical, etc. The City will reimburse the exact cost associated with the permit. No employee time, markups or profit allowed in the reimbursement. The City will provide quality control inspections as needed.**

- h) The Geotechnical Report and Plan Sheet 10 indicate surcharging and settlement plates.
1. How much surcharge is required
Please reference [Addendum No. 1.](#)
 2. How long does stay in place
Please reference [Addendum No. 1.](#)
 3. If settlement plates are required, how many and where.
Please reference [Addendum No. 1.](#)
 4. How does all of this work pay?
Please reference [Addendum No. 1.](#)
- i) The haul road shown on sheet 7e indicated a a-3 riprap depth of 4'
1. Is the 4' depth mandatory
Please reference [Addendum No. 1.](#)
 2. Is the rock included in the haul road item of in the pay items 740-10.03, 303-01, and 709-05.05 as indicated in the typical section.
Please reference [Addendum No. 1.](#)
 3. Does the haul road remain in place as indicated in note 38 on sheet 2-2
Please reference [Addendum No. 1.](#)
 4. Are items 604-10.89 and 921-01.01 duplicate items?
Please reference [Addendum No. 1.](#)
- J) When do you expect to issue a Notice to proceed?
A Notice to Proceed will be issued for work to commence tentatively in January or February 2021.
- k) What time is the Bid Opening?
Bid Opening will be at 1:00 pm CST on Friday November 6, 2020.
- l) What is the Bituminous Index as per SP109B? The amount in the proposal is blank.
Please see [Attachment A](#)
- m) On sheet U2-7 of the plans there is a "pond" shown on the plan without any elevations on the contours. Is the contractor to install this pond? If it is required, can you please provide the contour elevations? There is nothing referencing this in the General Notes or quantity footnotes.
The triangular contour lines indicate a stockpile location.

ADDENDUM NO. 1

City of Franklin
Engineering Department

109 Third Avenue South, Suite 133
Franklin, TN 37064

Project: Carothers Widening and
SE Municipal Complex
Entrance

PIN: N/A

Contract No: 2020-0261

Federal Project No: N/A

State Project No: N/A

Date of Issuance: October 30, 2020

You are directed to make the following change(s) in the Bidding Documents:

(I) Concern and Changes to Bid Submittal Process and Bid Opening:

a. Concern:

Due to the ongoing COVID-19 pandemic, the City of Franklin continues to limit in-person meetings to the maximum extent possible. Because of this, Bidders will not be allowed to attend the Bid Opening in-person.

b. Changes:

The Bid Opening for this project will now be held virtually utilizing Cisco Webex technology. Instructions to access the live Bid Opening via Cisco Webex and additional information are as follow:

- *To Access the Bid Opening BY COMPUTER (Audio & Video):*
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 - o Manually enter the following address into your web browser...
<https://cityoffranklin.webex.com/cityoffranklin/j.php?MTID=m0dbdbed319dab6aeed610f7f3cee8137>
 - o Meeting Number: 133 572 6537
 - o Password: PMm3UD7Jue7
- *To Access the Bid Opening BY PHONE (Audio Only): 1-415-655-0003 (US Toll) Access code 133 572 6537*
- Franklin City Hall is open during the regular business hours of 8:00 AM to 5:00 PM (CDT). Bid shall continue to be submitted to the Engineering Department at Suite 133 of City Hall, Franklin, TN 37064.

(II) Questions from Contractors and Responses (in red):

a. Permits issued for project?

Appendix C of the Project Manual Shows all permits Associated with the project. The following Permits were included in the Project Manual:

- Nationwide Permit – US Army Corps of Engineers
- TDEC Division of Water Resources Sanitary Sewer Permit

The following Permits are included as **Attachment A** to this Addendum:

- TDEC & Aquatic Resource Alteration Permit (ARAP) – General Permit for Construction and Removal of Minor Road Crossings
- TDEC NPDES Permit – TDEC Notice of Coverage Under the General NPDES Permit for Stormwater Discharges Associated with Construction Activity (CGP). This permit also includes the Approved Stormwater Pollution Prevention Plan.
- TDEC Public Water System Permit

b. Could we get a copy of the environmental permit documents and geotechnical reports on the above project?

All permits are included in **Appendix C** of the Project Manual and **Attachment A** to this Addendum.

The Geotechnical Engineering Report Dated 2/8/2020 was provided on the CD with the Project Manual. We are also providing an additional Geotechnical Engineering Report that was completed for the future Southeast Municipal Complex and dated 2/10/2020. This additional report is included in the addendum as **Attachment B**. These are known explorations and test 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.

c. Is there any right of way, easement, or environmental restrictions to the west of the new bridge that would restrict our access over to the TDOT right of way on I-65? If not could we negotiate a temporary easement with TDOT to access the site from I-65?

Access to the site can only be provided from the proposed temporary bridge and Ascot Ln. The City will only allow limited access from Ascot Ln. as needed and required for the initial construction of the haul road and temporary bridge crossing the Harpeth River. Once this haul road and temp bridge has been constructed, the contractor shall discontinue use of the Ascot Ln entrance for the remainder of the project. This access shall be limited as much as possible to avoid disruption to the existing subdivision. There is an existing access roadway that goes under I-65 and the City currently has an easement on the access roadway allowing us to utilize it for the construction of the project. The City is willing to evaluate other access options following the award of the bid. Regarding alternative access options off I-65, the project team explored this early in the project. Discussions early in the design phase with TDOT revealed that a temporary access road originating from I-65 would not be allowed. Therefore, alternative access to the project site from I-65 will not be considered by the City and shall not be included in the base bid submittal. Lastly, a low water crossing will not be allowed by the City.

- d. Is there going to be a cut off date for questions to be received?
See Article 7 – Interpretations and addenda section 7.03 of the project manual. Questions received less than three days prior to the date for opening of Bids may not be answered.
- e. What are the settlement requirements for the surcharge loading and settlement monitoring system areas?
Embankment Settlement and Surcharge Calculations are provided as **Attachment C** of the addendum.
- f. Article 5.02 Section A 4 talks about A GBR and GDR being available with the bidding documents. Is there additional Geotechnical information besides the Franklin Bridge Terracon Geo Eng Rpt 18185215 that was included in the bid documents?
The Geotechnical Engineering Report Dated 2/8/2020 was provided on the CD with the Project Manual. We are also providing an additional Geotechnical Engineering Report that was completed for the future Southeast Municipal Complex and dated 2/10/2020. This additional report is included in the addendum as **Attachment B**. These are known explorations and test 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.
- g. Is the intent of the Aggregate foundation and surcharge loading items for the contractor to provide a design based on the information provided? If so more design criteria is needed such as lifecycle settlement requirements and overall design performance requirements. If the intent is not for the contractor to design these items more information will be needed to estimate the quantities of stone columns and total settlement expected from the surcharge loading.
The intent of the two distinct foundation improvement systems is to provide the contractor with options to continue working. For example, once the aggregate foundation system is installed and stabilized, the contractor could theoretically begin work on the proposed bridge while the surcharge loading area is being monitored. Embankment Settlement and Surcharge Calculations are provided as **Attachment C** of the addendum. The aggregate foundation system will be designed by the contractor. See sheet 10 for the boundaries of the two systems. The aggregate foundation system shall be designed as to not require surcharge material.
Items have been provided in the contract for the placement and removal of 5' of surcharge fill and the placement of a 1' layer of drainage stone beneath the fill. The surcharge fill material shall be wasted in a **stockpile** and stabilized onsite in a location determined by the engineer. See footnotes 18, 19, 23, and 24 on sheet 2-1 for additional information.
- h. Item No. 701-01.01 : Concrete Sidewalk (4") references Note 32 which states : "PAY ITEM TO INCLUDE ALL INCIDENTALS INCLUDING COST FOR 4IN OF BASE STONE" . The proposed pavement schedule on Sheet 2B references Item No. 303-01 under Note 9. Is the Grade D Base Mineral Aggregate below the proposed concrete sidewalk to be paid for under Item No. 701-01.01 or 303-01?
The Grade D Base Mineral Aggregate below the proposed concrete sidewalk will be paid for under item no. 701-01.01.

- i. The Proposed Pavement Schedule references Item No. 307-02.02 and 307-02.03 but these Item Nos. are not found on the Estimated Project Quantities. Likewise, Item No. 307-01.21 is found on the Estimated Project Quantities but not on the Proposed Pavement Schedule. What is the intended asphalt aggregate base layer?
The intended asphalt base layer is 307-01.21 Asp. Conc. Mix (PG70-22)(BPMB-HM) GR. A-S. Sheet 2B has been updated. See Attachment D.
- j. Is it the intention to have a concrete curb around the Proposed Gate System? If so should the quantity for Item No. 702-03 be increased? Also is it the intention to have a concrete cap inside of this Proposed Gate System median? Is that concrete to be paid for under Item No. 604-01.01?
We have the quantity for the curb correct. It included this curb around the gate. No, it is not the intention to have a concrete cap inside the proposed gate system median. This area is to be sodded.
- k. Does Item No. 202-03 include the full depth removal of existing asphalt in Phases 1 and 2? If so, should the quantity be increased? If not what item it that asphalt paid under?
Yes, the removal of the existing asphalt at the approach of the new access road is included in item no. 202-03. The removal of the existing asphalt along Carothers Parkway to be removed by cold planing operations will be paid under item no. 415-01.02.
- l. Is the steel bearing material to be A709 50W or A709 Gr 50 since, I assume, they are to be painted?
Steel plates for bearings are A709 Grade 50 and will be painted in the same manner as the ends of the girders.
- m. Does the steel in the bearing require charpy v notch testing?
Charpy V-notch testing is not required for bearing plate elements.
- n. Do the scupper drains that are in the multipath area need to be ADA compliant?
Yes, the scupper drains need to be ADA compliant. As noted in the plans, the scuppers shall be ACO 54" galvanized scuppers. They shall require Class E grates "Ductile iron ADA grates".
- o. Are there details of how and where the piping for the drainage system is supposed to drain?
Information about the closed drainage system can be found on sheet B25. The system will tie to the proposed roadway catch basins numbered #51, 52, 54, and 55.
- p. Can we staple our bid bond onto the Bid Bond Form?
Yes

- q. On Page 00411-Statement of License Certificate. Do you need the date our company became a licensed Contractor? Also, would the Certificate No. be the SOS# (Secretary of State)?
Yes, the date the company was issued its license. There should be a number listed on your license assigned by State of Tennessee.
- r. Please confirm the shear block thickness for the abutment bearings. (Does the ½" gap+- apply, which would make the shear block around 5" thick.)
Updated detail for more clarity on sheet B16. See [Attachment D](#).
- s. Please clarify the elastomer specification? (ie.. which durometer, shear modulus, etc..)
Shear Modulus G=150PSI. Notes have been updated for more clarity on sheet B16. See [Attachment D](#).
- t. Do the bearings require a finish coat of paint?
Updated in notes for more clarity on sheet B16. See [Attachment D](#).
- u. What is the specification of the anchor rods including the coating?
Anchor rod notes updated for more clarity on sheet B16. See [Attachment D](#).
- v. For the Carothers Parkway Widening project, will the City of Franklin enforce the TDOT 30% self-performance requirement for the Prime Contractor?
Yes, we will enforce that requirement.
- w. Do we need a City of Franklin Business License to bid this project?
No. As long as you are a state licensed contractor you do not need a City of Franklin business license.
- x. There is a bid item for the haul road but on sheet 7E the typical section indicates that the components of the haul road are to be paid under the corresponding items.
Note 38 for the haul road says the item is for utility access as directed.
Sheet 7E has been updated to remove the pay items from the components of the typical section. Sheet 7E depicts the construction entrance that will provide connection to the temporary bridge. This work will be paid for under the item 209-99.92 "Construction Entrance" lump sum. The quantities of item numbers 303-10.01 "Mineral Aggregate (Size 57)" and 709-05.05 "Machined Rip-Rap (Class A-3)" have been revised to accommodate a haul road, on City Right-of-Way, for the purpose of accessing the south side of the river and to begin work on the sanitary sewer relocation and temporary bridge. The material shall be placed on existing subgrade and the quantity shall be used as determined by the engineer.
- y. Is there a Buy America Provision?
No.

(III) Cooperation Between Contractors

The Contractor Awarded the Bid for the Carothers Parkway Widening and Southeast Municipal Contract Entrance ("Project A") shall understand that the City of Franklin is proposing to start construction of the Southeast Multipurpose Park ("Project B") in the next 10-15 months. Upon issuance of a Notice to Proceed with Project B, the Project A Contractor shall cooperate fully with the contractor(s) for Project B. The Project A Contractor shall conduct the Work and store materials in a manner that does not interfere with progress of completion of Project B. In a similar manner, work being performed on Project B shall not interfere with progress or completion of Project A. The Contractor for Project A and the prime contractor for Project B shall coordinate work performed by their forces in an acceptable manner and in proper sequence with regard to the work for each project. The Contractor for Project A shall be required to provide reasonable access to and from Carothers Parkway and through Project A, including the crossing of the Harpeth River, to the site of Project B. The crossing of the Harpeth River for this required access shall be made with either the temporary or the final bridge. Reasonable access shall generally include scheduled deliveries of material and equipment. The Project B contractor shall provide advanced notice (no less than 24 hours) to both the City and the Contractor for Project A to avoid and minimize as much disruption as possible to Project A. The temporary bridge to be built with Project A for the crossing of the Harpeth River shall, at a minimum, provide a clear 14-foot wide roadway and shall be designed to support HS20 multi-axle vehicle loadings in accordance with AASHTO standards. All construction traffic that is under the control of Project B and will be crossing the Project A temporary bridge shall not exceed the state truck and weight limit regulations established by the State of Tennessee.

The Project B prime contractor shall provide a certificate of insurance to both the City of Franklin and the Contractor for Project A. The insurance amounts shall match the insurance requirements associated with Project B.

The Project A Contractor shall not be held liable for any damage caused by the contractor(s) for Project B. Apart from the above sentence, all contractors involved shall assume all liability, financial or otherwise, in connection with their respective contract(s). Contractors for both projects shall protect and hold harmless the City of Franklin and its representatives from any and all claims that may develop because of inconvenience, delay, or loss experienced by any contractor, because of the presence and operations of others. In the event of confusion, disagreement, or lack of cooperation between any contractors working within the same project limits, the City of Franklin reserves the right to issue orders, as may be necessary, to coordinate the performance of work for both projects.

- (IV) Below is a summary of changes to the bid form. Included with this addendum is a revised bid form that shall be submitted and attached to the Project Manual per the Instruction to Bidders.** Per Article 14 – Submittal of BID – Contractors are required to submit on the bid Form(s) provided in the Contract Documents along with the entire Project Manual and other document 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.

The Bid Form has been updated and included as **Attachment E**. Bidders are directed to print, complete and attach the revised Bid Form and the entire Project Manual prior to submitting a bid.

(V) Attachments:

- a. Attachment A - Permits
- b. Attachment B - Geotechnical Report
- c. Attachment C – Embankment Settlement and Surcharge Calculations
- d. Attachment D – Revised Plans
- e. Attachment E – Revised Bid Form

End of Addendum

PROJECT MANUAL

Carothers Parkway Widening and Southeast Municipal Complex Entrance

Contract No: **2020-0261**

CITY OF FRANKLIN, TENNESSEE

SECTION 00000
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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

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 **Engineering Department at Suite 133 of City Hall, 109 3rd Avenue South, Franklin, TN 37064 until 1:00 PM (CST) on Friday, November 6, 2020**, at which time the Bids will be publicly opened and read aloud for the following Project:

CAROTHERS PARKWAY WIDENING AND SOUTHEAST MUNICIPAL COMPLEX ENTRANCE

COF Contract No: **2020-0261**

The Project generally consists of the furnishing of all materials, equipment and labor for the construction of the following Work: **widening of Carothers Parkway, sanitary sewer relocation, water/reclaimed water improvements and the construction of bridge over the Harpeth River.]**

The Issuing Office for the Bidding Documents is the by paying a **non-refundable** fee of **\$200** per set of said Bidding Documents. Receipt of payment will place Bidder on an approved list. Prospective bidders may examine the Bidding Documents at the Issuing Office or by visiting the City of Franklin, TN Business Opportunities Webpage.

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; David.Hodnett@FranklinTN.gov; 615-550-8414.**

END OF ADVERTISEMENT FOR BID

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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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 Owner or Engineer. 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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- 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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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
1	10/30/2020
2	11/2/2020
3	11/4/2020
4	11/5/2020

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:

Transportation Division Manager / member

(typed or printed)

Date:

11/6/2020

(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:

Cynthia Maxwell

(typed or printed)

Title:

Project Administrator

(typed or printed)

Date:

11/6/2020

(typed or printed)

Address for giving notices:

1000 Health Park Dr., Suite 150, Brentwood, TN 37027
P.O. Box 363, Brentwood, TN 37024

Bidder's Contact:

Name:

Jeremy Mitchell

(typed or printed)

Title:

Transportation Division Manager / member

(typed or printed)

Phone:

(615) 373-4343

Email:

j.mitchell@balp.com

Address:

1000 Health Park Drive
Suite 150
Brentwood, TN 37027

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

00041152

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

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00410 – Bid Form for Construction Contracts

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**ACTIONS IN LIEU OF A MEETING OF THE BOARD OF DIRECTORS
OF BELL & ASSOCIATES CONSTRUCTION, LLC**

October 1, 2020

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
Jeremy Mitchell	Limited Signature Authority of \$30,000,000
John Thayer	Limited Signature Authority of \$40,000,000
Eric Pyle	Limited Signature Authority of \$40,000,000
Steve Hoover	Limited Signature Authority of \$20,000,000
Scott McKinney	Limited Signature Authority of \$15,000,000
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 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 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	Limited Signature Authority of \$30,000,000
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; and

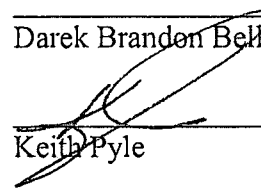
FURTHER RESOLVED, the above Resolutions replace those certain resolutions included in the Actions in Lieu of a Meeting of the Partners of Bell & Associates Construction, LP dated March 15, 2019, provided, that, any and all documents that were authorized in said March 15, 2019, Actions executed prior to the date of these Actions are hereby ratified, confirmed, and approved by the Company.

IN WITNESS WHEREOF, the undersigned have executed these Actions to be effective on the date and year first above written.

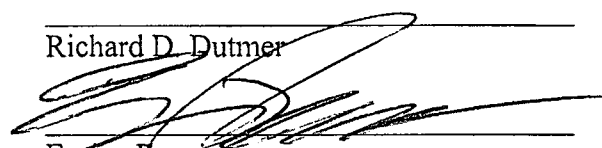
DIRECTORS:



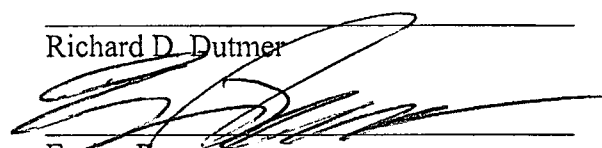
Darek Brandon Bell



Keith Pyle



Richard D. Dutmer



Enrico Pennisi

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 GRADES	LS	1	\$ 65,000.00	\$ 65,000.00
	201-01	CLEARING AND GRUBBING	LS	1	\$ 200,000.00	\$ 200,000.00
(3)(31)	202-03	REMOVAL OF RIGID PAVEMENT, SIDEWALK, ETC.	S.Y.	61	\$ 14.00	\$ 854.00
(31)	202-08.15	REMOVAL OF CURB AND GUTTER	L.F.	952	\$ 6.00	\$ 5,712.00
(18)	203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	18900	\$ 7.00	\$ 132,300.00
(19)	203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	42490	\$ 18.00	\$ 764,820.00
(14)	203-04	PLACING AND SPREADING TOPSOIL	C.Y.	700	\$ 15.00	\$ 10,500.00
	204-02.01	DRY EXCAVATION (BRIDGES)	C.Y.	150	\$ 20.00	\$ 3,000.00
(3)(4)(5)(37)	209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	13800	\$ 5.00	\$ 69,000.00
(4)(5)(37)(44)	209-08.08	ENHANCED ROCK CHECK DAM	EACH	35	\$ 450.00	\$ 15,750.00
(4)(5)(11)(37)(43)	209-09.03	SEDIMENT FILTER BAG (15' X 15')	EACH	6	\$ 160.00	\$ 960.00
(4)(5)	209-09.43	CURB INLET PROTECTION (TYPE 4)	EACH	46	\$ 160.00	\$ 7,360.00
(37)(42)	209-10.01	TEMPORARY DEWATERING STRUCTURE	C.Y.	298	\$ 13.00	\$ 3,874.00
(4)(5)	209-40.33	CATCH BASIN PROTECTION (TYPE D)	EACH	28	\$ 160.00	\$ 4,480.00
(37)(41)	209-99.92	CONSTRUCTION ENTRANCE	LS	1	\$ 60,000.00	\$ 60,000.00
(37)(38)(46)	303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	6426	\$ 21.00	\$ 134,946.00
(B8)	303-01.03	GRANULAR BACKFILL (BRIDGES)	TON	56	\$ 27.00	\$ 1,512.00
(3)(23)(38)	303-10.01	MINERAL AGGREGATE (SIZE 57)	TON	5971	\$ 26.00	\$ 155,246.00
	307-01.21	ASP. CONC. MIX(PG70-22) (BPMB-HM) GR. A-S	TON	1125	\$ 57.00	\$ 64,125.00
	307-02.01	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING A	TON	1645	\$ 54.00	\$ 88,830.00
	307-02.08	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING B-M2	TON	1010	\$ 57.00	\$ 57,570.00
	402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	10	\$ 900.00	\$ 9,000.00
	402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	36	\$ 30.00	\$ 1,080.00
	403-02.01	TRACKLESS TACK COAT	TON	9	\$ 950.00	\$ 8,550.00
	406-03.02	STEEL BAR REINFORCEMENT (BRIDGES)	LB	69511	\$ 0.80	\$ 55,608.80
	411-02.10	ACS MIX(PG70-22) GRADING D	TON	968	\$ 92.00	\$ 89,056.00
(3)	415-01.02	COLD PLANING BITUMINOUS PAVEMENT	S.Y.	5028	\$ 3.10	\$ 15,586.80
(B3)	602-04.01	STEEL STRUCTURES	LS	1	\$ 1,774,000.00	\$ 1,774,000.00
	604-01.01	CLASS A CONCRETE (ROADWAY)	C.Y.	5	\$ 1,000.00	\$ 5,000.00
	604-02.03	EPOXY COATED REINFORCING STEEL	LB	263107	\$ 0.90	\$ 236,796.30
	604-03.01	CLASS 'A' CONCRETE	C.Y.	247	\$ 500.00	\$ 123,500.00
(B1)	604-03.04	PAVEMENT AT BRIDGE ENDS	S.Y.	276	\$ 190.00	\$ 52,440.00
	604-03.09	CLASS 'D' CONCRETE (BRIDGE DECK)	C.Y.	738	\$ 470.00	\$ 346,860.00
	604-04.01	APPLIED TEXTURE FINISH (NEW STRUCTURES)	S.Y.	2302	\$ 8.00	\$ 18,416.00

PROJECT QUANTITIES (COORDINATE WITH FOOTNOTES)						
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
(B12)	604-04.10	GRAFFITI PROTECTION SYSTEM	S.Y.	237	\$ 14.00	\$ 3,318.00
(B7)(B2)	604-11.01	EXPANSION DEVICE (EACH ABUTMENT, 4" MOVEMENT)	L.F.	104	\$ 400.00	\$ 41,600.00
	605-02.03	STEEL PILES (10 INCH)	L.F.	905	\$ 35.00	\$ 31,675.00
(B9)	606-02.06	PILE TIPS (STEEL PILES, 10 INCH)	EACH	36	\$ 100.00	\$ 3,600.00
(2)	607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	1272	\$ 44.00	\$ 55,968.00
(2)	607-06.02	30" CONCRETE PIPE CULVERT (CLASS III)	L.F.	295	\$ 133.00	\$ 39,235.00
(2)	607-07.02	36" CONCRETE PIPE CULVERT (CLASS III)	L.F.	15	\$ 125.00	\$ 1,875.00
(B14)	610-10.04	DRAINAGE SYSTEM (BRIDGE DECK) (CLOSED SYSTEM)	LS	1	\$ 70,000.00	\$ 70,000.00
(B4)	610-10.45	DECK DRAINS (54" ACO GALVANIZED SCUPPER)	EACH	14	\$ 1,000.00	\$ 14,000.00
	611-01.02	MANHOLES, > 4' - 8' DEPTH	EACH	2	\$ 4,500.00	\$ 9,000.00
	611-01.03	MANHOLES, > 8' - 12' DEPTH	EACH	1	\$ 6,400.00	\$ 6,400.00
	611-07.01	CLASS A CONCRETE (PIPE ENDWALLS)	C.Y.	11	\$ 800.00	\$ 8,800.00
	611-07.02	STEEL BAR REINFORCEMENT (PIPE ENDWALLS)	LB.	954	\$ 1.00	\$ 954.00
(1)(33)	611-09.02	REWORK CATCH BASIN	EA	4	\$ 1,000.00	\$ 4,000.00
	611-12.01	CATCH BASINS, TYPE 12, 0' - 4' DEPTH	EACH	1	\$ 5,400.00	\$ 5,400.00
	611-12.02	CATCH BASINS, TYPE 12, > 4' - 8' DEPTH	EACH	16	\$ 2,800.00	\$ 44,800.00
	611-12.03	CATCH BASINS, TYPE 12, > 8' - 12' DEPTH	EACH	3	\$ 4,500.00	\$ 13,500.00
	611-14.02	CATCH BASINS, TYPE 14, > 4' - 8' DEPTH	EACH	5	\$ 7,600.00	\$ 38,000.00
	611-42.02	CATCH BASINS, TYPE 42, > 4' - 8' DEPTH	EACH	1	\$ 5,700.00	\$ 5,700.00
	611-42.03	CATCH BASINS, TYPE 42, > 8' - 12' DEPTH	EACH	1	\$ 8,200.00	\$ 8,200.00
	620-03.10	TRAFFIC RAIL	L.F.	630	\$ 175.00	\$ 110,250.00
	620-03.11	MEDIAN BARRIER RAIL	L.F.	596	\$ 165.00	\$ 98,340.00
	620-03.12	PEDESTRIAN RAIL	L.F.	528	\$ 200.00	\$ 105,600.00
(B11)(B10)	625-02.01	DRILLED SHAFT - SOIL (5'-0")	V.F.	101	\$ 400.00	\$ 40,400.00
(B11)(B10)	625-02.13	DRILLED SHAFT - ROCK (3'-6")	V.F.	90	\$ 650.00	\$ 58,500.00
	625-02.25	DRILLED SHAFT CASING - PERMANENT (5'-0" INSIDE DIA. STEEL)	V.F.	101	\$ 380.00	\$ 38,380.00
	625-02.40	DRILLED SHAFT (SH-SCC) CONCRETE	C.Y.	106	\$ 440.00	\$ 46,640.00
(B19)	625-02.43	CONCRETE CORING	V.F.	203	\$ 100.00	\$ 20,300.00
(B21)	626-01.01	AGGREGATE FOUNDATION SYSTEMS	LS	1	\$ 200,000.00	\$ 200,000.00
(15)(32)	701-01.01	CONCRETE SIDEWALK (4")	S.F.	12600	\$ 4.40	\$ 55,440.00
(7)(32)	701-02.03	CONCRETE CURB RAMP	S.F.	553	\$ 8.00	\$ 4,424.00
(28)	702-03	CONCRETE COMBINED CURB & GUTTER	C.Y.	341	\$ 260.00	\$ 88,660.00
(13)	705-06.26	THREE BEAM BRIDGE TRANSITION MASH TL-2	EACH	2	\$ 3,300.00	\$ 6,600.00
(13)	705-06.30	GR TERMINAL (ENERGY ABSORBING) MASH TL-2	EACH	2	\$ 5,300.00	\$ 10,600.00
(3)(4)(5)(33)	707-02.11	CHAIN-LINK FENCE (6 FOOT) (VINYL COATED)	L.F.	234	\$ 20.00	\$ 4,680.00
(33)	707-02.13	GATE CHAIN-LINK FENCE (6 FOOT) (VINYL COATED)	EACH	1	\$ 1,650.00	\$ 1,650.00

PROJECT QUANTITIES (COORDINATE WITH FOOTNOTES)						
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
(4)(5)	707-08.11	HIGH-VISIBILITY CONSTRUCTION FENCE	L.F.	310	\$ 22.90	\$ 7,099.00
(3)(5)(37)(38)	709-05.05	MACHINED RIP-RAP (CLASS A-3)	TON	12667	\$ 27.00	\$ 342,009.00
(B18)	709-05.08	MACHINED RIP-RAP (CLASS B)	TON	492	\$ 35.00	\$ 17,220.00
	710-02	AGGREGATE UNDERDRAINS (WITH PIPE)	L.F.	1914	\$ 9.50	\$ 18,183.00
(B5)	710-09.01	6" PERF. PIPE WITH VERTICAL DRAIN SYSTEM	L.F.	192	\$ 43.00	\$ 8,256.00
	710-09.02	6" PIPE UNDERDRAIN	L.F.	88	\$ 20.00	\$ 1,760.00
	712-01	TRAFFIC CONTROL	LS	1	\$ 25,000.00	\$ 25,000.00
	712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	150	\$ 37.00	\$ 5,550.00
(35)	712-05.01	WARNING LIGHTS (TYPE A)	EACH	4	\$ 42.00	\$ 168.00
	712-05.02	WARNING LIGHTS (TYPE B)	EACH	4	\$ 180.00	\$ 720.00
	712-06	SIGNS (CONSTRUCTION)	S.F.	165.5	\$ 7.00	\$ 1,158.50
(35)	712-07.03	TEMPORARY BARRICADES (TYPE III)	L.F.	156	\$ 25.00	\$ 3,900.00
(17)	713-02.21	SIGN POST DELINEATION ENHANCEMENT	L.F.	92	\$ 5.00	\$ 460.00
(3)	713-11.02	PERFORATED/KNOCKOUT SQUARE TUBE POST	LB.	418	\$ 4.20	\$ 1,755.60
(3)	713-11.21	P POST SLIP BASE	EACH	20	\$ 370.00	\$ 7,400.00
(3)	713-13.02	FLAT SHEET ALUMINUM SIGNS (0.080" THICK)	S.F.	138.25	\$ 13.50	\$ 1,866.38
(8)	713-15	REMOVAL OF SIGNS, POSTS AND FOOTINGS	LS	1	\$ 1,000.00	\$ 1,000.00
(3)	713-16.01	CHANGEABLE MESSAGE SIGN UNIT	EACH	4	\$ 8,500.00	\$ 34,000.00
(B22)	713-16.20	SIGNS (NOTICE/NO CLIMBING)	EACH	6	\$ 210.00	\$ 1,260.00
(B22)	713-16.22	SIGNS (SOUTHEAST PARK 93.3)	EACH	2	\$ 1,600.00	\$ 3,200.00
(10)	713-16.41	RELOCATE SIGN	LS	1	\$ 1,000.00	\$ 1,000.00
(B6)	714-01.01	STRUCTURAL LIGHTING	LS	1	\$ 70,000.00	\$ 70,000.00
(34)(50)	714-01.38	LIGHT POLE RELOCATION	EACH	6	\$ 2,400.00	\$ 14,400.00
(33)	714-03.01	DIRECT BURIAL CONDUIT (2" PVC, SCHEDULE 80)	L.F.	1765	\$ 13.00	\$ 22,945.00
(20)	714-03.03	DIRECT BURIAL CONDUIT (3" PVC, SCHEDULE 80)	L.F.	360	\$ 16.00	\$ 5,760.00
(20)	714-04.04	CONDUIT (3" PVC, SCHEDULE 80, DIRECTIONAL BORE)	L.F.	145	\$ 32.00	\$ 4,640.00
	714-03.04	DIRECT BURIAL CONDUIT (1 1/2" PVC, SCHEDULE 80)	L.F.	38	\$ 13.00	\$ 494.00
	714-03.05	DIRECT BURIAL CONDUIT (1" PVC, SCHEDULE 80)	L.F.	159	\$ 11.00	\$ 1,749.00
(33)	714-05.05	PULL BOX (SMALL SECONDARY)	EACH	9	\$ 650.00	\$ 5,850.00
(33)	714-05.06	PULL BOX (LARGE)	EACH	3	\$ 2,000.00	\$ 6,000.00
	714-06.04	CABLE (1/C # 8 AWG)	L.F.	571	\$ 1.70	\$ 970.70
	714-06.05	CABLE (1/C # 6 AWG)	L.F.	1435	\$ 2.00	\$ 2,870.00
(33)	714-08.09	LIGHT STANDARDS (SSA3066J)	EACH	2	\$ 2,600.00	\$ 5,200.00
(33)	714-08.28	FOUNDATION FOR LIGHT STANDARDS - ROADWAY (2' DIA X 8')	EACH	8	\$ 1,600.00	\$ 12,800.00
(33)(34)	714-08.32	REMOVAL OF LIGHT STANDARD AND FOUNDATION	EACH	6	\$ 540.00	\$ 3,240.00
(33)	714-09.09	LUMINAIRE	EACH	24	\$ 1,250.00	\$ 30,000.00

PROJECT QUANTITIES (COORDINATE WITH FOOTNOTES)						
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
[57]	714-12	CONTROL CENTER	L.S.	1	\$ 11,000.00	\$11,000.00
[49]	714-75.02	PHOTO ELECTRIC RELAY 240V	EACH	2	\$ 1,300.00	\$ 2,600.00
	716-01.21	SNOWPLOWABLE RAISED PVMNT MKRS (BI-DIR)(1 COLOR)	EACH	24	\$ 28.00	\$ 672.00
	716-01.22	SNOWPLOWABLE RAISED PVMNT MKRS (MONO-DIR)(1 COLOR)	EACH	14	\$ 32.00	\$ 448.00
[3]	716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	2495	\$ 10.50	\$ 26,197.50
[3]	716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	24	\$ 15.00	\$ 384.00
[3]	716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	7	\$ 185.00	\$ 1,295.00
[3]	716-04.03	PLASTIC PAVEMENT MARKING (4" DOTTED LINE)	L.F.	356	\$ 2.10	\$ 747.60
[3]	716-02.09	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK)	L.F.	75	\$ 32.00	\$ 2,400.00
[3]	716-02.12	PLASTIC PAVEMENT MARKING (8" BARRIER LINE)	L.F.	320	\$ 1.30	\$ 416.00
[3]	716-04.01	PLASTIC PAVEMENT MARKING (STRAIGHT-TURN ARROW)	EACH	2	\$ 280.00	\$ 560.00
[3]	716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	L.M.	3.04	\$ 1,000.00	\$ 3,040.00
[3]	716-05.02	PAINTED PAVEMENT MARKING (8" BARRIER LINE)	L.F.	350	\$ 0.50	\$ 175.00
[25]	716-10.23	PREFRMD PLSTC PVMNT MKRNG 4IN LINE W/1.5IN BLACK SIL	L.M.	0.42	\$ 27,000.00	\$ 11,340.00
[3][26]	716-12.01	ENHANCED FLATLINE THERMO PVMT MKRNG (4IN LINE)	L.M.	2.20	\$ 3,700.00	\$ 8,140.00
	717-01	MOBILIZATION	LS	1	\$460,000.00	\$ 460,000.00
[21]	725-23.12	FIBER OPTIC CABLE (48F) (INCLUDES THE EXCESS 100 LF AT EACH PULL BOX)	L.F.	1535	2.40	3,684.00
	725-24.10	CABINET BOLLARD	EACH	2	\$ 2,300.00	\$ 4,600.00
	730-03.24	INSTALL PULL BOX (FIBER OPTIC-TYPE B)	EACH	5	\$ 1,370.00	\$ 6,850.00
[51]	730-13.08	LOOP DETECTOR 6'X8'	EACH	5	\$ 1,000.00	\$ 5,000.00
	730-14.01	LOOP LEAD-IN CABLE (SHIELDED DETECTOR CABLE)	L.F.	75	\$ 2.60	\$ 195.00
[B17]	740-07.02	GEOGRID REINFORCEMENT (SOIL SLOPES)	S.Y.	725	\$ 70.00	\$ 50,750.00
[3][5][37][38][45]	740-10.03	GEOTEXTILE (TYPE III)(EROSION CONTROL)	S.Y.	3587	\$ 3.00	\$ 10,761.00
[24]	740-10.04	GEOTEXTILE (TYPE IV) (STABILIZATION)	S.Y.	13940	\$ 2.50	\$ 34,850.00
[4][5][37]	740-11.03	TEMPORARY SEDIMENT TUBE 18IN	L.F.	1000	\$ 4.20	\$ 4,200.00
[16]	791-03.04	4IN HDPE GAS MAIN	L.F.	576	\$ 100.00	\$ 57,600.00
[16]	791-04.13	HDD 4IN PE PIPE ROCK	L.F.	128	\$ 230.00	\$ 29,440.00
[16]	791-05.77	4IN HDPE GAS MAIN INSTALLED IN 6" STEEL CASING (PRICE INCLUDES FURNISHING AND INSTALLATION OF THE STEEL CASING, END SEALS, AND ALL OTHER ITEMS NECESSARY TO COMPLETE THE WORK)	L.F.	544	\$ 166.00	\$ 90,304.00
[16]	791-06.03	CONNECT TO 4IN EX. PE MAIN	EACH	1	\$ 1,600.00	\$ 1,600.00
[B20]	795-13.04	BRIDGE HANGER SYSTEM	LS	1	\$102,000.00	\$ 102,000.00
[33]	795-51.01	BOLLARD	EACH	5	\$ 500.00	\$ 2,500.00
[16]	797-01.53	VENT PIPE ASSEMBLY	EACH	1	\$ 9,000.00	\$ 9,000.00

PROJECT QUANTITIES (COORDINATE WITH FOOTNOTES)						
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
	798-05.71	RS-485 COMMUNICATION CABLE	L.F.	49	\$ 12.00	\$ 588.00
(52)	798-05.72	HYSECURITY - HYINVERTER AC WITH WORKING PAD	EACH	2	\$ 17,000.00	\$ 34,000.00
(53)	798-05.73	HYSECURITY - STRONGARM 14F	EACH	2	\$ 20,000.00	\$ 40,000.00
(56)	798-05.74	HYSECURITY - HYNET GATEWAY	EACH	1	\$ 3,600.00	\$ 3,600.00
(54)	798-05.75	HID - PROXIMITY PROXPRO WITH KEYPAD 5355	EACH	1	\$ 3,600.00	\$ 3,600.00
(55)	798-05.76	GATORPATCH PANEL, 2 STEP	EACH	1	\$ 2,100.00	\$ 2,100.00
(37)(39)	801-01	SEEDING (WITH MULCH)	UNIT	571	\$ 26.00	\$ 14,846.00
(4)(5)(30)	801-01.07	TEMPORARY SEEDING (WITH MULCH)	UNIT	485	\$ 19.00	\$ 9,215.00
(29)(30)	803-01	SODDING (NEW SOD)	S.Y.	10000	\$ 6.00	\$ 60,000.00
(37)(40)	805-01.03	TURF REINFORCEMENT MAT (CLASS III)	S.Y.	131	\$ 8.00	\$ 1,048.00
(B15)	908-21.01	BEARINGS (ABUTMENT NOS. 1 & 2)	EACH	12	\$ 2,250.00	\$ 27,000.00
(B16)	908-21.02	BEARINGS (BENT NOS. 1 & 2)	EACH	12	\$ 2,000.00	\$ 24,000.00
(48)	921-01.01	TEMPORARY RIVER CROSSING	LS	1	\$ 80,000.00	\$ 80,000.00
(27)	UTL 1	CLASS A CONCRETE (ROADWAY)	C.Y.	5	\$ 500.00	\$ 2,500.00
(36)	RW1	12IN CLASS 350 DIP RESTRAINED JOINT RECLAIMED WATER MAIN	L.F.	422	\$ 95.00	\$ 40,090.00
(36)	RW2	12 IN CLASS 350 DIP RESTRAINED JOINT RECLAIMED WATER MAIN INSTALLED IN 24" STEEL CASING PIPE (.250 IN WALL THICKNESS) (PRICE INCLUDES INSTALLATION, CASING SPACERS, INSULATION AND FLEXIBLE BALL JOINTS)	L.F.	544	\$ 245.00	\$ 133,280.00
(36)	RW3	12IN RECLAIMED WATER MAIN BUTTERFLY VALVE AND BOX	EACH	2	\$ 4,225.00	\$ 8,450.00
(36)	RW4	1IN SDR9 RECLAIMED WATER SERVICE PIPE	L.F.	65	\$ 30.00	\$ 1,950.00
(36)	RW5	FIRE HYDRANT ASSEMBLY (RECLAIMED WATER MAIN) (ADD SIGN DO NOT DRINK)	EACH	1	\$ 5,200.00	\$ 5,200.00
(36)	RW6	1IN WATER SERVICE METER ASSEMBLY (INCLUDES METER BOX, COPPER METER SETTING AND RECLAIMED WATER IRRIGATION SIGN; NO METER REQUIRED AT THIS TIME) (RECLAIMED METER)	EACH	1	\$ 2,400.00	\$ 2,400.00
(36)	RW7	CUT AND CAP 12IN RECLAIMED WATERMAIN	EACH	2	\$ 400.00	\$ 800.00
(36)	W1	10IN CLASS 350 DIP RESTRAINED JOINT WATER MAIN	L.F.	416	\$ 86.00	\$ 35,776.00
(36)	W2	10 IN CLASS 350 DIP RESTRAINED JOINT WATER MAIN INSTALLED IN 24" STEEL CASING PIPE (.250 IN WALL THICKNESS) (PRICE INCLUDES INSTALLATION, CASING SPACERS, INSULATION AND FLEXIBLE BALL JOINTS)	L.F.	544	\$ 235.00	\$ 127,840.00
(36)	W3	10IN WATER MAIN GATE VALVE AND BOX	EACH	2	\$ 3,300.00	\$ 6,600.00
(36)	W4	FIRE HYDRANT ASSEMBLY (WATER MAIN)	EACH	1	\$ 5,200.00	\$ 5,200.00

PROJECT QUANTITIES (COORDINATE WITH FOOTNOTES)						
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
(36)	W5	CUT AND CAP 10 IN WATERLINE MAIN	EACH	2	\$ 400.00	\$ 800.00
(36)	G3	OVER DEPTH EXCAVATION AND BACKFILL W/ CRUSHED STONE	C.Y.	100	\$ 55.00	\$ 5,500.00
(36)	SS1	24" DIP CL 350 W/ PROTECTO-401 LINING GRAVITY SEWER	L.F.	529	\$ 610.00	\$ 322,690.00
(36)	SS2	30" DIP CL 350 W/ PROTECTO-401 LINING GRAVITY SEWER	L.F.	527	\$ 380.00	\$ 200,260.00
(36)	SS3	30" RESTRAINED JOINT DIP CL 350 W/ PROTECTO-401 LINING GRAVITY SEWER IN 48" STEEL CASING PIPE (OPEN CUT)	L.F.	251	\$ 765.00	\$ 192,015.00
(36)	SS4	60" MANHOLE, 0'-6' DEPTH	EACH	5	\$ 11,500.00	\$ 57,500.00
(36)	SS5	ADDITIONAL DEPTH FOR 60" DIA. SANITARY SEWER MANHOLE	VF	97	\$ 65.00	\$ 6,305.00
(36)	SS6	ADDITIONAL PAYMENT FOR WATERTIGHT FRAME AND COVER	EACH	5	\$ 825.00	\$ 4,125.00
(36)	SS7	MANHOLE VENT ASSEMBLY W/ VENT CHECK VALVE	EACH	1	\$ 6,800.00	\$ 6,800.00
(36)	SS8	CONNECT 30" GRAVITY SAN. SEWER TO EX. MANHOLE (EX3)	EACH	1	\$ 3,600.00	\$ 3,600.00
(36)	SS9	CONNECT MH TO EX. 24" GRAVITY SAN. SEWER (MHA1 & MHB1)	EACH	2	\$ 1,750.00	\$ 3,500.00
(36)	SS10	CONCRETE CHECK DAM (SAN. SEWER MAIN LINE)	EACH	5	\$ 2,250.00	\$ 11,250.00
(36)	SS11	CUT AND CAP/PLUG 24" EXISTING SAN. SEWER MAIN	EACH	2	\$ 2,200.00	\$ 4,400.00
(36)	SS12	FLOWABLE FILL EX. SAN. SEWER AND MH ABANDON EX. SEWER MH (EX6) AND SANITARY SEWER MAIN (B1-EX4)	C.Y.	150	\$ 150.00	\$ 22,500.00
(36)	SS13	REMOVAL OF 24" SAN. SEWER MAIN (B/T MHA1 AND EX3)	L.F.	778	\$ 38.00	\$ 29,564.00
(36)	SS14	REMOVAL OF EX. MANHOLE (EX4, EX20, EX21)	EACH	3	\$ 1,075.00	\$ 3,225.00
(36)	SS15	OVER DEPTH EXCAVATION AND BACKFILL W/ CRUSHED STONE (WITHIN UTILITY TRENCH - AS DIRECTED BY ENGINEER)	C.Y.	100	\$ 55.00	\$ 5,500.00
(36)	SS16	SEWER TELEVISION INSPECTION OF NEW GRAVITY SEWER	L.F.	1,307	\$ 2.00	\$ 2,614.00
(36)	SS17	SEWER FLOW CONTROL	LS	1	\$ 140,000.00	\$ 140,000.00
(47)	COF1	UTILITY RECORD DRAWINGS	LS	1	\$ 7,000.00	\$ 7,000.00
	COF2	MISCELLANEOUS ALLOWANCE (AS DIRECTED AND APPROVED BY THE ENGINEER)	DOLL	150,000	\$1.00	\$150,000.00

Total Bid Price (Total of all Unit Price Bids) \$ 9,340,086.18

SEE NEXT PAGE FOR FOOTNOTES

ROADWAY QUANTITY FOOTNOTES	
(1)	CONVERT EXISTING CATCHBASIN TO PROPOSED MANHOLE.
(2)	THE BEDDING AND BACKFILL MATERIAL SHALL BE INCLUDED IN THE COST OF THE PROPOSED PIPE CULVERT REGARDLESS OF LOCATION.
(3)	QUANTITY MAY BE INCREASED, DECREASED OR ELIMINATED AS DIRECTED BY THE ENGINEER.
(4)	PAY ITEM TO INCLUDE ALL NECESSARY INCIDENTALS INCLUDING COST FOR SEDIMENT REMOVAL. SEE SUBSECTION 209.07 OF THE STANDARD SPECIFICATION FOR MAINTENANCE REPLACEMENT.
(5)	ALL QUANTITIES ARE TO BE USED AS DIRECTED BY THE ENGINEER.
(6)	TO BE USED FOR SAWING CONCRETE CURB AND SIDEWALK.
(7)	553 SF MEASURED FOR STANDARD CURB RAMP PLACEMENT AT STREET APPROACHES.
(8)	TO INCLUDE COST FOR ALL ASPECTS OF REMOVAL RELATED TO EXISTING SIGNS.
(10)	TO INCLUDE COST FOR ALL ASPECTS OF REPLACEMENT OF EXISTING SIGNS.
(11)	UTILIZED FOR ANY GROUND WATER PUMPING ACTIVITIES REQUIRED AS PART OF THIS PROJECT.
(12)	PAY ITEM USED FOR TEMP. CONSTRUCTION EXITS.
(13)	PAY ITEM TO INCLUDE ALL NECESSARY INCIDENTALS INCLUDING POWDER COATING BLACK ALL PROPOSED GUARDRAIL AND EARTH PAD CONSTRUCTION FOR GUARDRAIL TERMINALS.
(14)	950 CYS OF TOPSOIL IS ESTIMATED TO BE REMOVED DURING EXCAVATION OPERATIONS. ADDITIONAL TOPSOIL (APPROXIMATELY 250 CYS) SHALL BE WASTED WITHIN THE PROJECT AREA. THE FINAL WASTE LOCATION SHALL BE DETERMINED BY THE ENGINEER, AND SHALL BE LOCATED OUTSIDE OF THE FEMA FLOODPLAIN AND WOTUS. THE WASTED MATERIAL SHALL BE STABILIZED WITH SEED AND MULCH. THE COST OF STABILIZATION WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THIS ITEM.
(15)	INCLUDES 450 S.F. FOR REPLACEMENT OF SIDEWALK DUE TO INSTALLATION OF GAS LINE NEAR LOCKWOOD LANE.
(16)	INCLUDES ALL MATERIALS INCLUDING SAND/STONE BEDDING, FLOWABLE FILL, TEMPORARY PAVEMENT IN OR OUT OF ROW, LABOR, EQUIPMENT FOR COMPLETE INSTALLATION OF PIPE INCLUDING BUT NOT LIMITED TO TRAFFIC CONTROL, EXCAVATION INCLUDING DIRT/ROCK, BACKFILLING CREEK CROSSINGS PER SWPPP, COUPLINGS, FITTINGS, PIPE FUSION, APPURTENANCES, MAINTAINING THE TRENCH, PURGE POINT INSTALLATION, TESTING BY UTILITY SPECIFICATIONS TO INCLUDE BUT NOT LIMITED TO AIR, NITROGEN, HYDROSTATIC OR X-RAY, DEW POINT OR DRYING, AND ANY OTHER LABOR OR MATERIAL REQUIRED TO COMPLETE THE WORK AS SPECIFIED ON THE PLANS.
(17)	MATERIAL SHALL BE FROM THE QUALIFIED PRODUCTS LIST AND INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS. QUANTITY INCLUDES 40 L.F. OF RED SIGN POST DELINEATION ENHANCEMENT AND 52 L.F. OF YELLOW SIGN POST DELINEATION ENHANCEMENT.
(18)	THE VOLUME OF FILL MATERIAL ADDED FOR SURCHARGE LOADING (12,100 CYS) SHALL BE REMOVED AND WASTED WITHIN THE PROJECT AREA. THE FINAL WASTE LOCATION SHALL BE DETERMINED BY THE ENGINEER, AND SHALL BE LOCATED OUTSIDE OF THE FEMA FLOODPLAIN AND WOTUS. THE WASTED MATERIAL SHALL BE STABILIZED WITH SEED AND MULCH. THE COST OF STABILIZATION WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THIS ITEM.

ROADWAY QUANTITY FOOTNOTES (CONTINUED)	
(19)	12,100 CYS OF FILL MATERIAL IS INCLUDED FOR GROUND IMPROVEMENT AREAS COMPLETED WITH SURCHARGE LOADING, THIS IS EQUIVALENT TO 5FT OF FILL. IF THE CONTRACTOR CHOOSES TO INCREASE THE SURCHARGE FILL HEIGHT, THE ADDITIONAL VOLUME WILL NOT BE PAID FOR SEPARATELY.
(20)	THE CONTRACTOR SHALL DIRECTIONAL BORE THE FIBER OPTIC CONDUIT ACROSS CAROTHERS PARKWAY (RIGHT-OF-WAY TO RIGHT-OF-WAY)
(21)	FIBER OPTIC CABLE SHALL BE 48 STRAND SMF AND SHALL INCLUDE TRACERWIRE, PULL STRING AND 100' OF SLACK AT EACH PULL BOX
(23)	GRANULAR DRAINAGE LAYER FOR GROUND IMPROVEMENT (SURCHARGE LOADING).
(24)	TO BE USED TO ENCLOSE THE GRANULAR DRAINAGE LAYER FOR GROUND IMPROVEMENT (SURCHARGE LOADING).
(25)	PAVEMENT MARKINGS SHALL BE 3M STAMARK HIGH PERFORMANCE TAPE SERIES 380AW AND BE APPLIED TO ALL PAVEMENT MARKINGS ALONG CONCRETE SURFACE OF THE BRIDGE DECK.
(26)	TO BE USED ON ALL ASPHALT SURFACES.
(27)	TO BE USED AS CONCRETE PROTECTION FOR BURIED UTILITIES PER DWG NO G-9
(28)	PAY ITEM INCLUDES 4 CYS FOR 6" DETACHED CONCRETE CURB AROUND GATE SYSTEM.
(29)	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.
(30)	PAY ITEM TO INCLUDE ALL INCIDENTALS INCLUDING COST FOR WATER.
(31)	PAY ITEM TO INCLUDE ALL INCIDENTALS INCLUDING COST FOR SAW CUTTING CONCRETE AND ASPHALT.
(32)	PAY ITEM TO INCLUDE ALL INCIDENTALS INCLUDING COST FOR 4IN OF BASE STONE.
(33)	PAYMENT FOR THIS WORK SHALL BE CONSIDERED AS FULL COMPENSATION FOR THIS ITEM, INCLUDING ALL LABOR, MATERIALS, AND EQUIPMENT REQUIRED TO COMPLETE THE ITEM IN ACCORDANCE WITH THE BIDDING DOCUMENTS.
(34)	EXISTING LIGHT POLES TO BE REUSED AND INSTALLED ON NEW FOUNDATIONS. LIGHT POLES TO BE PROTECTED AND HELD IN A SAFE LOCATION UNTIL REINSTALLATION.
(35)	84LF OF BARRICADE AND TWO (2) TYPE A WARNING LIGHTS TO REMAIN AFTER CONSTRUCTION AND WILL BECOME PROPERTY OF THE CITY OF FRANKLIN. THE BARRICADES TO REMAIN WILL BE IN LIKE NEW CONDITION MEETING ALL MUTCD VISIBILITY STANDARDS.
(36)	SEE MODIFIED CITY OF FRANKLIN, TN WATER AND SANITARY SEWER SPECIFICATIONS FOR MEASUREMENT AND PAYMENT.
(37)	SPECIFICATIONS IS BASED ON TDOT STANDARDS WITH MODIFIED MEASUREMENT AND PAYMENT AS SHOWN ON THE BID FORM.
(38)	THIS LINE ITEM ARE TO BE USED FOR ENHANCEMENT OF THE EXISTING UTILITY ACCESS ROADWAY OUTSIDE THE LIMITS OF THE TEMPORARY CORSSING AS DETERMINED BY THE ENGINEER. IMPROVEMENTS SHALL BE BUILT ON TOP OF EXISTING GRADE AND SHALL REMAIN AT THE COMPLETION OF CONSTRUCTION. 10,100 TONS OF MACHINED RIP-RAP (CLASS A-3) AND 871 TONS OF MINERAL AGGREGATE (SIZE 57)

ROADWAY QUANTITY FOOTNOTES (CONTINUED)	
(39)	THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING SATISFACTORY STAND OF GRASS TO ACHIEVE TDEC PERMIT REQUIREMENTS. PRICE SHALL INCLUDE ALL MATERIAL AND LABOR NECESSARY FOR CONSTRUCTION AND MAINTENANCE TO INCLUDE PREPARATION OF TOPSOIL, SEEDING, MULCH/STRAW, WATER, ETC. NO ADDITIONAL PAYMENT WILL BE MADE FOR SUPPLEMENTAL REPAIR SEEDING
(40)	PRICE SHALL INCLUDE ALL MATERIALS AND LABOR NECESSARY FOR CONSTRUCTION AND MAINTENANCE OF TURF REINFORCEMENT MATS TO INCLUDE MINOR GRADING AND SITE PREPARATIONS AS NEEDED.
(41)	PAYMENT SHALL INCLUDE ALL MATERIALS AND LABOR NECESSARY FOR CONSTRUCTION AND MAINTENANCE OF THE TEMPORARY CONSTRUCTION ENTRANCE TO INCLUDE ROAD AND DRAINAGE EXCAVATION, MINERAL AGGREGATE (SIZE 57) MACHINED RIP-RAP (CLASS A-3), GEOTEXTILE (TYPE III).
(42)	PRICE INCLUDES ALL MATERIALS AND LABOR NECESSARY FOR CONSTRUCTION, MAINTENANCE, REMOVAL OF THE DEWATERING STRUCTURE, SEDIMENT REMOVAL AND ROAD & DRAINAGE EXCAVATION AS NEEDED
(43)	PRICE INCLUDES ALL MATERIALS AND LABOR NECESSARY FOR CONSTRUCTION, MAINTENANCE, REMOVAL, BAG REPLACEMENT, 57 STONE, GEOTEXTILE FABRIC (TYPE III), SEDIMENT REMOVAL AND ROAD & DRAINAGE EXCAVATION AS NEEDED.
(44)	PRICE INCLUDES ALL MATERIALS AND LABOR NECESSARY FOR CONSTRUCTION, MAINTENANCE AND REMOVAL OF ENHANCED ROCK CHECK DAMS AND INCLUDE MINERAL AGGREGATE (SIZE 57), MACHINED RIP-RAP (CLASS A-1) AND GEOTEXTILE FABRIC (TYPE III).
(45)	INCLUDES 3,587 SY FOR SE PARK SEWER RELOCATION.
(46)	INCLUDES 809 TONS FOR SE PARK SEWER RELOCATION.
(47)	SEE CITY OF FRANKLIN SPECIAL PROVISION REGARDING UTILITY RECORD DRAWINGS FOR SPECIFICATIONS/REQUIREMENTS AND MEASUREMENT/PAYMENT.
(48)	PRICE INCLUDES ALL MATERIALS AND LABOR ASSOCIATED WITH THE DESIGN, CONSTRUCTION, REMOVAL, AND BANK RESTORATION AFTER REMOVAL FOR THE TEMPORARY RIVER CROSSING SHOWN ON SHEET 7E.
(49)	PHOTO ELECTRIC RELAY 240V SHALL BE EATON STREETWORKS ACCESSORY OA/RA1016
(50)	FIELD DRILL MOUNTING HOLES FOR POLE MOUNT ARM IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS
(51)	LOOP DETECTOR 6'X8' SHALL INCLUDE THE SAWCUT AND RUN OF THE LOOP DETECTOR THROUGH THE CURB LINE.
(52)	HYINVERTER AC SHALL INCLUDE 4- 110AH BATTERIES IN EACH UNIT.
(53)	THE HYSECURITY SHALL INCLUDE ALL PROGRAMMING REQUIRED FOR THE SITE TO BE OPERATIONAL.
(54)	THE KEYPAD SHALL ALSO INCLUDE THE PACHCO UNIVERSAL MOUNT AS WELL AS ALL CABLES TO CONNECT THE KEYPAD TO THE GATE SYSTEM.
(55)	THE GATORPATCH PANEL SHALL BE MODEL G620U012LAB-40-0.
(56)	THE HYNET GATEWAY SHALL INCLUDE AN LC DUPLEX SFP MODULE AND LC JUMPER CABLE TO CONNECT THE GATEWAY TO THE GATORPATCH PANEL.

BRIDGE QUANTITY FOOTNOTES	
(57)	METER PEDESTAL SHALL BE MILBANK SERVICE PEDESTAL MODEL NUMBER CP3B11110A22SL1. GRADE LEVEL PAD AS REQUIRED WITH 100A MAIN BREAKER AND (3) 2-POLE 20AMP BREAKERS. INSTALLATION SHALL INCLUDE THE RISER AND AN ADDITIONAL 10' OF SCH 80PVC TO CONNECT TO MAIN POWER SOURCE
(B1)	PRIOR TO CONSTRUCTION OF THE PAVEMENT AT BRIDGE ENDS, THE CONTRACTOR SHALL SUBMIT A PROPOSED BILL OF STEEL TO THE ENGINEER FOR APPROVAL.
(B2)	THE UNIT PRICE BID FOR ROADWAY EXPANSION DEVICES TO INCLUDE THE COST OF 134 S.Y. OF CONCRETE SEALER REQUIRED. SEE GENERAL NOTES FOR DESCRIPTION OF CONCRETE SEALER.
(B3)	LUMP SUM: THE TOTAL ESTIMATED WEIGHT OF 1,126,326 LBS. OF STRUCTURAL STEEL INCLUDES GIRDERS, FIELD SPLICES, CROSS FRAMES, STIFFENERS, SHEAR CONNECTORS, TAB CONNECTION PLATES, BOLTS, ETC. ALSO SEE THE STANDARD SPECIFICATIONS SECTIONS 602.49 AND 602.50.
(B4)	COST INCLUDES ALL LABOR AND MATERIALS ASSOCIATED WITH THE INSTALLATION OF FOURTEEN (14) ACO 54" GALVANIZED SCUPPERS AT LOCATIONS DESIGNATED ON SHEET B1.
(B5)	COST OF POLYETHYLENE SHEETING AND ALL MISCELLANEOUS ITEMS NECESSARY FOR INSTALLATION TO BE INCLUDED IN THE UNIT PRICE BID FOR PERFORATED PIPE.
(B6)	LUMP SUM FOR STRUCTURAL LIGHTING INCLUDES COST OF ALL LABOR AND MATERIALS FOR THE INSTALLATION AS FOLLOWS: UNDERPASS LIGHTING: 714-04.01 CONDUIT (STRUCTURES - 1" RGS), 50 L.F. 714-05.05 PULL BOXES (EMBEDDED IN STRUCTURE, STAINLESS STEEL, 12"X12"X6"), 2 EACH 714-09.09 LUMINAIRE (UNDERPASS LED 30W), 2 EACH 714-72.02 FLEXIBLE PVC CONDUIT 1 IN SCH 40, 12 L.F. 725-20.53 CABLE (1/C #10 AWG.), 186 L.F. BRIDGE LIGHTING ON TOP OF RAIL POSTS: 8 SQUARE ALUMINUM LIGHT POSTS 25' HEIGHT, 8 LED FIXTURES, 32 ANCHOR BOLTS, 3320 L.F. OF 3" DIA. PVC CONDUIT SEE SHEETS B28, B32 & B33 FOR LIGHTING DETAILS.
(B7)	THE EXPANSION JOINTS AT THE ABUTMENTS SHALL BE IN ACCORDANCE WITH SECTION 623.03 OF THE STANDARD SPECIFICATIONS. THE TOTAL REQUIRED MOVEMENT IS 4 INCHES. SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER OF STRUCTURES FOR APPROVAL.
(B8)	GRANULAR BACKFILL SHALL BE CLASS "A" GRADING "D" MATERIAL. SEE STANDARD DRAWING NO. STD-10-1.
(B9)	THE UNIT PRICE BID FOR THE CAST STEEL POINTS SHALL INCLUDE FURNISHING AND INSTALLATION TO THE PILES.
(B10)	DRILLED SHAFT CONCRETE SHALL INCLUDE ALL COST FOR MATERIALS, CONCRETE PLACEMENT, AND INSTALLATION OF STEEL PIPES FOR SONIC LOGGING TESTING IN ACCORDANCE WITH TDOT SPECIAL PROVISION 625.SONIC LOGGING TESTING TO BE PERFORMED AT EACH SHAFT LOCATION.

BRIDGE QUANTITY FOOTNOTES (CONTINUED)	
(B11)	THE COST OF THE FOLLOWING ITEMS IS TO BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS 625-02.01 AND 625-02.13: DRILLING, CLEANING AND INSPECTING THE SHAFT; TELEVISION CAMERA INSPECTION OF THE SHAFT WALLS AND ROCK SOCKET SURFACES; INSTALLATION OF ALL CASING; SETTING OF ALL SHAFT REINFORCING; TEMPORARY CASING.
(B12)	COST OF GRAFFITI PROTECTION SYSTEM TO INCLUDE ANTI-GRAFFITI COATING APPLIED TO ALL VISIBLE SURFACES OF THE BENTS. GRAFFITI PROTECTION SYSTEM SHALL CONSIST OF SHERWIN WILLIAMS ANTI-GRAFFITI COATING B97C00150 OR AN APPROVED EQUIVALENT SUBMITTED TO AND APPROVED BY THE CITY OF FRANKLIN ENGINEERING DEPARTMENT.
(B14)	INCLUDES COST OF ALL LABOR AND MATERIALS ASSOCIATED WITH THE INSTALLATION OF CLOSED DRAINAGE SYSTEM AS SHOWN ON SHEET B25. COMPLETE IN PLACE.
(B15)	INCLUDES COST OF ALL LABOR AND MATERIALS ASSOCIATED WITH THE INSTALLATION OF BEARING ASSEMBLY AT ABUTMENTS, INCLUDING STEEL PLATES, ANCHOR RODS, WASHERS, ELASTOMERIC BEARING PAD, RUBBER BONDING CEMENT, AND GALVANIZING AS SHOWN ON SHEET B16.
(B16)	INCLUDES COST OF ALL LABOR AND MATERIALS ASSOCIATED WITH THE INSTALLATION OF BEARING ASSEMBLY AT BENTS, INCLUDING STEEL PLATES, ANCHOR RODS, WASHERS, ELASTOMERIC BEARING PAD, AND GALVANIZING AS SHOWN ON SHEET B16.
(B17)	INCLUDES COST OF ALL LABOR AND MATERIALS ASSOCIATED WITH THE INSTALLATION OF FLEXAMAT SOIL SLOPE PROTECTION ON SIDE SLOPES AT BRIDGE ABUTMENTS AS SHOWN ON SHEET B1.
(B18)	INCLUDES COST OF ALL LABOR AND MATERIALS ASSOCIATED WITH THE INSTALLATION OF CLASS B RIP-RAP ON THE SLOPES AT ABUTMENTS UNDER THE BRIDGE AS SHOWN ON SHEET B1.
(B19)	QUANTITY BASED ON ONE (1) CORE PER SHAFT. SEE TDOT SPECIAL PROVISION 625 FOR ADDITIONAL INFORMATION.
(B20)	INCLUDES COST OF LABOR AND MATERIALS NECESSARY TO INSTALL ALL UTILITY HANGER ASSEMBLIES FOR 12" WATER LINE, 10" WATER LINE, AND 4" GAS LINE ON THE BRIDGE AND FLEX-900 OR APPROVED EQUAL FLEXIBLE BALL JOINTS AS INDICATED IN THE UTILITY PLANS.
(B21)	INCLUDES COST OF ALL LABOR AND MATERIALS ASSOCIATED WITH THE DESIGN, INSTALLATION, AND TESTING OF AGGREGATE FOUNDATION SYSTEM WITHIN LIMITS SHOWN ON SHEET B35. FOR ADDITIONAL DETAILS, SEE TDOT SPECIAL PROVISION 626
(B22)	INCLUDES COST OF ALL LABOR AND MATERIALS ASSOCIATED WITH THE INSTALLATION OF SIGNS AS SHOWN ON SHEET B34. RIVER MILE MARKER SIGNS (SOUTHEAST PARK 93.3) SHALL BE MANUFACTURED AND PAID FOR BY THE CITY OF FRANKLIN. COST OF LABOR AND INSTALLATION FOR RIVER MILE MARKER SIGNS TO BE PAID FOR UNDER ITEM NO. 713-16.22.

STATEMENT OF LICENSE CERTIFICATE

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. 00041152 on December 2, 1997 by the Tennessee State Board for Licensing Contractors.

Contractor

By: 

Print Name: Jeremy Mitchell

Title: Transportation Division manager/member



STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE



BELL & ASSOCIATES CONSTRUCTION, LIMITED PART

350636

ID NUMBER: 41152

LIC STATUS: ACTIVE

EXPIRATION DATE: December 31, 2020

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

BELL & ASSOCIATES CONSTRUCTION, LIMITED PART
P.O. BOX 363
BRENTWOOD, TN 37024-0363

State of Tennessee

350636

11361949

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

BELL & ASSOCIATES CONSTRUCTION, LIMITED PART

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 41152

LIC STATUS: ACTIVE

EXPIRATION DATE: December 31, 2020

UNLIMITED; BC; HC; HRA; MU



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

DRUG-FREE WORKPLACE AFFIDAVIT

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 Construction, 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

Bell & Associates Construction, LLC

(Printed Contractor Name)

(Notary on following Page)

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 Trans. Division Mgr/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 6th day of November, 2020.



Cynthia Maxwell
Notary Public
My Commission Expires: 11/8/21

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

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR (STIPULATED PRICE)

COF CONTRACT NO. 2020-0261

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: **widening of Carothers Parkway, sanitary sewer relocation, water/reclaimed water improvements and the construction of bridge over the Harpeth River.**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Carothers Parkway Widening and Southeast Municipal Complex Entrance.**

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 **456** 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 **30** 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 \$1,000 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 \$1,000 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 \$1,000 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 \$100,000.

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
SE Municipal N Access Approach and Bridge	2/8/2020	Geotechnical Engineering Report

- 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 _____, 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: Eric S. Stuckey

(typed or printed)

Title: City Administrator

(typed or printed)

Attest:

(individual's signature)

Title:

(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 II

(typed or printed)

Address:

109 3rd Avenue South, Suite 133

Franklin, TN 37064

Phone: 615-550-8414

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:

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 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 statement 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 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)

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)

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

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: _____	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>	

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**

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>	

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**

To: City of Franklin
Engineering Department
109 Third Ave South
Franklin, TN

From: _____

Invoice #: _____
Estimate #: _____
Date: _____
From Est. Period: _____
To Est. Period: _____

Attn: _____

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	\$ _____
		3. Total Completed and Stored to Date	\$ _____
No. _____ Dated: _____	\$ _____	4. Retainage (5%)	\$ _____
No. _____ Dated: _____	\$ _____	5. Total Earned Less Retainage	\$ _____
No. _____ Dated: _____	\$ _____	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: _____

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: _____

CITY OF FRANKLIN GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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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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- 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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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,

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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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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: _____
Signature: _____	Signature: _____
Title: _____	Title: _____
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: _____

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 **Carothers Parkway Widening and Southeast Municipal Complex Entrance Project**.

- 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 **Carothers Parkway Widening and Southeast Municipal Complex Entrance 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. TDOT Supplemental Specifications of the Standard Specifications for Road and Bridge Construction.
- B. City of Franklin Transportation & Street Specifications.
- C. City of Franklin General Requirements and Technical Specifications Water Management Department (i.e. Water, Reclaimed Water and Sanitary Sewer Specifications).

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 **Carothers Parkway Widening and Southeast Municipal Complex Entrance Project**.

- A. City of Franklin Special Provision Regarding Utility Record Drawings.
- B. TDOT Special Provision (SP109B) Regarding Payment Adjustment for Bituminous Material.
- C. Special Provision Regarding Utility Measurement and Payment (Water, Sanitary Sewer and Reclaimed Water)

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 in the following format: 2 full-size paper (signed and sealed by a Registered Professional Surveyor) and 1 digital PDF drawing to scale (paper size shall be 22"x34" or 24"x36", maximum scale shall be 1"=50') and CAD prepared in the following format: a .dwg copy of the as-built drawings 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

NOTE: THE PROJECT MANAGER SHOULD DELETE THE SECTIONS BELOW THAT DO NOT APPLY

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 BMP's with depicting 1' contours and 25' around the permanent stormwater BMP (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, signal cabinet, conduit (including: conduit size, number of conduit, material, length, description of utility located in conduit, etc.), pull boxes and vehicle detectors.

3.3.4 Street Lighting System:

The following street 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.) 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 (ex: 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.

3.3.6 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 (ex: 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, Phone, Cable, Fiber Optics Record Drawings:

The following electrical, phone, cable, fiber optics 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 and concrete pads, manholes (including rim elevations), electrical services and meters.

3.3.10 Irrigation

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

END OF SECTION

STATE**OF****TENNESSEE**

(Rev. 05-16-16)

(Rev. 04-01-19)

(Rev. 11-08-19)

January 1, 2015

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 \$_____ 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 only when the "Monthly Bituminous Material Index" is less than the "Basic Bituminous Material Index" and varies 5% or more.

Payment adjustment, for bituminous material used after the expiration of the allocated working time and where the "Monthly Bituminous Material Index" exceeds the "Basic Bituminous Material Index", will not be made until after the contract records have been approved by Final Records (FR)/Materials & Tests (MT) and a Final Estimate is ready to be processed. Upon contract record approval by FR/MT, payment adjustments for bituminous material shall be calculated for each month where the allocated working time has expired, the "Monthly Bituminous Material Index" exceeds the "Basic Bituminous Material Index", and the indices vary 5% or more. 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 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 only when the "Monthly Bituminous Material Index" is **less** than the "Basic Bituminous Material Index" and varies 5% or more.

Payment adjustment, for bituminous material containing RAP provided after the expiration of the allocated working time and where the "Monthly Bituminous Material Index" **exceeds** the "Basic Bituminous Material Index", shall **not** be made until after the contract records have been approved by Final Records (FR)/Materials & Tests (MT) and a Final Estimate is ready to be processed. Upon contract record approval by FR/MT, payment adjustments for bituminous material containing RAP shall be calculated for each month where the allocated working time has expired, the "Monthly Bituminous Material Index" **exceeds** the "Basic Bituminous Material Index", and the indices vary 5% or more. 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”.

$$PA = [I_{cd} - I_b] \times \frac{[BA - RA]}{100} \times T_m$$

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

$$PA = [I_c - I_b] \times \frac{[BA - RA]}{100} \times T_m$$

Where:

PA =	Price Adjustment for Adjustment Month
I _b =	Basic Bituminous Material Index
I _c =	Monthly Bituminous Material Index
I _{cd} =	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
T _m =	Tons asphalt mix for adjustment month

Special Provision

Regarding

Utility Measurement and Payment

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for measurement and payment for COF-funded projects.
- B. Measurement for payment on a unit price basis shall be as described herein. Payment for each item installed shall be made according to the unit price bid, as listed on the Bid Form. Only those items appearing on the Bid Form will be considered for payment on a unit price basis. In the event there are discrepancies between the BID form and the Schedule of Pay Items the Bid form will govern. The items listed on the Bid Form include Tennessee Department of Transportation item numbers for reference to the latest Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction. Payment of items listed on the Bid Form shall be accordance with the method of measurement and basis of payment listed in the Tennessee Department of transportation standard specifications for road and bridge Construction.
- C. Pay items for the Work for which contract lump sum payment will be made are listed on the Bid Form and briefly described herein. All costs for items of Work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be considered incidental to the pay items and the cost of such shall be included in the listed lump sum item most closely associated with the Work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all labor, materials, machinery, equipment, tools, apparatus, service, and other necessary supplies and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all Work required for which separate payment is not otherwise provided.
- D. When actual field conditions differ from assumed design conditions and result in a reduction in materials, equipment, and appurtenances to be installed, a negative adjustment will be made to the Contract. If items are provided on the bid form these items will be used for adjustment, otherwise, the Contractor shall provide costs for a Change Order.
- E. The Contractor shall furnish all necessary labor, materials, machinery, equipment, tools, apparatus, service, and other necessary supplies and perform all Work shown on the Drawings

and/or described in the Specifications at the price listed on the Bid Form. The Work shall be complete-in-place and ready for operation.

- F. The Contractor has become thoroughly familiar with the terms and conditions of the Bidding Documents and with local conditions affecting the performance and costs of the Work at the place where the Work is to be completed, and has fully inspected the site in all particulars informing himself fully regarding all conditions pertaining to the Work site.

1.3 SCHEDULE OF PAY ITEMS

- A. Section 31 0000 – **Earthwork**
1. **Earthwork:** Earthwork associated with utilities is not a pay item. All earthwork and excavation related to utilities lines and appurtenances shall be unclassified and included in the cost of other items.
 2. **Overdepth Excavation and Backfill with Crushed Stone (Within the Utility Trench - As Directed by the Engineer):** The quantities for which payment shall be considered shall be expressed per CY as indicated on the Bid Form. Such payment shall include full compensation for the removal of material and placement of crushed stone as directed by the Engineer.
- B. Section 31 2319 – **Dewatering:** Dewatering is not a pay item and cost shall be included in other items.
- C. Section 31 5000 – **Excavation Support and Protection:** Excavation support and protection is not a pay item and cost shall be included in other items.
- D. Section 33 0131 – **Rehabilitation of Sewer Utilities:** Rehabilitation of sewer utilities is a pay item. Payment for this work shall be as specified on the Bid Form and be considered as full compensation for this item, including all labor, materials, and equipment required to complete the item in accordance with the Bidding Documents.
- E. Section 33 0133 – **Rehabilitation of Manholes:** Rehabilitation of manholes is a pay item. Payment for this work shall be as specified on the Bid Form and be considered as full compensation for this item, including all labor, materials, and equipment required to complete the item in accordance with the Bidding Documents.
- F. Section 33 0523 – **Trenchless Installation of Utilities:** Trenchless installation of utilities is a pay item. Payment for this work shall be as specified on the Bid Form and be considered as full compensation for this item, including all labor, materials, and equipment required to complete the item in accordance with the Bidding Documents.
1. **Bore/Jack (With X" Steel Casing and X" Restrained Joint (Pipe Material)):** The quantities for which payment shall be considered shall be expressed per **Linear feet** as specified on the Bid Form. Such payment shall include full compensation for the furnishing and installation of the steel casing and restrained joint pipe, casing spacers, end seals, survey layout, clearing, grubbing, unclassified excavation, bedding, backfill, reaction blocking, testing, flushing, disinfection, bacteriological sampling, clean-up, and all other items necessary to complete the work.

2. **Tunnel (With X" Steel Casing and X" Restrained Joint (Pipe Material)):** The quantities for which payment shall be considered shall be expressed per **Linear Feet** as specified on the Bid Form. Such payment shall include full compensation for the furnishing and installation of the steel casing, restrained joint pipe, grouting, backfilling of the tunnel casing spaces, end seals, survey layout, clearing, grubbing, unclassified excavation, bedding, backfill, reaction blocking, testing, flushing, disinfection, bacteriological sampling, clean-up, and all other items necessary to complete the work.
- G. Section 33 1100 – Water Utility Distribution Piping: Water utility distribution piping is a pay item. Payment for this work shall be as specified on the Bid Form and be considered as full compensation for this item, including all labor, materials, and equipment required to complete the item in accordance with the Bidding Documents.
 1. **Water Main:** The quantities for which payment shall be considered shall be expressed per **Linear Feet** for the size and material type of pipe, in terms of horizontal lengths of pipe installed in place measured along the centerline with no deduction for valves or fittings, as indicated on the Bid Form. Such payment shall include full compensation for the furnishing and installation of pipe, jointing materials, survey and layout, clearing, grubbing, unclassified excavation, bedding, backfill, reaction blocking, testing, flushing, disinfection, bacteriological sampling, clean-up and all other work necessary to complete the work.
 2. **Water Main Installed in Steel Casing:** The quantities for which payment shall be made will be expressed in **Linear Feet** for each size and material type of pipe in terms of horizontal lengths of pipe installed in place measured along the centerline. Such payment shall include full compensation for furnishing and installation of the steel casing, restrained joint pipe, casing spacers, end seals, jointing materials, survey, clearing, grubbing, unclassified excavation, bedding, backfill, reaction blocking, testing, flushing, disinfection, bacteriological sampling, clean-up and all other items necessary to complete the work.
 3. **Fittings:** Unless otherwise specified on the Bid form, quantities of fittings shall not be a pay item and included in the cost of Water Main Installation.
 4. **Water Service Lines:** The quantities for which payment shall be considered shall be expressed per **Linear Feet**, in terms of horizontal lengths of pipe installed in place measured along the centerline with no deduction for valves or fittings, for the size and material type as indicated on the Bid Form. Such payment shall include full compensation for the furnishing and installation of water service lines, survey layout, clearing, grubbing, unclassified excavation, bedding, backfill, testing, flushing, disinfection, bacteriological sampling, clean-up and all other work necessary to complete the work.
 5. **Connection to Existing Water Main:** The quantities for which payment shall be considered shall be expressed per **Each** for the various sizes and material type as indicated on the Bid Form. Such payment shall include full compensation for the furnishing and installation of the restraint devices necessary to complete the connection, survey layout, clearing, grubbing, unclassified excavation, bedding, backfill, reaction blocking, testing, flushing, disinfection, bacteriological sampling, clean-up, and all other items necessary to complete the work.
 6. **Cut & Cap / Plug Existing Water Main:** The quantities for which payment shall be considered shall be expressed per **Each** for the various sizes and material types as indicated on the Bid Form. Such payment shall include compensation for furnishing and installing all fittings required, survey layout, clearing, grubbing, unclassified excavation, bedding, backfill, reaction blocking, testing, flushing, disinfection, bacteriological sampling, clean-up, and all other items necessary to complete the work.
 7. **Disconnect/Reconnect Existing Water Service Assembly:** The quantities for which payment

shall be considered shall be expressed per **Each** for the size and material type as indicated on the Bid Form. Such payment shall include full compensation for the disconnection of existing water service assembly and reconnection of the existing water service assembly, clearing, grubbing, unclassified excavation, bedding backfill, testing, clean-up, and all other items necessary to complete the work.

- H. Section 33 1216 – Valves: Valves are a pay item. Payment for this work shall be as specified on the Bid Form and be considered as full compensation for this item, including all labor, materials, and equipment required to complete the item in accordance with the Bidding Documents.
1. **Gate Valve and Box:** The quantities for which payment shall be considered shall be expressed per **Each** size and material type as indicated on the Bid Form. Such payment shall include full compensation for the furnishing and installation of the valve, valve box (including adjustments), gearing, coatings, nut operator extensions, survey layout, clearing, grubbing, unclassified excavation, bedding, backfill, reaction blocking, disinfection, clean-up, and all other items necessary to complete the work.
 2. **Butterfly Valve and Box:** The quantities for which payment shall be considered shall be expressed per **Each** size and material type as indicated on the Bid Form. Such payment shall include full compensation for the furnishing and installation of the valve, valve box (including adjustments), gearing, coatings, nut operator extensions, survey layout, clearing, grubbing, unclassified excavation, bedding, backfill, reaction blocking, disinfection, clean-up, and all other items necessary to complete the work.
 3. **Air Release Assembly & Box:** The quantities for which payment shall be considered shall be expressed per **Each** size and material type as indicated on the Bid Form. Such payment shall include full compensation for the furnishing and installation of the valve, valve box (including adjustments), gearing, coatings, nut operator extensions, survey layout, clearing, grubbing, unclassified excavation, bedding, backfill, reaction blocking, disinfection, clean-up, and all other items necessary to complete the work.
 4. **Tapping Sleeve, Valve & Valve Box:** The quantities for which payment shall be considered shall be expressed per **Each** size and material type as indicated on the Bid Form. Such payment shall include full compensation for the furnishing and installation of the tapping sleeve, valve, valve box (including adjustments), gearing, coatings, nut operator extensions, survey layout, clearing, grubbing, unclassified excavation, bedding, backfill, reaction blocking, disinfection, clean-up, and all other items necessary to complete the work.
 5. **Combination Air Valve Assembly:** The quantities for which payment shall be considered shall be expressed per **Each** size and material type as indicated on the Bid Form. Such payment shall include full compensation for the furnishing and installation of the vault/manhole (including adjustments), valve, survey layout, clearing, grubbing, unclassified excavation, bedding, backfill, reaction blocking, disinfection, clean-up, and all other items necessary to complete the work.
- I. Section 33 1219 – **Hydrants:** The quantities for which payment shall be considered shall be expressed per **Each** size and type as indicated on the Bid Form. Such payment shall include full compensation for the furnishing and installation of the hydrant lead (from, and including the water main tee), reducers (as required), hydrant assembly, hydrant lead gate valve, valve box (including adjustments), hydrant extension, rodding or other restraining devices, survey layout, clearing, grubbing, unclassified excavation, bedding, backfill, reaction blocking, disinfection, clean-up and all other items necessary to complete the work.

- J. Section 33 1233 – Water Service Assemblies: Water service assemblies are a pay item. Payment for this work shall be as specified on the Bid Form and be considered as full compensation for furnishing and installing material needed for complete installation.
1. **Backflow Preventer W/ Safe-T-Cover:** The quantities for which payment shall be considered shall be expressed per **Each** size and type of assembly as indicated on the Bid Form. Such payment shall be full compensation for the furnishing and installing the backflow preventer, Safe-T-Cover enclosure with recommended heater, adjustable pipe supports, concrete pad, base stone, survey layout, clearing, grubbing, unclassified excavation, testing, clean-up and all other items necessary to complete the work. Electrical connection, wire and conduit shall not be included in this pay item and shall measured and paid for separately.
 2. **Reduced Pressure Backflow Preventer W/ Safe-T-Cover:** The quantities for which payment shall be considered shall be expressed per **Each** size and type of assembly as indicated on the Bid Form. Such payment shall be full compensation for the furnishing and installing the reduced pressure backflow preventer, Safe-T-Cover enclosure with recommended heater, adjustable pipe supports, concrete pad, base stone, survey layout, clearing, grubbing, unclassified excavation, testing, clean-up and all other items necessary to complete the work. Electrical connection, wire and conduit shall not be included in this pay item and shall measured and paid for separately.
 3. **Irrigation Reduced Pressure Backflow Preventer without Safe-T-Cover:** The quantities for which payment shall be considered shall be expressed per **Each** size and type of assembly as indicated on the Bid Form. Such payment shall be full compensation for the furnishing and installing the reduced pressure backflow preventer, survey layout, clearing, grubbing, unclassified excavation, testing, clean-up and all other items necessary to complete the work.
 4. **Water Meter Service Assemblies:** The quantities for which payment shall be considered shall be expressed per **Each** size and type of assembly as indicated on the Bid Form. Such payment shall be full compensation for the furnishing and installing the water meter, , meter box (including adjustments), meter setting, concrete footing blocks, survey layout, clearing, grubbing, unclassified excavation, testing, clean-up and all other items necessary to complete the work. City Fees associated with the purchase of taps shall not be part of this pay item.
 5. **Water Meter Assembly, Valves and Vault:** The quantities for which payment shall be considered shall be expressed per **Each** size and type of assembly as indicated on the Bid Form. Such payment shall be full compensation for the furnishing and installing the water meter, valves, precast concrete vault (including adjustments), adjustable pipe supports, sump pump/GFCI Outlet or 2" PVC Drain Line, survey layout, clearing, grubbing, unclassified excavation, testing, clean-up, and all other items necessary to complete the work. City Fees associated with the purchase of taps shall not be part of this pay item. City Fees associated with the purchase of taps shall not be part of this pay item.
 6. **Fire Meter Assembly, Valves and Vault:** The quantities for which payment shall be considered shall be expressed per **Each** size and type of assembly as indicated on the Bid Form. Such payment shall be full compensation for the furnishing and installing the fire meter, valves, precast concrete vault (including adjustments), adjustable pipe supports, sump pump/GFCI Outlet or 2" PVC Drain Line, survey layout, clearing, grubbing, unclassified excavation, testing, clean-up, and all other items necessary to complete the work. City Fees associated with the purchase of taps shall not be part of this pay item. City Fees associated with the purchase of taps shall not be part of this pay item.
- K. Section 33 1234 – Reclaimed Water Service Assemblies
1. **Reclaimed Water Meter Service Assemblies:** The quantities for which payment shall be

considered shall be expressed per **Each** size and type of assembly as indicated on the Bid Form. Such payment shall be full compensation for the furnishing and installing the water meter, meter box (including adjustments), meter setting, concrete footing blocks, survey layout, clearing, grubbing, unclassified excavation, testing, clean-up, and all other items necessary to complete the work. City Fees associated with the purchase of taps shall not be part of this pay item.

2. **Reclaimed Water Meter Assembly, Valves and Vault:** The quantities for which payment shall be considered shall be expressed per **Each** size and type of assembly as indicated on the Bid Form. Such payment shall be full compensation for the furnishing and installing the water meter, valves, precast concrete vault (including adjustments), adjustable pipe supports, survey layout, clearing, grubbing, unclassified excavation, testing, clean-up, and all other items necessary to complete the work. City Fees associated with the purchase of taps shall not be part of this pay item. City Fees associated with the purchase of taps shall not be part of this pay item.

- L. Section 33 3113 – Sanitary Sewer (Gravity): Sanitary sewers (gravity) are a pay item. Payment for this work shall be as specified on the Bid Form and be considered as full compensation for this item, including all labor, materials, and equipment required to complete the item in accordance with the Bidding Documents.

1. **Gravity Sewer Main:** The quantities for which payment shall be made will be expressed in **Linear Feet** for each size and material type of pipe in terms of horizontal lengths of pipe installed in place measured along the centerline with no deduction for manholes. Such payment shall include full compensation for furnishing and installation of pipe, survey, clearing, grubbing, unclassified excavation, bedding, backfill, testing, clean-up and all other items necessary to complete the work.
2. **Restrained Joint Gravity Sewer Main Installed in Steel Casing (Open Cut):** The quantities for which payment shall be made will be expressed in **Linear Feet** for each size and material type of pipe in terms of horizontal lengths of pipe installed in place measured along the centerline. Such payment shall include full compensation for furnishing and installation of the steel casing and restrained joint pipe, casing spacers, end seals, survey, clearing, grubbing, unclassified excavation, bedding, backfill, testing, clean-up and all other items necessary to complete the work.
3. **Lateral Service:** The quantities for which payment shall be made will be expressed in **Linear Feet** for each size and material type of pipe in terms of horizontal lengths of pipe installed in place measured along the centerline with no deduction for cleanouts. Such payment shall include full compensation for furnishing and installation of pipe, disconnecting and capping the existing service and the connection to existing service, survey, clearing, grubbing, unclassified excavation, bedding, backfill, testing, clean-up, and all other items necessary to complete the work.
4. **Clean Out Assembly:** The quantities for which payment shall be made will be expressed per **Each** size and material type installed. Such payment shall include full compensation for furnishing and installation of the cleanout Assembly, survey layout, clearing, grubbing, unclassified excavation, bedding, backfill, testing, clean-up and all other items necessary to complete the work.
5. **Clean Out Assembly in precast valve box (Installed in pavement):** The quantities for which payment shall be made will be expressed per **Each** size and material type installed. Such payment shall include full compensation for furnishing and installation of the cleanout assembly, traffic rated valve box (including adjustments), survey layout, clearing, grubbing,

- unclassified excavation, bedding, backfill, testing, clean-up and all other items necessary to complete the work.
6. **Connect Gravity Sanitary Sewer to Existing Manholes:** The quantities for which payment shall be made will be expressed per **Each** connection made. Such payment shall include full compensation for furnishing and installation required for coring of the existing manhole wall, installation of pipe/manhole seal, re-forming the bench and invert, survey layout, clearing, grubbing, unclassified excavation, bedding, backfill, testing and clean-up.
 7. **Connect Manhole to Existing Sanitary Sewer:** The quantities for which payment shall be made will be expressed per **Each** connection made. Such payment shall include full compensation for furnishing and installation required for installation of pipe/manhole seal, survey layout, clearing, grubbing, unclassified excavation, bedding, backfill, testing and clean-up.
 8. **Concrete Check Dam:** The quantities for which payment shall be made will be expressed per **Each** check dam installed. Such payment shall include full compensation for flowable fill, sandbagging/forming as needed, concrete blocking, stainless steel hold down straps as required, survey layout, clearing, grubbing, unclassified excavation, bedding, backfill, testing and clean-up.
 9. **Restrained Joint Gravity Sewer Main Installed in Concrete Encasement w/ Check Dam (Stream Crossing):** The quantities for which payment shall be made will be expressed per **Linear Feet** installed. Such payment shall include full compensation for furnishing and installation of pipe, flowable fill, sandbagging/forming as needed, concrete blocking, stainless steel hold down straps as required, survey layout, clearing, grubbing, unclassified excavation, bedding, backfill, testing and clean-up.
 10. **Removal of Sanitary Sewer Main (Size and Location)** – Removal and proper disposal of existing gravity sewer pipe is not a pay item unless otherwise indicated on the Bid Form. When indicated on the Bid Form, the quantities for which payment shall be made will be expressed in **Linear Feet** for each size and material type of pipe in terms of horizontal lengths of pipe removed and measured along the centerline with no deduction for manholes. Such payment shall include full compensation for proper disposal of materials, survey layout, clearing, grubbing, unclassified excavation, backfill, clean-up and all other items necessary to complete the work.
 11. **Cut & Cap/Plug Existing Sanitary Sewer Main:** The quantities for which payment shall be made will be expressed per **Each** of the various sizes and types. Such payment shall include full compensation for furnishing and installing all caps and plugs, cutting existing line, survey layout, clearing, grubbing, unclassified excavation, backfill, clean-up and all other items necessary to complete the work.
 12. **Disconnect/Reconnect Existing Sanitary Sewer Lateral Service:** The quantities for which payment shall be considered shall be expressed per **Each** for the size and material type as indicated on the Bid Form. Such payment shall include full compensation for the disconnection and capping of existing sanitary sewer lateral service service and reconnection of the existing lateral service, clearing, grubbing, unclassified excavation, bedding backfill, testing, clean-up and all other items necessary to complete the work.
- M. Section 33 3115 – Sewer Flow Control: When indicated on the Bid Form, sewer flow control shall be a pay item. If Sewer flow control is not indicated on the Bid Form the cost shall be included in other items. Payment for this work shall be made as a **Lump Sum** payment based on percentage of work complete. Payment shall include preparation of wastewater flow control bypass plan, bypass pumps, backup pumps, piping to ensure reliable sanitary sewer service in all sanitary sewer lines, Under no circumstances will the flow be interrupted or stopped such that

damage is done to either private or public property or sewage flows or overflows into a storm sewer or natural waterway.

- N. Section 33 3130 – Sewer Television Inspection: Sewer television inspection is a pay item. Payment for this work shall be made as **Linear Feet** and be considered as full compensation for this item.
- O. Section 33 3300 – Reclaimed Water Distribution Piping
1. **Reclaimed Water Main:** The quantities for which payment shall be considered shall be expressed per **Linear Feet** for the size and material type of pipe, in terms of horizontal lengths of pipe installed in place measured along the centerline with no deduction for valves or fittings, as indicated on the Bid Form. Such payment shall include full compensation for the furnishing and installation of pipe, jointing materials, survey and layout, clearing, grubbing, unclassified excavation, bedding, backfill, reaction blocking, testing, flushing, disinfection, bacteriological sampling, clean-up and all other work necessary to complete the work.
 2. **Reclaimed Water Main Installed in Steel Casing:** The quantities for which payment shall be made will be expressed in **Linear Feet** for each size and material type of pipe in terms of horizontal lengths of pipe installed in place measured along the centerline. Such payment shall include full compensation for furnishing and installation of the steel casing, restrained joint pipe, casing spacers, end seals, jointing materials, survey, clearing, grubbing, unclassified excavation, bedding, backfill, reaction blocking, testing, flushing, disinfection, bacteriological sampling, clean-up and all other items necessary to complete the work.
 3. **Fittings:** Unless otherwise specified on the Bid form, quantities of fittings shall not be a pay item and included in the cost of Water Main Installation.
 4. **Reclaimed Water Service Lines:** The quantities for which payment shall be considered shall be expressed per **Linear Feet**, in terms of horizontal lengths of pipe installed in place measured along the centerline with no deduction for valves or fittings, for the size and material type as indicated on the Bid Form. Such payment shall include full compensation for the furnishing and installation of water service lines, survey layout, clearing, grubbing, unclassified excavation, bedding backfill, testing flushing disinfection, bacteriological sampling, clean-up and all other work necessary to complete the work.
 5. **Connection to Existing Reclaimed Water Main:** The quantities for which payment shall be considered shall be expressed per **Each** for the various sizes and material type as indicated on the Bid Form. Such payment shall include full compensation for the furnishing and installation of the restraint devices necessary to complete the connection, survey Layout, clearing, grubbing, unclassified excavation, bedding, backfill, reaction blocking, testing, flushing, disinfection, bacteriological sampling, clean-up and all other items necessary to complete the work.
 6. **Cut & Cap / Plug Existing Reclaimed Water Main:** The quantities for which payment shall be considered shall be expressed per **Each** for the various sizes and material types as indicated on the Bid Form. Such payment shall include compensation for furnishing and installing all fittings required, survey layout, clearing, grubbing, unclassified excavation, bedding, backfill, reaction blocking, testing, flushing, disinfection, bacteriological sampling, clean-up and all other items necessary to complete the work.
 7. **Disconnect/Reconnect Existing Reclaimed Water Service Assembly:** The quantities for which payment shall be considered shall be expressed per **Each** for the size and material type as indicated on the Bid Form. Such payment shall include full compensation for the disconnection

of existing water service assembly and reconnection of the existing water service assembly, clearing, grubbing, unclassified excavation, bedding backfill, testing, clean-up and all other items necessary to complete the work.

- P. Section 33 3400 – Sewage Force Main: Sewage force main is a pay item. Payment for this work shall be as specified on the Bid Form and be considered as full compensation for this item, including all labor, materials, and equipment required to complete the item in accordance with the Bidding Documents. The quantities of pipe for which payment will be allowed shall be expressed in **Linear Feet** for each size and type of pipe in terms of the horizontal lengths of pipe installed in place as measured along the center line with no deductions for fittings. Payment also includes the furnishing and installing of pipe at design grade, jointing materials (including excavation and backfill) tracer wire, and all other work necessary for and incidental to completion of the Work. No additional payment will be considered for force main fittings.
- Q. Section 33 3913 – Manholes: Manholes are a pay item. Payment for this work shall be as specified on the Bid Form and be considered as full compensation for this item, including all labor, materials, and equipment required to complete the item in accordance with the Bidding Documents.
1. **Sanitary Sewer Manholes (0'-6' Depth):** The quantities for which payment shall be considered shall be expressed per **Each** for the size and type as indicated on the Bid Form. Such payment shall include full compensation for the furnishing and installation of type and size of manhole up to 6 feet in depth including a traffic type casting, concrete admixture, manhole steps, stainless steel plates and bolts on each manhole base, riser, and cone to anchor structure together from base to cover, survey layout, clearing grubbing, unclassified excavation, bedding, backfill, testing, clean-up and all other items necessary to complete the work. Additional payment shall be made for vertical sidewall beyond 6 feet in depth and watertight frame and cover.
 2. **DOGHOUSE MANHOLES (0'-6' Depth):** The quantities for which payment shall be considered shall be expressed per **Each** for the size and type as indicated on the Bid Form. Such payment shall include full compensation for the furnishing and installation of type and size of manhole up to 6 feet in depth including a traffic type casting, concrete admixture, manhole steps, stainless steel plates and bolts on each manhole base, riser, and cone to anchor structure together from base to cover, survey layout, clearing grubbing, unclassified excavation, bedding, backfill, testing, clean-up and all other items necessary to complete the work. Additional payment shall be made for vertical sidewall beyond 6 feet in depth and watertight frame and cover.
 3. **Additional Depth for Sanitary Sewer Manholes:** The quantities for which payment shall be considered shall be expressed per **Vertical Face**, measured from the finished casting elevation to the invert minus 6 feet, for the size and type as indicated on the Bid Form. Such payment shall include full compensation for the furnishing and installation of type and size of manhole greater than 6' in depth including a traffic type casting, concrete admixture, manhole steps, plates, survey layout, clearing grubbing, unclassified excavation, bedding, backfill, testing, clean-up and all other items necessary to complete the work.
 4. **Additional Payment for Watertight Frame and Cover:** The quantities for which payment shall be considered shall be expressed per **Each** as indicated on the Bid Form. Such payment shall

include full compensation for the furnishing and installation of a watertight frame and cover, stainless steel anchor bolts, washers and nuts, and all other items necessary to complete the work.

5. **Manhole Vent Assembly:** The quantities for which payment shall be considered shall be expressed per **Each** as indicated on the Bid Form. Such payment shall include full compensation for the furnishing and installation of the manhole vent assembly, Resilient Boot Manhole Connection, Concrete, cap/plug, flanged fittings, survey layout, clearing, grubbing, unclassified excavation, bedding, backfill, testing, clean-up and all other items necessary to complete the work.
6. **External Drop Manhole Assembly (Size, Material):** The quantities for which payment shall be considered shall expressed per **Each** as indicated on the Bid Form. Such payment shall include full compensation for the furnishing and installation of the sanitary sewer, resilient boots, reworking invert as needed, concrete encasement, survey layout, clearing, grubbing, unclassified excavation, bedding backfill, testing, clean-up and all other items necessary to complete the work.
7. **Internal Drop Manhole Assembly (Size, Material):** The quantities for which payment shall be considered shall expressed per **Each** as indicated on the Bid Form. Such payment shall include full compensation for the furnishing and installation of the Sanitary Sewer, resilient boots, reworking invert as needed, stainless steel straps, fittings, survey layout, clearing, grubbing, unclassified excavation, bedding backfill, testing, clean-up and all other items necessary to complete the work.
8. **Removal of Existing Sanitary Sewer Manhole:** The quantities for which payment shall be considered shall be expressed per **Each** as indicated on the Bid Form. Such payment shall include full compensation for the removal and proper disposal of the existing sanitary sewer manhole base, riser, cone, survey layout, clearing, grubbing, unclassified excavation, backfill, clean-up and all other items necessary to complete the work.
9. **Abandon Existing Manhole in Place:** The quantities for which payment shall be considered shall be expressed per **Each** as indicated on the Bid Form. Such payment shall include full compensation for the removal and proper disposal of the existing sanitary sewer cone and riser 4' below proposed grade, drilling holes in the manhole base, filling manhole with crushed stone, survey layout, clearing, grubbing, unclassified excavation, backfill, clean-up and all other items necessary to complete the work.
10. **Flowable Fill Existing Sanitary Sewer and Manhole:** The quantities for which payment shall be made will be expressed per **CY** of flowable fill installed. Such payment shall include full compensation for the removal and proper disposal of the existing sanitary sewer cone and riser 4' below proposed grade, flowable fill material with sufficient pressure and in numerous location to completely fill the existing sanitary sewer line and manholes., survey layout, clearing, grubbing, unclassified excavation, backfill, clean-up and all other items necessary to complete the work.

PART 2 - PRODUCTS (Not Used) PART

3 - EXECUTION (Not Used)

END OF SECTION

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 **Carothers Parkway Widening and Southeast Municipal Complex Entrance Project**.

- A. Nationwide Permit – US Army Corps of Engineers
- B. Tennessee Department of Environment & Conservation Public Sewage Works Approved Plan – These plans are not for bidding purpose and have been provided in digital format to satisfy TDEC Permit Requirements.
- C. Tennessee Department of Environment & Conservation Aquatic Resource Alteration Permit (ARAP) – This permit has been applied for and will be issued as an amendment or will be provided to the contractor following
- D. Bid Award Tennessee Department of Environment & Conservation NPDES Permit – This permit has been applied for and will be issued as an amendment or will be provided to the contractor following Bid Award
- E. Tennessee Department of Environment & Conservation Public Water System Permit – This permit has been applied for and will be issued as an amendment or will be provided to the contractor following Bid Award



DEPARTMENT OF THE ARMY
NASHVILLE DISTRICT, CORPS OF ENGINEERS
REGULATORY DIVISION
2424 DANVILLE ROAD SW, SUITE N
DECATUR, AL 35603

SUBJECT: File No. LRN-2020-00712, City of Franklin, Bridge Crossing the Harpeth River at Mile 92.7, Williamson County, Tennessee

City of Franklin
Attn: Paul Hozen
109 3rd Avenue South
Franklin, TN 37064

Dear Mr. Hozen:

This correspondence is in regard to your pre-construction notification (PCN) for the proposed construction of a temporary and permanent crossing of the Harpeth River near Franklin, Williamson County, Tennessee (Latitude: 36.8882, Latitude: -86.8215). This project has been assigned number (LRN-2020-00712). Please refer to this number in all communication concerning this matter.

Based on the information you provided, Nationwide Permit (NWP) 14, Linear Transportation Projects, which became effective March 19, 2017 [82 FR 1860], authorizes your proposal as depicted in the plans provided in the PCN dated July 7, 2020. In order for this authorization to be valid, you must ensure the work is performed in accordance with the enclosed *NWP 14, Terms and Conditions*, and the *2017 Nationwide Permit General Conditions*.

This verification is valid until March 18, 2022, unless the NWP authorization is modified, suspended, or revoked prior to that date. Furthermore, if you commence or are under contract to commence this activity before the date of NWP expiration, modification, or revocation, you will have 12 months from the date of expiration, modification or revocation to complete the activity under the present terms and conditions of the NWP. This will apply to all NWPs unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization in accordance with 33 CFR 330.4(e) and 33 CFR 330.5(c) or (d).

This NWP 14 verification does not obviate your responsibility to obtain and abide by all other federal, state and local permits or approvals required. This NWP verification should not be considered as an approval of the design features of any activity authorized or an implication that such construction is considered adequate for the purpose intended. In addition, it does not grant any property rights or exclusive privileges and does not authorize any injury to the property or rights of others. Failure to comply with all terms and conditions of this NWP verification invalidates this

authorization and could result in a violation of Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act.

Upon completing the authorized work, you must fill out and return the enclosed *Certificate of Compliance with Department of the Army Permit* form. Thank you for your cooperation during the permitting process. If you have any questions, please contact me at (256) 350-5620, or via e-mail adam.w.mchann@usace.army.mil.

Sincerely,

A handwritten signature in black ink, appearing to read 'Adam McHann', with a long horizontal flourish extending to the right.

Adam McHann
Regulatory Specialist
Regulatory Division, West Branch
U.S. Army Corps of Engineers

Attachments

Attachment 1 – NWP 14, Terms and Conditions
Attachment 2 – 2017 Nationwide Permit General Conditions
Attachment 3 – Compliance Certification

cc:
Brian Ralstin, Alfred Benesch and Company



2017 Nationwide Permit

14. Linear Transportation Projects.

Activities required for crossings of waters of the United States associated with the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) The loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 32.)

(Authorities: Sections 10 and 404)

Note 1: For linear transportation projects crossing a single waterbody more than one time at separate and distant locations, or multiple waterbodies at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. Linear transportation projects must comply with [33 CFR 330.6\(d\)](#).

Note 2: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under section 404(f) of the Clean Water Act (see [33 CFR 323.4](#)).

Note 3: For NWP 14 activities that require pre-construction notification, the PCN must include any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings that require Department of the Army authorization but do not require pre-construction notification (see paragraph (b) of general condition 32). The district engineer will evaluate the PCN in accordance with Section D, "District Engineer's Decision." The district engineer may require mitigation to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see general condition 23).



US Army Corps
of Engineers®
Nashville District

2017 Nationwide Permit General Conditions

The following General Conditions must be followed in order for any authorization by NWP to be valid:

State of Tennessee Regional General Conditions (Applicable to ALL Nationwide Permits):

1. A PCN is required for all proposed activities in *Exceptional Tennessee Waters* and/or *Outstanding National Resource Waters*. A list of known Exceptional Tennessee Waters and Outstanding National Resource Waters can be obtained from the Tennessee Department of Environment and Conservation's website: <https://tn.gov/environment/article/wr-water-resources-data-viewer>. A map of known Exceptional Tennessee Waters and Outstanding National Resource Waters can be obtained from the Tennessee Department of Environment and Conservation's website: <http://tdeconline.tn.gov/dwr/>.
2. All impacts to wetlands/open waters shall be calculated and reported in acres. Stream impacts shall be calculated separately and reported in both linear feet and acres.

Additional Information

Endangered Species Act: Nationwide Permit General Condition 32, *Pre-Construction Notification*, requires a PCN to be submitted to the District Engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat. To determine if any listed species, critical habitat, migratory birds or other natural resources may be impacted by your proposed project, please consult the U.S. Fish and Wildlife Services' IPAC website: <http://ecos.fws.gov/ipac>.

Historic Properties: Nationwide Permit General Condition 32, *Pre-Construction Notification*, requires a PCN to be submitted to the District Engineer if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places. The PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. Information regarding cultural resources and the National Historic Preservation Act, can be reviewed at the National Park Service's website: <http://www.nps.gov/nr/>. A map of non-restricted listed properties on the National Register of Historic Places at can be viewed at: <https://www.nps.gov/maps/full.html?mapId=7ad17cc9-b808-4ff8-a2f9-a99909164466>

National General Conditions:

1. Navigation.

- (a) No activity may cause more than a minimal adverse effect on navigation.
- (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.
- (c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate,

or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and

other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers.

- (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.
- (b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.
- (c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. Tribal Rights. No NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.

18. Endangered Species.

- (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur.
- (b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.
- (c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or

if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

- (d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs.
- (e) Authorization of an activity by an NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.
- (f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.
- (g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide Web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties.

- (a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.
- (b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.
- (c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed.
- (d) For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.
- (e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely

affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

- (a) Discharges of dredged or fill material into waters of the United States are not authorized by NWP's 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.
- (b) For NWP's 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWP's only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

- (a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).
- (b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.
- (c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.
- (d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than

minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

- (e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.
- (f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.
 - (1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.
 - (2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f)).
 - (3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.
 - (4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).
 - (5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.
 - (6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring

requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

- (g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.
- (h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.
- (i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

- (a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;
- (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and
- (c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission is not authorized by NWP until the appropriate Corps office issues the section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification.

- (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of

receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. Prospective permittee shall not begin the activity until either:

- (1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or
 - (2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).
- (b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:
- (1) Name, address and telephone numbers of the prospective permittee;
 - (2) Location of the proposed activity;
 - (3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;
 - (4) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures. For single and complete linear projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each

- single and complete crossing of those wetlands, other special aquatic sites, and other waters. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);
- (5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;
 - (6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.
 - (7) For non-Federal permittees, if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or utilize the designated critical habitat that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;
 - (8) For non-Federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;
 - (9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and
 - (10) For an activity that requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from the Corps office having jurisdiction over that USACE project.
- (c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is an NWP PCN and must include all of the applicable information required in paragraphs (b)(1) through (10) of this general condition. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.
- (d) Agency Coordination:
- (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.
 - (2) Agency coordination is required for: (i) All NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of stream bed; (iii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iv) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.
 - (3) When agency coordination is required, the district engineer will immediately provide (e.g., via email, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or email that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.
 - (4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.
 - (5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.
- Further Information**
1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
 2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
 3. NWPs do not grant any property rights or exclusive privileges.
 4. NWPs do not authorize any injury to the property or rights of others.
 5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).



COMPLIANCE CERTIFICATION

YOU ARE REQUIRED TO SUBMIT THIS SIGNED CERTIFICATION REGARDING THE COMPLETED ACTIVITY AND ANY REQUIRED MITIGATION

I hereby certify that the work authorized by **Permit No. LRN-2020-00712**, and any required mitigation was done in accordance with the Corps authorization, including any general, regional, or special conditions.

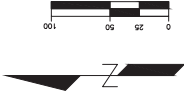
Permittee Signature

Date

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative.

Submit this signed certification to the address below:

- ☐ U.S Army Corps of Engineers
Regulatory Division
3701 Bell Road
Nashville, TN 37214-2660
- ☐ East Regulatory Field Office
501 Adesa Parkway
Suite 250
Lenoir City, TN 37771
- ☒ West Regulatory Field Office
2424 Danville Road, Suite N
Decatur, AL 35603

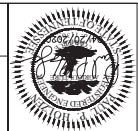
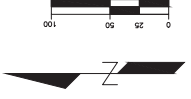


DATE:
CONTRACT NO:
DRAWN BY:
APPROVED BY:

CITY OF FRANKLIN, TN
ENGINEERING DEPARTMENT
109 3RD AVE SOUTH
FRANKLIN, TN 37064
615-791-3218

[illegible]

APPROVED FOR CONSTRUCTION
 BE PARK SEWER RELOCATION
 10/19/2023
 DIVISION OF WATER RESOURCES
 TRANSMISSION OF CONSTRUCTION OF AN ADDITIONAL
 RELOCATION OF THE PARK SEWER RELOCATION
 10/19/2023
 APPROVAL, EXPIRES ONE YEAR FROM ABOVE DATE



SS

DATE:

CONTRACT NO.:

DRAWN BY:

APPROVED BY:

SE PARK SEWER
RELOCATION (BID SET)
PROPOSED LAYOUT

CITY OF FRANKLIN, TN

ENGINEERING DEPARTMENT

109 3RD AVE SOUTH

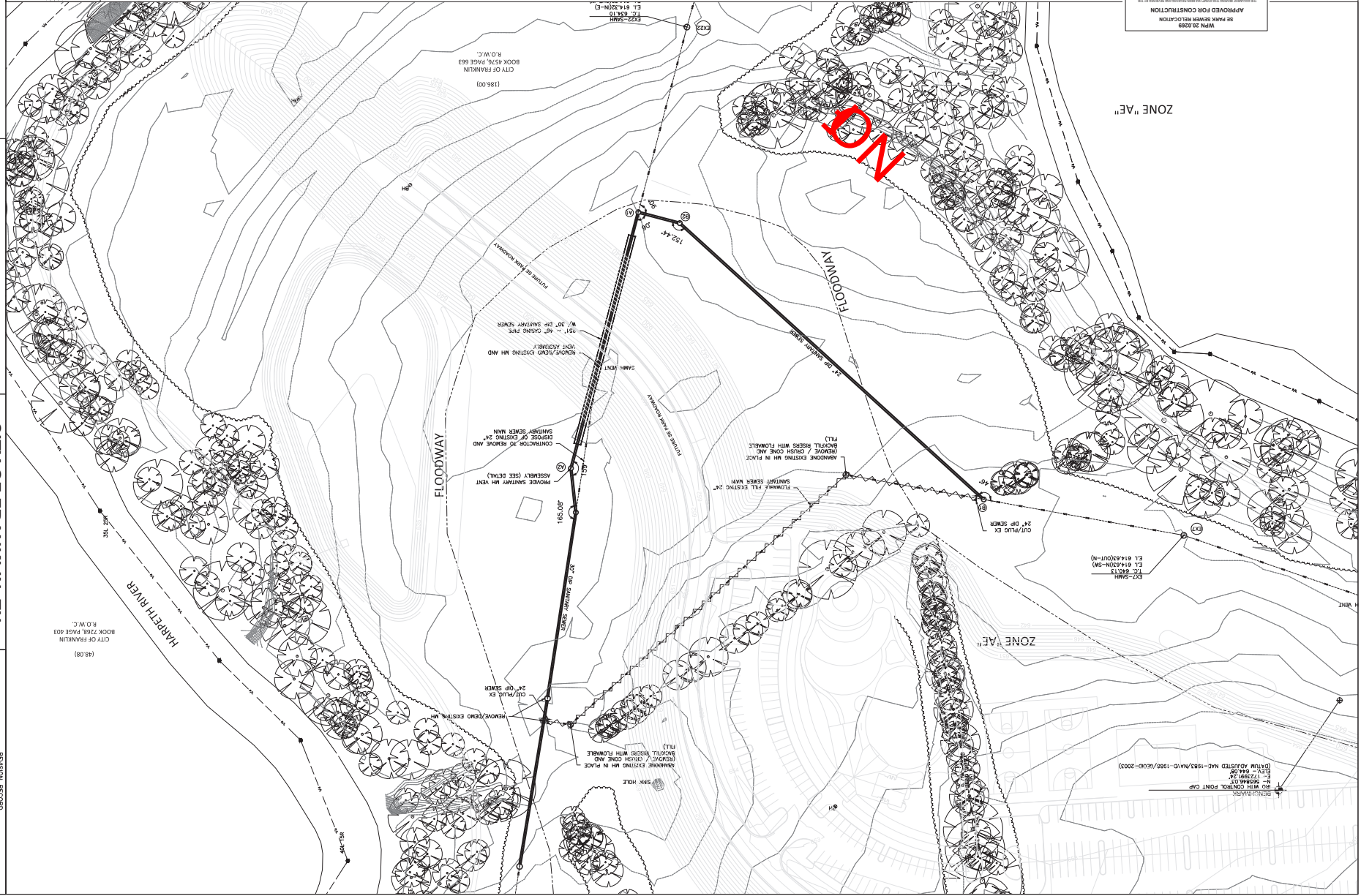
FRANKLIN, TN 37064

615-791-3218

NO DATE

REVISION RECORD

DESCRIPTION



BID TABULATION Carothers Parkway Widening and Southeast Municipal Complex Entrance (COF Contract No. 2020-0261)																					
ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	ENGINEER'S ESTIMATE <i>(October 2020)</i>		KIEWIT INFRASTRUCTURE SOUTH CO.		BELL & ASSOCIATES CONSTRUCTION, LLC		DEMENT CONSTRUCTION COMPANY, LLC		BROWN BUILDERS, INC.		EUTAW CONSTRUCTION CO., INC.		SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC		JONES BROS. CONTRACTORS, LLC		SUMMERS-TAYLOR, INC. (SIMPSON CONSTRUCTION)	
				UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 325,000.00	\$ 325,000.00	\$ 65,000.00	\$ 65,000.00	\$ 42,000.00	\$ 42,000.00	\$ 60,000.00	\$ 60,000.00	\$ 90,000.00	\$ 90,000.00	\$ 215,000.00	\$ 215,000.00	\$ 90,000.00	\$ 90,000.00	\$ 50,000.00	\$ 50,000.00
201-01	CLEARING AND GRUBBING	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 135,000.00	\$ 135,000.00	\$ 200,000.00	\$ 200,000.00	\$ 289,500.00	\$ 289,500.00	\$ 50,000.00	\$ 50,000.00	\$ 130,000.00	\$ 130,000.00	\$ 966,085.00	\$ 966,085.00	\$ 520,000.00	\$ 520,000.00	\$ 40,500.00	\$ 40,500.00
202-03	REMOVAL OF RIGID PAVEMENT, SIDEWALK, ETC.	S.Y.	61	\$ 35.57	\$ 2,169.74	\$ 8.50	\$ 518.50	\$ 14.00	\$ 854.00	\$ 25.00	\$ 1,525.00	\$ 13.50	\$ 823.50	\$ 18.50	\$ 1,128.50	\$ 13.00	\$ 793.00	\$ 30.00	\$ 1,830.00	\$ 13.50	\$ 823.50
202-08.15	REMOVAL OF CURB AND GUTTER	L.F.	952	\$ 23.07	\$ 21,961.69	\$ 12.50	\$ 11,900.00	\$ 6.00	\$ 5,712.00	\$ 10.00	\$ 9,520.00	\$ 4.75	\$ 4,522.00	\$ 8.45	\$ 8,044.40	\$ 4.50	\$ 4,284.00	\$ 1.15	\$ 1,094.80	\$ 4.75	\$ 4,522.00
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	18,900	\$ 15.82	\$ 299,073.60	\$ 9.00	\$ 170,100.00	\$ 7.00	\$ 132,300.00	\$ 8.00	\$ 151,200.00	\$ 11.00	\$ 207,900.00	\$ 6.50	\$ 122,850.00	\$ 10.50	\$ 198,450.00	\$ 5.00	\$ 94,500.00	\$ 11.00	\$ 207,900.00
203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	42,490	\$ 23.33	\$ 991,440.42	\$ 18.00	\$ 764,820.00	\$ 18.00	\$ 764,820.00	\$ 13.50	\$ 573,615.00	\$ 23.00	\$ 977,270.00	\$ 11.50	\$ 488,635.00	\$ 21.80	\$ 926,282.00	\$ 23.50	\$ 998,515.00	\$ 23.00	\$ 977,270.00
203-04	PLACING AND SPREADING TOPSOIL	C.Y.	700	\$ 20.44	\$ 14,304.85	\$ 15.00	\$ 10,500.00	\$ 15.00	\$ 10,500.00	\$ 10.00	\$ 7,000.00	\$ 19.50	\$ 13,650.00	\$ 10.00	\$ 7,000.00	\$ 18.50	\$ 12,950.00	\$ 17.50	\$ 12,250.00	\$ 19.50	\$ 13,650.00
204-02.01	DRY EXCAVATION (BRIDGES)	C.Y.	150	\$ 21.57	\$ 3,236.10	\$ 22.00	\$ 3,300.00	\$ 20.00	\$ 3,000.00	\$ 14.00	\$ 2,100.00	\$ 30.00	\$ 4,500.00	\$ 30.00	\$ 4,500.00	\$ 66.00	\$ 9,900.00	\$ 30.00	\$ 4,500.00	\$ 39.50	\$ 5,925.00
209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	13,800	\$ 5.38	\$ 74,271.60	\$ 4.00	\$ 55,200.00	\$ 5.00	\$ 69,000.00	\$ 3.00	\$ 41,400.00	\$ 4.15	\$ 57,270.00	\$ 4.30	\$ 59,340.00	\$ 5.00	\$ 69,000.00	\$ 4.25	\$ 58,650.00	\$ 3.60	\$ 49,680.00
209-08.08	ENHANCED ROCK CHECK DAM	EACH	35	\$ 652.90	\$ 22,851.54	\$ 525.00	\$ 18,375.00	\$ 450.00	\$ 15,750.00	\$ 425.00	\$ 14,875.00	\$ 385.00	\$ 13,475.00	\$ 282.00	\$ 9,870.00	\$ 551.98	\$ 19,319.30	\$ 425.00	\$ 14,875.00	\$ 403.00	\$ 14,105.00
209-09.03	SEDIMENT FILTER BAG (15' X 15')	EACH	6	\$ 794.51	\$ 4,767.07	\$ 495.00	\$ 2,970.00	\$ 160.00	\$ 960.00	\$ 150.00	\$ 900.00	\$ 415.00	\$ 2,490.00	\$ 150.00	\$ 900.00	\$ 426.58	\$ 2,559.48	\$ 150.00	\$ 900.00	\$ 1,310.00	\$ 7,860.00
209-09.43	CURB INLET PROTECTION (TYPE 4)	EACH	46	\$ 244.77	\$ 11,259.24	\$ 195.00	\$ 8,970.00	\$ 160.00	\$ 7,360.00	\$ 150.00	\$ 6,900.00	\$ 220.00	\$ 10,120.00	\$ 150.00	\$ 6,900.00	\$ 190.78	\$ 8,775.88	\$ 150.00	\$ 6,900.00	\$ 181.00	\$ 8,326.00
209-10.01	TEMPORARY DEWATERING STRUCTURE	C.Y.	298	\$ 12.65	\$ 3,769.70	\$ 50.00	\$ 14,900.00	\$ 13.00	\$ 3,874.00	\$ 15.00	\$ 4,470.00	\$ 40.50	\$ 12,069.00	\$ 35.00	\$ 10,430.00	\$ 40.43	\$ 12,048.14	\$ 10.50	\$ 3,129.00	\$ 40.00	\$ 11,920.00
209-40.33	CATCH BASIN PROTECTION (TYPE D)	EACH	28	\$ 435.92	\$ 12,205.73	\$ 410.00	\$ 11,480.00	\$ 160.00	\$ 4,480.00	\$ 150.00	\$ 4,200.00	\$ 250.00	\$ 7,000.00	\$ 150.00	\$ 4,200.00	\$ 337.62	\$ 9,453.36	\$ 150.00	\$ 4,200.00	\$ 284.00	\$ 7,952.00
209-99.92	CONSTRUCTION ENTRANCE	LS	1	\$ 535,000.00	\$ 535,000.00	\$ 75,000.00	\$ 75,000.00	\$ 60,000.00	\$ 60,000.00	\$ 50,000.00	\$ 50,000.00	\$ 450,000.00	\$ 450,000.00	\$ 25,000.00	\$ 25,000.00	\$ 471,210.00	\$ 471,210.00	\$ 4,000.00	\$ 4,000.00	\$ 670,400.00	\$ 670,400.00
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	6,426	\$ 27.26	\$ 175,140.63	\$ 20.00	\$ 128,520.00	\$ 21.00	\$ 134,946.00	\$ 20.00	\$ 128,520.00	\$ 28.00	\$ 179,928.00	\$ 22.00	\$ 141,372.00	\$ 19.75	\$ 126,913.50	\$ 18.25	\$ 117,274.50	\$ 20.50	\$ 131,733.00
303-01.03	GRANULAR BACKFILL (BRIDGES)	TON	56	\$ 44.76	\$ 2,506.45	\$ 32.00	\$ 1,792.00	\$ 27.00	\$ 1,512.00	\$ 70.00	\$ 3,920.00	\$ 50.00	\$ 2,800.00	\$ 38.00	\$ 2,128.00	\$ 27.04	\$ 1,514.24	\$ 45.00	\$ 2,520.00	\$ 36.50	\$ 2,044.00
303-10.01	MINERAL AGGREGATE (SIZE 57)	TON	5,971	\$ 47.15	\$ 281,532.65	\$ 27.50	\$ 164,202.50	\$ 26.00	\$ 155,246.00	\$ 45.00	\$ 268,695.00	\$ 35.00	\$ 208,985.00	\$ 28.00	\$ 167,188.00	\$ 24.80	\$ 148,080.80	\$ 24.50	\$ 146,289.50	\$ 26.00	\$ 155,246.00
307-01.21	ASP. CONC. MIX (PG70-22) (BPMB-HM) GR. A-S	TON	1,125	\$ 95.15	\$ 107,044.88	\$ 70.00	\$ 78,750.00	\$ 57.00	\$ 64,125.00	\$ 56.15	\$ 63,168.75	\$ 57.50	\$ 64,687.50	\$ 59.00	\$ 66,375.00	\$ 70.80	\$ 79,650.00	\$ 100.00	\$ 112,500.00	\$ 58.00	\$ 65,250.00
307-02.01	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING A	TON	1,645	\$ 96.14	\$ 158,150.30	\$ 58.00	\$ 95,410.00	\$ 54.00	\$ 88,830.00	\$ 53.95	\$ 88,747.75	\$ 55.00	\$ 90,475.00	\$ 56.00	\$ 92,120.00	\$ 68.85	\$ 113,258.25	\$ 82.00	\$ 134,890.00	\$ 55.50	\$ 91,297.50
307-02.08	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING B-M2	TON	1,010	\$ 107.58	\$ 108,658.33	\$ 62.00	\$ 62,620.00	\$ 57.00	\$ 57,570.00	\$ 56.15	\$ 56,711.50	\$ 57.50	\$ 58,075.00	\$ 60.00	\$ 60,600.00	\$ 74.15	\$ 74,891.50	\$ 90.00	\$ 90,900.00	\$ 58.00	\$ 58,580.00
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	10	\$ 877.20	\$ 8,771.97	\$ 925.00	\$ 9,250.00	\$ 900.00	\$ 9,000.00	\$ 845.00	\$ 8,450.00	\$ 850.00	\$ 8,500.00	\$ 917.85	\$ 9,178.50	\$ 830.00	\$ 8,300.00	\$ 1,250.00	\$ 12,500.00	\$ 875.00	\$ 8,750.00
402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	36	\$ 45.79	\$ 1,648.55	\$ 30.00	\$ 1,080.00	\$ 30.00	\$ 1,080.00	\$ 28.20	\$ 1,015.20	\$ 28.75	\$ 1,035.00	\$ 31.00	\$ 1,116.00	\$ 47.00	\$ 1,692.00	\$ 75.00	\$ 2,700.00	\$ 29.00	\$ 1,044.00
403-02.01	TRACKLESS TACK COAT	TON	9	\$ 1,005.53	\$ 9,049.73	\$ 1,150.00	\$ 10,350.00	\$ 950.00	\$ 8,550.00	\$ 930.00	\$ 8,370.00	\$ 950.00	\$ 8,550.00	\$ 1,000.00	\$ 9,000.00	\$ 1,000.00	\$ 9,000.00	\$ 1,000.00	\$ 9,000.00	\$ 965.00	\$ 8,685.00
406-03.02	STEEL BAR REINFORCEMENT (BRIDGES)	LB.	69,511	\$ 1.50	\$ 103,918.95	\$ 0.90	\$ 62,559.90	\$ 0.80	\$ 55,608.80	\$ 0.85	\$ 59,084.35	\$ 1.05	\$ 72,986.55	\$ 1.35	\$ 93,839.85	\$ 0.88	\$ 61,169.68	\$ 1.06	\$ 73,681.66	\$ 1.50	\$ 104,266.50
411-02.10	ACS MIX (PG70-22) GRADING D	TON	968	\$ 117.90	\$ 114,125.26	\$ 100.00	\$ 96,800.00	\$ 92.00	\$ 89,056.00	\$ 90.60	\$ 87,700.80	\$ 92.50	\$ 89,540.00	\$ 95.00	\$ 91,960.00	\$ 93.60	\$ 90,604.80	\$ 115.00	\$ 111,320.00	\$ 93.50	\$ 90,508.00
415-01.02	COLD PLANING BITUMINOUS PAVEMENT	S.Y.	5,028	\$ 5.34	\$ 26,829.41	\$ 3.50	\$ 17,598.00	\$ 3.10	\$ 15,586.80	\$ 3.00	\$ 15,084.00	\$ 3.00	\$ 15,084.00	\$ 3.25	\$ 16,341.00	\$ 2.45	\$ 12,318.60	\$ 3.05	\$ 15,335.40	\$ 3.25	\$ 16,341.00
602-04.01	STEEL STRUCTURES	LS	1	\$ 1,700,000.00	\$ 1,700,000.00	\$ 2,200,000.00	\$ 2,200,000.00	\$ 1,774,000.00	\$ 1,774,000.00	\$ 1,765,000.00	\$ 1,765,000.00	\$ 2,780,000.00	\$ 2,780,000.00	\$ 2,071,000.00	\$ 2,071,000.00	\$ 2,210,253.33	\$ 2,210,253.33	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,050,000.00	\$ 2,050,000.00
604-01.01	CLASS A CONCRETE (ROADWAY)	C.Y.	5	\$ 894.95	\$ 4,474.77	\$ 480.00	\$ 2,400.00	\$ 1,000.00	\$ 5,000.00	\$ 1,000.00	\$ 5,000.00	\$ 1,400.00	\$ 7,000.00	\$ 340.50	\$ 1,702.50	\$ 1,507.73	\$ 7,538.65	\$ 800.00	\$ 4,000.00	\$ 1,450.00	\$ 7,250.00
604-02.03	EPOXY COATED REINFORCING STEEL	LB.	263,107	\$ 1.61	\$ 423,602.27	\$ 1.00	\$ 263,107.00	\$ 0.90	\$ 236,796.30	\$ 0.92	\$ 242,058.44	\$ 1.10	\$ 289,417.70	\$ 1.20	\$ 315,728.40	\$ 1.01	\$ 265,738.07	\$ 1.00	\$ 263,107.00	\$ 1.00	\$ 263,107.00
604-03.01	CLASS 'A' CONCRETE	C.Y.	247	\$ 882.43	\$ 217,960.09	\$ 1,050.00	\$ 259,350.00	\$ 500.00	\$ 123,500.00	\$ 700.00	\$ 172,900.00	\$ 885.00	\$ 218,595.00	\$ 655.00	\$ 161,785.00	\$ 1,300.00	\$ 321,100.00	\$ 800.00	\$ 197,600.00	\$ 1,180.00	\$ 291,460.00
604-03.04	PAVEMENT AT BRIDGE ENDS	S.Y.	276	\$ 356.72	\$ 98,454.31	\$ 196.00	\$ 54,096.00	\$ 190.00	\$ 52,440.00	\$ 200.00	\$ 55,200.00	\$ 250.00	\$ 69,000.00	\$ 280.00	\$ 77,280.00	\$ 217.24	\$ 59,958.24	\$ 195.00	\$ 53,820.00	\$ 270.00	\$ 74,520.00
604-03.09	CLASS 'D' CONCRETE (BRIDGE DECK)	C.Y.	738	\$ 782.00	\$ 577,116.00	\$ 925.00	\$ 682,650.00	\$ 470.00	\$ 346,860.00	\$ 800.00	\$ 590,400.00	\$ 700.00	\$ 516,600.00	\$ 535.00	\$ 394,830.00	\$ 570.21	\$ 420,814.98	\$ 625.00	\$ 461,250.00	\$ 675.00	\$ 498,150.00
604-04.01	APPLIED TEXTURE FINISH (NEW STRUCTURES)	S.Y.	2,302	\$ 8.27	\$ 19,034.09	\$ 8.00	\$ 18,416.00	\$ 8.00	\$ 18,416.00	\$ 10.00	\$ 23,020.00	\$ 6.50	\$ 14,963.00	\$ 8.65	\$ 19,912.30	\$ 6.25	\$ 14,387.50	\$ 7.95	\$ 18,300.90	\$ 9.00	\$ 20,718.00
604-04.10	GRAFFITI PROTECTION SYSTEM	S.Y.	237	\$ 15.00	\$ 3,555.00	\$ 14.50	\$ 3,436.50	\$ 14.00	\$ 3,318.00	\$ 15.00	\$ 3,555.00	\$ 8.00	\$ 1,896.00	\$ 14.50	\$ 3,436.50	\$ 6.50	\$ 1,540.50	\$ 13.50	\$ 3,199.50	\$ 14.00	\$ 3,318.00
604-11.01	EXPANSION DEVICE (EACH ABUTMENT, 4' MOVEMENT)	L.F.	104	\$ 1,020.86	\$ 106,168.92	\$ 80.00	\$ 8,320.00	\$ 400.00	\$ 41,600.00	\$ 1,000.00	\$ 104,000.00	\$ 550.00	\$ 57,200.00	\$ 660.00	\$ 68,640.00	\$ 1,500.49	\$ 156,050.96	\$ 390.00	\$ 40,560.00	\$ 520.00	\$ 54,080.00
606-02.03	STEEL PILES (10 INCH)	L.F.	905	\$ 56.93	\$ 51,517.13	\$ 90.00	\$ 81,450.00	\$ 35.00	\$ 31,675.00	\$ 40.00	\$ 36,200.00	\$ 38.50	\$ 34,842.50	\$ 40.50	\$ 36,652.50	\$ 320.55	\$ 290,097.75	\$ 50.00	\$ 45,250.00	\$ 55.00	\$ 49,775.00
606-02.06	PILE TIPS (STEEL PILES, 10 INCH)	EACH	36	\$ 174.80	\$ 6,292.80	\$ 105.00	\$ 3,780.00	\$ 100.00	\$ 3,600.00	\$ 250.00	\$ 9,000.00	\$ 105.00	\$ 3,780.00	\$ 135.50	\$ 4,878.00	\$ 90.13	\$ 3,244.68	\$ 165.00	\$ 5,940.00	\$ 126.00	\$ 4,536.00
607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	1,272	\$ 112.56	\$ 143,178.86	\$ 100.00	\$ 127,200.00	\$ 44.00	\$ 55,968.00	\$ 70.00	\$ 89,040.00	\$ 63.00	\$ 80,136.00	\$ 56.10	\$ 71,359.20	\$ 60.00	\$ 76,320.00	\$ 60.00	\$ 76,320.00	\$ 62.50	\$ 79,500.00

BID TABULATION																					
Carothers Parkway Widening and Southeast Municipal Complex Entrance (COF Contract No. 2020-0261)																					
ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	ENGINEER'S ESTIMATE (October 2020)		KIEWIT INFRASTRUCTURE SOUTH CO.		BELL & ASSOCIATES CONSTRUCTION, LLC		DEMENT CONSTRUCTION COMPANY, LLC		BROWN BUILDERS, INC.		EUTAW CONSTRUCTION CO., INC.		SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC		JONES BROS. CONTRACTORS, LLC		SUMMERS-TAYLOR, INC. (SIMPSON CONSTRUCTION)	
				UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)
607-06.02	30" CONCRETE PIPE CULVERT (CLASS III)	L.F.	295	\$ 172.50	\$ 50,887.50	\$ 110.00	\$ 32,450.00	\$ 133.00	\$ 39,235.00	\$ 110.00	\$ 32,450.00	\$ 92.00	\$ 27,140.00	\$ 74.90	\$ 22,095.50	\$ 87.50	\$ 25,812.50	\$ 90.00	\$ 26,550.00	\$ 91.50	\$ 26,992.50
607-07.02	36" CONCRETE PIPE CULVERT (CLASS III)	L.F.	15	\$ 199.23	\$ 2,988.39	\$ 256.00	\$ 3,840.00	\$ 125.00	\$ 1,875.00	\$ 140.00	\$ 2,100.00	\$ 180.00	\$ 2,700.00	\$ 161.20	\$ 2,418.00	\$ 170.00	\$ 2,550.00	\$ 115.00	\$ 1,725.00	\$ 178.00	\$ 2,670.00
610-10.04	DRAINAGE SYSTEM (BRIDGE DECK) (CLOSED SYSTEM)	LS	1	\$ 45,000.00	\$ 45,000.00	\$ 150,000.00	\$ 150,000.00	\$ 70,000.00	\$ 70,000.00	\$ 50,000.00	\$ 50,000.00	\$ 65,000.00	\$ 65,000.00	\$ 75,000.00	\$ 75,000.00	\$ 87,005.34	\$ 87,005.34	\$ 70,000.00	\$ 70,000.00	\$ 151,000.00	\$ 151,000.00
610-10.45	DECK DRAINS (54" ACO GALVANIZED SCUPPER)	EACH	14	\$ 2,090.70	\$ 29,269.80	\$ 2,800.00	\$ 39,200.00	\$ 1,000.00	\$ 14,000.00	\$ 1,500.00	\$ 21,000.00	\$ 1,325.00	\$ 18,550.00	\$ 1,250.00	\$ 17,500.00	\$ 1,024.67	\$ 14,345.38	\$ 1,100.00	\$ 15,400.00	\$ 1,250.00	\$ 17,500.00
611-01.02	MANHOLES, > 4' - 8' DEPTH	EACH	2	\$ 7,131.84	\$ 14,263.68	\$ 9,250.00	\$ 18,500.00	\$ 4,500.00	\$ 9,000.00	\$ 6,000.00	\$ 12,000.00	\$ 6,700.00	\$ 13,400.00	\$ 7,295.50	\$ 14,591.00	\$ 6,350.00	\$ 12,700.00	\$ 4,650.00	\$ 9,300.00	\$ 6,700.00	\$ 13,400.00
611-01.03	MANHOLES, > 8' - 12' DEPTH	EACH	1	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 6,400.00	\$ 6,400.00	\$ 9,000.00	\$ 9,000.00	\$ 8,000.00	\$ 8,000.00	\$ 9,627.75	\$ 9,627.75	\$ 7,730.00	\$ 7,730.00	\$ 4,750.00	\$ 4,750.00	\$ 8,000.00	\$ 8,000.00
611-07.01	CLASS A CONCRETE (PIPE ENDWALLS)	C.Y.	11	\$ 1,460.17	\$ 16,061.83	\$ 820.00	\$ 9,020.00	\$ 800.00	\$ 8,800.00	\$ 1,000.00	\$ 11,000.00	\$ 1,500.00	\$ 16,500.00	\$ 1,315.00	\$ 14,465.00	\$ 1,400.00	\$ 15,400.00	\$ 1,500.00	\$ 16,500.00	\$ 1,460.00	\$ 16,060.00
611-07.02	STEEL BAR REINFORCEMENT (PIPE ENDWALLS)	LB.	954	\$ 3.15	\$ 3,006.05	\$ 1.25	\$ 1,192.50	\$ 1.00	\$ 954.00	\$ 3.00	\$ 2,862.00	\$ 3.25	\$ 3,100.50	\$ 2.15	\$ 2,051.10	\$ 3.10	\$ 2,957.40	\$ 1.35	\$ 1,287.90	\$ 3.25	\$ 3,100.50
611-09.02	REWORK CATCH BASIN	EACH	4	\$ 1,405.55	\$ 5,622.21	\$ 2,800.00	\$ 11,200.00	\$ 1,000.00	\$ 4,000.00	\$ 1,000.00	\$ 4,000.00	\$ 1,125.00	\$ 4,500.00	\$ 1,166.50	\$ 4,666.00	\$ 1,070.00	\$ 4,280.00	\$ 1,350.00	\$ 5,400.00	\$ 1,200.00	\$ 4,800.00
611-12.01	CATCH BASINS, TYPE 12, 0' - 4' DEPTH	EACH	1	\$ 4,113.16	\$ 4,113.16	\$ 7,650.00	\$ 7,650.00	\$ 5,400.00	\$ 5,400.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,605.00	\$ 3,605.00	\$ 4,730.00	\$ 4,730.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
611-12.02	CATCH BASINS, TYPE 12, > 4' - 8' DEPTH	EACH	16	\$ 4,789.34	\$ 76,629.38	\$ 5,400.00	\$ 86,400.00	\$ 2,800.00	\$ 44,800.00	\$ 5,000.00	\$ 80,000.00	\$ 5,600.00	\$ 89,600.00	\$ 3,862.00	\$ 61,792.00	\$ 5,350.00	\$ 85,600.00	\$ 5,500.00	\$ 88,000.00	\$ 5,600.00	\$ 89,600.00
611-12.03	CATCH BASINS, TYPE 12, > 8' - 12' DEPTH	EACH	3	\$ 7,914.33	\$ 23,743.00	\$ 7,750.00	\$ 23,250.00	\$ 4,500.00	\$ 13,500.00	\$ 8,000.00	\$ 24,000.00	\$ 8,300.00	\$ 24,900.00	\$ 4,890.50	\$ 14,671.50	\$ 7,920.00	\$ 23,760.00	\$ 6,500.00	\$ 19,500.00	\$ 8,300.00	\$ 24,900.00
611-14.02	CATCH BASINS, TYPE 14, > 4' - 8' DEPTH	EACH	5	\$ 10,370.77	\$ 51,853.85	\$ 11,500.00	\$ 57,500.00	\$ 7,600.00	\$ 38,000.00	\$ 8,000.00	\$ 40,000.00	\$ 9,800.00	\$ 49,000.00	\$ 7,146.25	\$ 35,731.25	\$ 9,350.00	\$ 46,750.00	\$ 7,000.00	\$ 35,000.00	\$ 9,800.00	\$ 49,000.00
611-42.02	CATCH BASINS, TYPE 42, > 4' - 8' DEPTH	EACH	1	\$ 5,985.09	\$ 5,985.09	\$ 9,200.00	\$ 9,200.00	\$ 5,700.00	\$ 5,700.00	\$ 5,000.00	\$ 5,000.00	\$ 7,800.00	\$ 7,800.00	\$ 6,882.50	\$ 6,882.50	\$ 7,450.00	\$ 7,450.00	\$ 5,500.00	\$ 5,500.00	\$ 7,800.00	\$ 7,800.00
611-42.03	CATCH BASINS, TYPE 42, > 8' - 12' DEPTH	EACH	1	\$ 7,500.00	\$ 7,500.00	\$ 12,900.00	\$ 12,900.00	\$ 8,200.00	\$ 8,200.00	\$ 7,000.00	\$ 7,000.00	\$ 13,200.00	\$ 13,200.00	\$ 9,593.75	\$ 9,593.75	\$ 12,540.00	\$ 12,540.00	\$ 6,500.00	\$ 6,500.00	\$ 13,000.00	\$ 13,000.00
620-03.10	TRAFFIC RAIL	L.F.	630	\$ 207.00	\$ 130,410.00	\$ 165.00	\$ 103,950.00	\$ 175.00	\$ 110,250.00	\$ 300.00	\$ 189,000.00	\$ 205.00	\$ 129,150.00	\$ 140.00	\$ 88,200.00	\$ 215.78	\$ 135,941.40	\$ 170.00	\$ 107,100.00	\$ 302.00	\$ 190,260.00
620-03.11	MEDIAN BARRIER RAIL	L.F.	596	\$ 207.00	\$ 123,372.00	\$ 105.00	\$ 62,580.00	\$ 165.00	\$ 98,340.00	\$ 300.00	\$ 178,800.00	\$ 180.00	\$ 107,280.00	\$ 134.00	\$ 79,864.00	\$ 158.83	\$ 94,662.68	\$ 170.00	\$ 101,320.00	\$ 325.00	\$ 193,700.00
620-03.12	PEDESTRIAN RAIL	L.F.	528	\$ 250.00	\$ 132,000.00	\$ 375.00	\$ 198,000.00	\$ 200.00	\$ 105,600.00	\$ 250.00	\$ 132,000.00	\$ 220.00	\$ 116,160.00	\$ 285.00	\$ 150,480.00	\$ 190.98	\$ 100,837.44	\$ 200.00	\$ 105,600.00	\$ 469.00	\$ 247,632.00
625-02.01	DRILLED SHAFT - SOIL (5'-0")	V.F.	101	\$ 1,015.14	\$ 102,529.09	\$ 310.00	\$ 31,310.00	\$ 400.00	\$ 40,400.00	\$ 120.00	\$ 12,120.00	\$ 90.00	\$ 9,090.00	\$ 145.00	\$ 14,645.00	\$ 400.00	\$ 40,400.00	\$ 120.00	\$ 12,120.00	\$ 290.00	\$ 29,290.00
625-02.13	DRILLED SHAFT - ROCK (3'-6")	V.F.	90	\$ 1,784.92	\$ 160,642.35	\$ 500.00	\$ 45,000.00	\$ 650.00	\$ 58,500.00	\$ 450.00	\$ 40,500.00	\$ 410.00	\$ 36,900.00	\$ 480.00	\$ 43,200.00	\$ 700.00	\$ 63,000.00	\$ 450.00	\$ 40,500.00	\$ 655.00	\$ 58,950.00
625-02.25	DRILLED SHAFT CASING - PERMANENT (5'-0" INSIDE DIA. STEEL)	V.F.	101	\$ 565.89	\$ 57,155.09	\$ 405.00	\$ 40,905.00	\$ 380.00	\$ 38,380.00	\$ 370.00	\$ 37,370.00	\$ 475.00	\$ 47,975.00	\$ 400.00	\$ 40,400.00	\$ 600.00	\$ 60,600.00	\$ 370.00	\$ 37,370.00	\$ 440.00	\$ 44,440.00
625-02.40	DRILLED SHAFT (SH-SCC) CONCRETE	C.Y.	106	\$ 830.06	\$ 87,986.20	\$ 850.00	\$ 90,100.00	\$ 440.00	\$ 46,640.00	\$ 400.00	\$ 42,400.00	\$ 330.00	\$ 34,980.00	\$ 460.55	\$ 48,818.30	\$ 800.00	\$ 84,800.00	\$ 400.00	\$ 42,400.00	\$ 567.00	\$ 60,102.00
625-02.43	CONCRETE CORING	V.F.	203	\$ 322.00	\$ 65,366.00	\$ 60.00	\$ 12,180.00	\$ 100.00	\$ 20,300.00	\$ 100.00	\$ 20,300.00	\$ 170.00	\$ 34,510.00	\$ 400.00	\$ 81,200.00	\$ 64.94	\$ 13,182.82	\$ 85.00	\$ 17,255.00	\$ 105.00	\$ 21,315.00
626-01.01	AGGREGATE FOUNDATION SYSTEMS	LS	1	\$ 800,000.00	\$ 800,000.00	\$ 325,000.00	\$ 325,000.00	\$ 200,000.00	\$ 200,000.00	\$ 225,000.00	\$ 225,000.00	\$ 800,000.00	\$ 800,000.00	\$ 220,000.00	\$ 220,000.00	\$ 396,442.65	\$ 396,442.6				

BID TABULATION Carothers Parkway Widening and Southeast Municipal Complex Entrance (COF Contract No. 2020-0261)																					
ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	ENGINEER'S ESTIMATE (October 2020)		KIEWIT INFRASTRUCTURE SOUTH CO.		BELL & ASSOCIATES CONSTRUCTION, LLC		DEMENT CONSTRUCTION COMPANY, LLC		BROWN BUILDERS, INC.		EUTAW CONSTRUCTION CO., INC.		SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC		JONES BROS. CONTRACTORS, LLC		SUMMERS-TAYLOR, INC. (SIMPSON CONSTRUCTION)	
				UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)
712-05.01	WARNING LIGHTS (TYPE A)	EACH	4	\$ 25.43	\$ 101.71	\$ 50.00	\$ 200.00	\$ 42.00	\$ 168.00	\$ 40.00	\$ 160.00	\$ 44.00	\$ 176.00	\$ 43.45	\$ 173.80	\$ 40.00	\$ 160.00	\$ 40.00	\$ 160.00	\$ 41.50	\$ 166.00
712-05.02	WARNING LIGHTS (TYPE B)	EACH	4	\$ 25.00	\$ 100.00	\$ 220.00	\$ 880.00	\$ 180.00	\$ 720.00	\$ 175.00	\$ 700.00	\$ 190.00	\$ 760.00	\$ 190.10	\$ 760.40	\$ 175.00	\$ 700.00	\$ 175.00	\$ 700.00	\$ 181.00	\$ 724.00
712-06	SIGNS (CONSTRUCTION)	S.F.	165.5	\$ 9.40	\$ 1,554.96	\$ 8.00	\$ 1,324.00	\$ 7.00	\$ 1,158.50	\$ 6.50	\$ 1,075.75	\$ 7.50	\$ 1,241.25	\$ 7.05	\$ 1,166.78	\$ 6.50	\$ 1,075.75	\$ 6.50	\$ 1,075.75	\$ 7.00	\$ 1,158.50
712-07.03	TEMPORARY BARRICADES (TYPE III)	L.F.	156	\$ 27.40	\$ 4,275.10	\$ 30.00	\$ 4,680.00	\$ 25.00	\$ 3,900.00	\$ 24.00	\$ 3,744.00	\$ 26.00	\$ 4,056.00	\$ 26.05	\$ 4,063.80	\$ 24.00	\$ 3,744.00	\$ 24.00	\$ 3,744.00	\$ 25.00	\$ 3,900.00
713-02.21	SIGN POST DELINEATION ENHANCEMENT	L.F.	92	\$ 6.81	\$ 626.34	\$ 13.00	\$ 1,196.00	\$ 5.00	\$ 460.00	\$ 5.00	\$ 460.00	\$ 5.50	\$ 506.00	\$ 5.45	\$ 501.40	\$ 5.00	\$ 460.00	\$ 5.00	\$ 460.00	\$ 5.50	\$ 506.00
713-11.02	PERFORATED/KNOCKOUT SQUARE TUBE POST	LB.	418	\$ 4.17	\$ 1,744.94	\$ 4.25	\$ 1,776.50	\$ 4.20	\$ 1,755.60	\$ 4.00	\$ 1,672.00	\$ 4.50	\$ 1,881.00	\$ 4.35	\$ 1,818.30	\$ 4.00	\$ 1,672.00	\$ 4.00	\$ 1,672.00	\$ 4.50	\$ 1,881.00
713-11.21	P POST SLIP BASE	EACH	20	\$ 441.66	\$ 8,833.15	\$ 375.00	\$ 7,500.00	\$ 370.00	\$ 7,400.00	\$ 350.00	\$ 7,000.00	\$ 385.00	\$ 7,700.00	\$ 380.20	\$ 7,604.00	\$ 350.00	\$ 7,000.00	\$ 350.00	\$ 7,000.00	\$ 375.00	\$ 7,500.00
713-13.02	FLAT ALUMINUM SIGNS (0.080" THICK)	S.F.	138.25	\$ 15.35	\$ 2,122.48	\$ 14.00	\$ 1,935.50	\$ 13.50	\$ 1,866.38	\$ 13.00	\$ 1,797.25	\$ 14.00	\$ 1,935.50	\$ 14.10	\$ 1,949.33	\$ 13.00	\$ 1,797.25	\$ 13.00	\$ 1,797.25	\$ 13.50	\$ 1,866.38
713-15	REMOVAL OF SIGNS, POSTS AND FOOTINGS	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 15,000.00	\$ 15,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,613.00	\$ 1,613.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00
713-16.01	CHANGEABLE MESSAGE SIGN UNIT	EACH	4	\$ 6,961.70	\$ 27,846.79	\$ 8,500.00	\$ 34,000.00	\$ 8,500.00	\$ 34,000.00	\$ 8,000.00	\$ 32,000.00	\$ 8,500.00	\$ 34,000.00	\$ 8,689.75	\$ 34,759.00	\$ 8,000.00	\$ 32,000.00	\$ 8,000.00	\$ 32,000.00	\$ 8,270.00	\$ 33,080.00
713-16.20	SIGNS (NOTICE/NO CLIMBING)	EACH	6	\$ 300.00	\$ 1,800.00	\$ 250.00	\$ 1,500.00	\$ 210.00	\$ 1,260.00	\$ 200.00	\$ 1,200.00	\$ 220.00	\$ 1,320.00	\$ 217.25	\$ 1,303.50	\$ 200.00	\$ 1,200.00	\$ 200.00	\$ 1,200.00	\$ 210.00	\$ 1,260.00
713-16.22	SIGNS (SOUTHEAST PARK 93.3)	EACH	2	\$ 1,000.00	\$ 2,000.00	\$ 1,850.00	\$ 3,700.00	\$ 1,600.00	\$ 3,200.00	\$ 1,500.00	\$ 3,000.00	\$ 1,650.00	\$ 3,300.00	\$ 1,629.25	\$ 3,258.50	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,550.00	\$ 3,100.00
713-16.41	RELOCATE SIGN	LS	1	\$ 2,290.51	\$ 2,290.51	\$ 10,000.00	\$ 10,000.00	\$ 1,000.00	\$ 1,000.00	\$ 250.00	\$ 250.00	\$ 10,000.00	\$ 10,000.00	\$ 1,613.00	\$ 1,613.00	\$ 250.00	\$ 250.00	\$ 2,000.00	\$ 2,000.00	\$ 2,300.00	\$ 2,300.00
714-01.01	STRUCTURAL LIGHTING	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 125,000.00	\$ 125,000.00	\$ 70,000.00	\$ 70,000.00	\$ 135,600.00	\$ 135,600.00	\$ 70,000.00	\$ 70,000.00	\$ 67,000.00	\$ 67,000.00	\$ 63,860.00	\$ 63,860.00	\$ 126,386.00	\$ 126,386.00	\$ 84,000.00	\$ 84,000.00
714-01.38	LIGHT POLE RELOCATION	EACH	6	\$ 5,000.00	\$ 30,000.00	\$ 1,700.00	\$ 10,200.00	\$ 2,400.00	\$ 14,400.00	\$ 4,900.00	\$ 29,400.00	\$ 2,475.00	\$ 14,850.00	\$ 2,472.00	\$ 14,832.00	\$ 2,250.00	\$ 13,500.00	\$ 2,250.00	\$ 13,500.00	\$ 1,550.00	\$ 9,300.00
714-03.01	DIRECT BURIAL CONDUIT (2" PVC, SCHEDULE 80)	L.F.	1,765	\$ 15.00	\$ 26,475.00	\$ 11.50	\$ 20,297.50	\$ 13.00	\$ 22,945.00	\$ 13.25	\$ 23,386.25	\$ 13.00	\$ 22,945.00	\$ 13.20	\$ 23,298.00	\$ 12.00	\$ 21,180.00	\$ 12.00	\$ 21,180.00	\$ 10.75	\$ 18,973.75
714-03.03	DIRECT BURIAL CONDUIT (3" PVC, SCHEDULE 80)	L.F.	360	\$ 18.00	\$ 6,480.00	\$ 13.00	\$ 4,680.00	\$ 16.00	\$ 5,760.00	\$ 16.70	\$ 6,012.00	\$ 16.50	\$ 5,940.00	\$ 16.50	\$ 5,940.00	\$ 15.00	\$ 5,400.00	\$ 15.00	\$ 5,400.00	\$ 12.00	\$ 4,320.00
714-03.04	DIRECT BURIAL CONDUIT (1 1/2" PVC, SCHEDULE 80)	L.F.	38	\$ 14.50	\$ 551.00	\$ 10.00	\$ 380.00	\$ 13.00	\$ 494.00	\$ 12.20	\$ 463.60	\$ 13.00	\$ 494.00	\$ 13.20	\$ 501.60	\$ 12.00	\$ 456.00	\$ 12.00	\$ 456.00	\$ 10.00	\$ 380.00
714-03.05	DIRECT BURIAL CONDUIT (1" PVC, SCHEDULE 80)	L.F.	159	\$ 14.00	\$ 2,226.00	\$ 9.50	\$ 1,510.50	\$ 11.00	\$ 1,749.00	\$ 11.10	\$ 1,764.90	\$ 11.00	\$ 1,749.00	\$ 11.00	\$ 1,749.00	\$ 10.00	\$ 1,590.00	\$ 10.00	\$ 1,590.00	\$ 10.00	\$ 1,590.00
714-04.04	CONDUIT (3" PVC, SCHEDULE 80, DIRECTIONAL BORE)	L.F.	145	\$ 45.00	\$ 6,525.00	\$ 158.00	\$ 22,910.00	\$ 32.00	\$ 4,640.00	\$ 52.20	\$ 7,569.00	\$ 33.00	\$ 4,785.00	\$ 32.95	\$ 4,777.75	\$ 30.00	\$ 4,350.00	\$ 30.00	\$ 4,350.00	\$ 125.00	\$ 18,125.00
714-05.05	PULL BOX (SMALL SECONDARY)	EACH	9	\$ 526.93	\$ 4,742.37	\$ 1,000.00	\$ 9,000.00	\$ 650.00	\$ 5,850.00	\$ 700.00	\$ 6,300.00	\$ 650.00	\$ 5,850.00	\$ 659.25	\$ 5,933.25	\$ 600.00	\$ 5,400.00	\$ 600.00	\$ 5,400.00	\$ 830.00	\$ 7,470.00
714-05.06	PULL BOX (LARGE)	EACH	3	\$ 848.32	\$ 2,544.96	\$ 1,500.00	\$ 4,500.00	\$ 2,000.00	\$ 6,000.00	\$ 1,200.00	\$ 3,600.00	\$ 1,950.00	\$ 5,850.00	\$ 1,977.25	\$ 5,931.75	\$ 1,800.00	\$ 5,400.00	\$ 1,800.00	\$ 5,400.00	\$ 1,250.00	\$ 3,750.00
714-06.04	CABLE (1/C # 8 AWG)	L.F.	571	\$ 1.41	\$ 807.68	\$ 0.65	\$ 371.15	\$ 1.70	\$ 970.70	\$ 4.00	\$ 2,284.00	\$ 1.75	\$ 999.25	\$ 1.75	\$ 999.25	\$ 1.60	\$ 913.60	\$ 1.60	\$ 913.60	\$ 0.55	\$ 314.05
714-06.05	CABLE (1/C # 6 AWG)	L.F.	1,435	\$ 1.63	\$ 2,343.36	\$ 0.90	\$ 1,291.50	\$ 2.00	\$ 2,870.00	\$ 5.00	\$ 7,175.00	\$ 2.10	\$ 3,013.50	\$ 2.10	\$ 3,013.50	\$ 1.90	\$ 2,726.50	\$ 1.90	\$ 2,726.50	\$ 0.85	\$ 1,219.75
714-08.09	LIGHT STANDARDS (SSA3066J)	EACH	2	\$ 3,500.00	\$ 7,000.00	\$ 5,700.00	\$ 11,400.00	\$ 2,600.00	\$ 5,200.00	\$ 2,893.00	\$ 5,786.00	\$ 2,675.00	\$ 5,350.00	\$ 2,669.75	\$ 5,339.50	\$ 2,430.00	\$ 4,860.00	\$ 2,430.00	\$ 4,860.00	\$ 5,170.00	\$ 10,340.00
714-08.28	FOUNDATION FOR LIGHT STANDARD AND FOUNDATION	EACH	8	\$ 1,500.00	\$ 12,000.00	\$ 2,800.00	\$ 22,400.00	\$ 1,600.00	\$ 12,800.00	\$ 1,778.00	\$ 14,224.00	\$ 1,650.00	\$ 13,200.00	\$ 1,648.00	\$ 13,184.00	\$ 1,500.00	\$ 12,000.00	\$ 1,500.00	\$ 12,000.00	\$ 2,590.00	\$ 20,720.00
714-08.32	REMOVAL OF LIGHT STANDARD AND FOUNDATION	EACH	6	\$ 1,184.50	\$ 7,107.00	\$ 1,550.00	\$ 9,300.00	\$ 540.00	\$ 3,240.00	\$ 632.00	\$ 3,792.00	\$ 550.00	\$ 3,300.00	\$ 549.50	\$ 3,297.00	\$ 500.00	\$ 3,000.00	\$ 500.00	\$ 3,000.00	\$ 1,240.00	\$ 7,440.00
714-09.09	LUMINAIRE	EACH	24	\$ 1,250.00	\$ 30,000.00	\$ 1,300.00	\$ 31,200.00	\$ 1,250.00	\$ 30,000.00	\$ 1,112.00	\$ 26,688.00	\$ 1,310.00	\$ 31,440.00	\$ 1,306.25	\$ 31,350.00	\$ 1,189.00	\$ 28,536.00	\$ 1,189.00	\$ 28,536.00	\$ 1,240.00	\$ 29,760.00
714-12	CONTROL CENTER	LS	1	\$ 9,668.05	\$ 9,668.05	\$ 30,000.00	\$ 30,000.00	\$ 11,000.00	\$ 11,000.00	\$ 8,750.00	\$ 8,750.00	\$ 11,500.00	\$ 11,500.00	\$ 11,273.00	\$ 11,273.00	\$ 10,260.00	\$ 10,260.00	\$ 10,260.00	\$ 10,260.00	\$ 20,500.00	\$ 20,500.00
714-75.02	PHOTO ELECTRIC RELAY 240V	EACH	2	\$ 250.00	\$ 500.00	\$ 1,100.00	\$ 2,200.00	\$ 1,300.00	\$ 2,600.00	\$ 350.00	\$ 700.00	\$ 1,350.00	\$ 2,700.00	\$ 1,318.50	\$ 2,637.00	\$ 1,200.00	\$ 2,400.00	\$ 1,200.00	\$ 2,400.00	\$ 1,030.00	\$ 2,060.00
716-01.21	SNOWPLOWABLE RAISED PVMT MRKRS (BI-DIR)(1 COLOR)	EACH	24	\$ 33.70	\$ 808.68	\$ 33.00	\$ 792.00	\$ 28.00	\$ 672.00	\$ 26.70	\$ 640.80	\$ 28.00	\$ 672.00	\$ 36.10	\$ 866.40	\$ 118.78	\$ 2,850.72	\$ 30.00	\$ 720.00	\$ 27.50	\$ 660.00
716-01.22	SNOWPLOWABLE RAISED PVMT MRKRS (MONO-DIR)(1 COLOR)	EACH	14	\$ 32.45	\$ 454.34	\$ 36.00	\$ 504.00	\$ 32.00	\$ 448.00	\$ 30.40	\$ 425.60	\$ 30.50	\$ 427.00	\$ 41.10	\$ 575.40	\$ 118.78	\$ 1,662.92	\$ 30.00	\$ 420.00	\$ 31.50	\$ 441.00
716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	2,495	\$ 21.69	\$ 54,114.06	\$ 11.25	\$ 28,068.75	\$ 10.50	\$ 26,197.50	\$ 10.25	\$ 25,573.75	\$ 10.75	\$ 26,821.25	\$ 13.85	\$ 34,555.75	\$ 17.82	\$ 44,460.90	\$ 25.00	\$ 62,375.00	\$ 10.50	\$ 26,197.50
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	24	\$ 17.54	\$ 420.90	\$ 19.00	\$ 456.00	\$ 16.00	\$ 384.00	\$ 15.50	\$ 372.00	\$ 16.25	\$ 390.00	\$ 20.95	\$ 502.80	\$ 23.76	\$ 570.24	\$ 14.00	\$ 336.00	\$ 16.00	\$ 384.00
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	7	\$ 174.52	\$ 1,221.67	\$ 215.00	\$ 1,505.00	\$ 185.00	\$ 1,295.00	\$ 175.00	\$ 1,225.00	\$ 180.00	\$ 1,260.00	\$ 236.60	\$ 1,656.20	\$ 237.56	\$ 1,662.92	\$ 175.00	\$ 1,225.00	\$ 181.00	\$ 1,267.00
716-04.03	PLASTIC PAVEMENT MARKING (4" DOTTED LINE)	L.F.	356	\$ 1.44	\$ 511.75	\$ 2.20	\$ 783.20	\$ 2.10	\$ 747.60	\$ 2.05	\$ 729.80	\$ 2.15	\$ 765.40	\$ 2.75	\$ 979.00	\$ 2.38	\$ 847.28	\$ 1.00	\$ 356.00	\$ 2.50	\$ 890.00
716-02.09	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK)	L.F.	75	\$ 36.12	\$ 2,709.11	\$ 38.00	\$ 2,850.00	\$ 32.00	\$ 2,400.00	\$ 30.15	\$ 2,261.25	\$ 31.50	\$ 2,362.50	\$ 40.75	\$ 3,056.25	\$ 41.57	\$ 3,117.75	\$ 41.00	\$ 3,075.00	\$ 31.00	\$ 2,325.00
716-02.12	PLASTIC PAVEMENT MARKING (8" BARRIER LINE)	L.F.	320	\$ 1.93	\$ 617.44	\$ 1.25	\$ 400.00	\$ 1.30	\$ 416.00	\$ 1.20	\$ 384.00	\$ 1.25	\$ 400.00	\$ 1.60	\$ 512.00	\$ 3.56	\$ 1,139.20	\$ 1.00	\$ 320.00	\$ 1.25	\$ 400.00
716-04.01	PLASTIC PAVEMENT MARKING (STRAIGHT-TURN ARROW)	EACH	2	\$ 269.11	\$ 538.22	\$ 330.00	\$ 660.00	\$ 280.00	\$ 560.00	\$ 265.00	\$ 530.00	\$ 280.00	\$ 560.00	\$ 358.25	\$ 716.50	\$ 296.95	\$ 593.90	\$ 300.00	\$ 600.00	\$ 274.00	\$ 548.00

BID TABULATION																					
Carothers Parkway Widening and Southeast Municipal Complex Entrance (COF Contract No. 2020-0261)																					
ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	ENGINEER'S ESTIMATE (October 2020)		KIEWIT INFRASTRUCTURE SOUTH CO.		BELL & ASSOCIATES CONSTRUCTION, LLC		DEMENT CONSTRUCTION COMPANY, LLC		BROWN BUILDERS, INC.		EUTAW CONSTRUCTION CO., INC.		SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC		JONES BROS. CONTRACTORS, LLC		SUMMERS-TAYLOR, INC. (SIMPSON CONSTRUCTION)	
				UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)
716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	L.M.	3.04	\$ 964.52	\$ 2,932.13	\$ 1,500.00	\$ 4,560.00	\$ 1,000.00	\$ 3,040.00	\$ 930.00	\$ 2,827.20	\$ 975.00	\$ 2,964.00	\$ 1,257.25	\$ 3,822.04	\$ 3,088.23	\$ 9,388.22	\$ 500.00	\$ 1,520.00	\$ 962.00	\$ 2,924.48
716-05.02	PAINTED PAVEMENT MARKING (8" BARRIER LINE)	L.F.	350	\$ 0.55	\$ 193.20	\$ 0.42	\$ 147.00	\$ 0.50	\$ 175.00	\$ 0.40	\$ 140.00	\$ 0.45	\$ 157.50	\$ 0.55	\$ 192.50	\$ 1.19	\$ 416.50	\$ 0.50	\$ 175.00	\$ 0.40	\$ 140.00
716-10.23	PREFRMD PLSTC PVMNT MRKNG 4IN LINE W/1.5IN BLACK SIL	L.M.	0.42	\$ 35,000.00	\$ 14,700.00	\$ 35,000.00	\$ 14,700.00	\$ 27,000.00	\$ 11,340.00	\$ 25,500.00	\$ 10,710.00	\$ 26,750.00	\$ 11,235.00	\$ 34,474.00	\$ 14,479.08	\$ 59,389.08	\$ 24,943.41	\$ 24,000.00	\$ 10,080.00	\$ 26,375.00	\$ 11,077.50
716-12.01	ENHANCED FLATLINE THERMO PVMT MRKNG (4IN LINE)	L.M.	2.20	\$ 4,318.58	\$ 9,500.88	\$ 3,800.00	\$ 8,360.00	\$ 3,700.00	\$ 8,140.00	\$ 3,540.00	\$ 7,788.00	\$ 3,715.00	\$ 8,173.00	\$ 4,785.75	\$ 10,528.65	\$ 10,096.14	\$ 22,211.51	\$ 3,000.00	\$ 6,600.00	\$ 3,660.00	\$ 8,052.00
717-01	MOBILIZATION	LS	1	\$ 750,000.00	\$ 750,000.00	\$ 600,000.00	\$ 600,000.00	\$ 460,000.00	\$ 460,000.00	\$ 600,000.00	\$ 600,000.00	\$ 650,000.00	\$ 650,000.00	\$ 500,000.00	\$ 500,000.00	\$ 637,000.00	\$ 637,000.00	\$ 550,000.00	\$ 550,000.00	\$ 456,000.00	\$ 456,000.00
725-23.12	FIBER OPTIC CABLE (48F) (INCLUDES THE EXCESS 100 LF AT EACH PULL BOX)	L.F.	1,535	\$ 10.00	\$ 15,350.00	\$ 14.00	\$ 21,490.00	\$ 2.40	\$ 3,684.00	\$ 3.60	\$ 5,526.00	\$ 2.50	\$ 3,837.50	\$ 2.35	\$ 3,607.25	\$ 2.20	\$ 3,377.00	\$ 2.20	\$ 3,377.00	\$ 13.50	\$ 20,722.50
725-24.10	CABINET BOLLARD	EACH	2	\$ 500.00	\$ 1,000.00	\$ 575.00	\$ 1,150.00	\$ 2,300.00	\$ 4,600.00	\$ 2,200.00	\$ 4,400.00	\$ 860.00	\$ 1,720.00	\$ 860.30	\$ 1,720.60	\$ 800.00	\$ 1,600.00	\$ 2,200.00	\$ 4,400.00	\$ 525.00	\$ 1,050.00
730-03.24	INSTALL PULL BOX (FIBER OPTIC-TYPE B)	EACH	5	\$ 2,753.10	\$ 13,765.50	\$ 2,000.00	\$ 10,000.00	\$ 1,370.00	\$ 6,850.00	\$ 1,751.00	\$ 8,755.00	\$ 1,400.00	\$ 7,000.00	\$ 1,355.00	\$ 6,775.00	\$ 1,260.00	\$ 6,300.00	\$ 1,260.00	\$ 6,300.00	\$ 1,900.00	\$ 9,500.00
730-13.08	LOOP DETECTOR 6' X 8'	EACH	5	\$ 1,000.00	\$ 5,000.00	\$ 850.00	\$ 4,250.00	\$ 1,000.00	\$ 5,000.00	\$ 950.00	\$ 4,750.00	\$ 1,100.00	\$ 5,500.00	\$ 1,075.25	\$ 5,376.25	\$ 1,000.00	\$ 5,000.00	\$ 1,000.00	\$ 5,000.00	\$ 776.00	\$ 3,880.00
730-14.01	LOOP LEAD-IN CABLE (SHIELDED DETECTOR CABLE)	L.F.	75	\$ 1.55	\$ 116.44	\$ 1.35	\$ 101.25	\$ 2.60	\$ 195.00	\$ 2.50	\$ 187.50	\$ 2.25	\$ 168.75	\$ 2.20	\$ 165.00	\$ 2.00	\$ 150.00	\$ 2.00	\$ 150.00	\$ 1.50	\$ 112.50
740-07.02	GEOGRID REINFORCEMENT (SOIL SLOPES)	S.Y.	725	\$ 4.00	\$ 2,900.00	\$ 8.50	\$ 6,162.50	\$ 70.00	\$ 50,750.00	\$ 10.00	\$ 7,250.00	\$ 70.00	\$ 50,750.00	\$ 8.50	\$ 6,162.50	\$ 7.89	\$ 5,720.25	\$ 85.00	\$ 61,625.00	\$ 78.00	\$ 56,550.00
740-10.03	GEOTEXTILE (TYPE III)(EROSION CONTROL)	S.Y.	3,587	\$ 3.76	\$ 13,488.91	\$ 3.50	\$ 12,554.50	\$ 3.00	\$ 10,761.00	\$ 3.00	\$ 10,761.00	\$ 3.50	\$ 12,554.50	\$ 3.75	\$ 13,451.25	\$ 1.90	\$ 6,815.30	\$ 2.45	\$ 8,788.15	\$ 2.00	\$ 7,174.00
740-10.04	GEOTEXTILE (TYPE IV)(STABILIZATION)	S.Y.	13,940	\$ 2.50	\$ 34,787.27	\$ 1.25	\$ 17,425.00	\$ 2.50	\$ 34,850.00	\$ 4.00	\$ 55,760.00	\$ 2.05	\$ 28,577.00	\$ 2.20	\$ 30,668.00	\$ 1.30	\$ 18,122.00	\$ 2.25	\$ 31,365.00	\$ 1.35	\$ 18,819.00
740-11.03	TEMPORARY SEDIMENT TUBE 18IN	L.F.	1,000	\$ 5.00	\$ 5,002.50	\$ 4.00	\$ 4,000.00	\$ 4.20	\$ 4,200.00	\$ 4.00	\$ 4,000.00	\$ 3.55	\$ 3,550.00	\$ 4.35	\$ 4,350.00	\$ 3.56	\$ 3,560.00	\$ 4.00	\$ 4,000.00	\$ 4.00	\$ 4,000.00
791-03.04	4IN HDPE GAS MAIN	L.F.	576	\$ 50.00	\$ 28,800.00	\$ 128.00	\$ 73,728.00	\$ 100.00	\$ 57,600.00	\$ 185.00	\$ 106,560.00	\$ 48.00	\$ 27,648.00	\$ 84.90	\$ 48,902.40	\$ 45.50	\$ 26,208.00	\$ 36.15	\$ 20,822.40	\$ 47.50	\$ 27,360.00
791-04.13	HDD 4IN PE PIPE ROCK	L.F.	128	\$ 253.00	\$ 32,384.00	\$ 285.00	\$ 36,480.00	\$ 230.00	\$ 29,440.00	\$ 272.00	\$ 34,816.00	\$ 200.00	\$ 25,600.00	\$ 266.00	\$ 34,048.00	\$ 188.00	\$ 24,064.00	\$ 186.55	\$ 23,878.40	\$ 196.00	\$ 25,088.00
791-05.77	4IN HDPE GAS MAIN INSTALLED IN 6" STEEL CASING (PRICE INCLUDES FURNISHING AND INSTALLATION OF THE STEEL CASING, END SEALS, AND ALL OTHER ITEMS NECESSARY TO COMPLETE THE WORK)	L.F.	544	\$ 125.00	\$ 68,000.00	\$ 210.00	\$ 114,240.00	\$ 166.00	\$ 90,304.00	\$ 385.00	\$ 209,440.00	\$ 65.00	\$ 35,360.00	\$ 90.90	\$ 49,449.60	\$ 62.00	\$ 33,728.00	\$ 166.85	\$ 90,766.40	\$ 65.00	\$ 35,360.00
791-06.03	CONNECT TO 4IN EX. PE MAIN	EACH	1	\$ 2,968.25	\$ 2,968.25	\$ 1,950.00	\$ 1,950.00	\$ 1,600.00	\$ 1,600.00	\$ 9,500.00	\$ 9,500.00	\$ 3,550.00	\$ 3,550.00	\$ 3,395.75	\$ 3,395.75	\$ 3,400.00	\$ 3,400.00	\$ 3,836.66	\$ 3,836.66	\$ 3,550.00	\$ 3,550.00
795-13.04	BRIDGE HANGER SYSTEM	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 75,000.00	\$ 75,000.00	\$ 102,000.00	\$ 102,000.00	\$ 213,120.00	\$ 213,120.00	\$ 245,000.00	\$ 245,000.00	\$ 120,000.00	\$ 120,000.00	\$ 62,773.68	\$ 62,773.68	\$ 280,000.00	\$ 280,000.00	\$ 290,200.00	\$ 290,200.00
795-51.01	BOLLARD	EACH	5	\$ 500.00	\$ 2,500.00	\$ 1,100.00	\$ 5,500.00	\$ 500.00	\$ 2,500.00	\$ 1,200.00	\$ 6,000.00	\$ 2,500.00	\$ 12,500.00	\$ 860.30	\$ 4,301.50	\$ 937.77	\$ 4,688.85	\$ 750.00	\$ 3,750.00	\$ 1,030.00	\$ 5,150.00
797-01.53	VENT PIPE ASSEMBLY	EACH	1	\$ 5,000.00	\$ 5,000.00	\$ 11,000.00	\$ 11,000.00	\$ 9,000.00	\$ 9,000.00	\$ 1,300.00	\$ 1,300.00	\$ 4,000.00	\$ 4,000.00	\$ 3,961.75	\$ 3,961.75	\$ 3,730.00	\$ 3,730.00	\$ 1,100.00	\$ 1,100.00	\$ 3,900.00	\$ 3,900.00
798-05.71	RS-485 COMMUNICATION CABLE	L.F.	49	\$ 2.00	\$ 98.00	\$ 2.60	\$ 127.40	\$ 12.00	\$ 588.00	\$ 12.00	\$ 588.00	\$ 1,100.00	\$ 53,900.00	\$ 12.25	\$ 600.25	\$ 5.00	\$ 245.00	\$ 12.00	\$ 588.00	\$ 2.50	\$ 122.50
798-05.72	HYSECURITY - HYINVERTER AC WITH WORKING PAD	EACH	2	\$ 5,000.00	\$ 10,000.00	\$ 20,500.00	\$ 41,000.00	\$ 17,000.00	\$ 34,000.00	\$ 16,325.00	\$ 32,650.00	\$ 16,250.00	\$ 32,500.00	\$ 16,500.00	\$ 33,000.00	\$ 5,000.00	\$ 10,000.00	\$ 16,235.00	\$ 32,470.00	\$ 18,600.00	\$ 37,200.00
798-05.73	HYSECURITY - STRONGARM 14F	EACH	2	\$ 17,500.00	\$ 35,000.00	\$ 28,500.00	\$ 57,000.00	\$ 20,000.00	\$ 40,000.00	\$ 18,500.00	\$ 37,000.00	\$ 16,000.00	\$ 32,000.00	\$ 18,700.00	\$ 37,400.00	\$ 5,000.00	\$ 10,000.00	\$ 18,500.00	\$ 37,000.00	\$ 25,900.00	\$ 51,800.00
798-05.74	HYSECURITY - HYNET GATEWAY	EACH	1	\$ 2,500.00	\$ 2,500.00	\$ 1,750.00	\$ 1,750.00	\$ 3,600.00	\$ 3,600.00	\$ 2,500.00	\$ 2,500.00	\$ 6,500.00	\$ 6,500.00	\$ 2,525.00	\$ 2,525.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,550.00	\$ 1,550.00
798-05.75	HID - PROXIMITY PROXPRO WITH KEYPAD 5355	EACH	1	\$ 1,500.00	\$ 1,500.00	\$ 1,750.00	\$ 1,750.00	\$ 3,600.00	\$ 3,600.00	\$ 3,415.00	\$ 3,415.00	\$ 5,500.00	\$ 5,500.00	\$ 3,450.00	\$ 3,450.00	\$ 500.00	\$ 500.00	\$ 3,415.00	\$ 3,415.00	\$ 1,550.00	\$ 1,550.00
798-05.76	GATORPATCH PANEL, 2 STEP	EACH	1	\$ 1,500.00	\$ 1,500.00	\$ 9,250.00	\$ 9,250.00	\$ 2,100.00	\$ 2,100.00	\$ 1,960.00	\$ 1,960.00	\$ 15,000.00	\$ 15,000.00	\$ 1,980.00	\$ 1,980.00	\$ 500.00	\$ 500.00	\$ 1,960.00	\$ 1,960.00	\$ 8,530.00	\$ 8,530.00
801-01	SEEDING (WITH MULCH)	UNIT	571	\$ 35.00	\$ 19,985.00	\$ 32.00	\$ 18,272.00	\$ 26.00	\$ 14,846.00	\$ 33.00	\$ 18,843.00	\$ 85.00	\$ 48,535.00	\$ 37.70	\$ 21,526.70	\$ 31.13	\$ 17,775.23	\$ 33.00	\$ 18,843.00	\$ 25.00	\$ 14,275.00
801-01.07	TEMPORARY SEEDING (WITH MULCH)	UNIT	485	\$ 35.00	\$ 16,975.00	\$ 30.00	\$ 14,550.00	\$ 19.00	\$ 9,215.00	\$ 28.00	\$ 13,580.00	\$ 40.00	\$ 19,400.00	\$ 32.65	\$ 15,835.25	\$ 26.95	\$ 13,070.75	\$ 28.00	\$ 13,580.00	\$ 18.50	\$ 8,972.50
803-01	SODDING (NEW SOD)	S.Y.	10,000	\$ 5.08	\$ 50,830.00	\$ 5.00	\$ 50,000.00	\$ 6.00	\$ 60,000.00	\$ 6.00	\$ 60,000.00	\$ 7.50	\$ 75,000.00	\$ 4.95	\$ 49,500.00	\$ 4.04	\$ 40,400.00	\$ 6.00	\$ 60,000.00	\$ 6.15	\$ 61,500.00
805-01.03	TURF REINFORCEMENT MAT (CLASS III)	S.Y.	131	\$ 12.65	\$ 1,657.15	\$ 5.00	\$ 655.00	\$ 8.00	\$ 1,048.00	\$ 5.00	\$ 655.00	\$ 20.00	\$ 2,620.00	\$ 4.90	\$ 641.90	\$ 4.03	\$ 527.93	\$ 5.00	\$ 655.00	\$ 8.50	\$ 1,113.50
908-21.01	BEARINGS (ABUTMENT NOS. 1 & 2)	EACH	12	\$ 5,000.00	\$ 60,000.00	\$ 2,200.00	\$ 26,400.00	\$ 2,250.00	\$ 27,000.00	\$ 2,600.00	\$ 31,200.00	\$ 1,700.00	\$ 20,400.00	\$ 1,700.00	\$ 20,400.00	\$ 1,572.53	\$ 18,870.36	\$ 2,000.00	\$ 24,000.00	\$ 1,830.00	\$ 21,960.00
908-21.02	BEARINGS (BENT NOS. 1 & 2)	EACH	12	\$ 2,500.00	\$ 30,000.00	\$ 1,050.00	\$ 12,600.00	\$ 2,000.00	\$ 24,000.00	\$ 3,000.00	\$ 36,000.00	\$ 1,500.00	\$ 18,000.00	\$ 1,300.00	\$ 15,600.00	\$ 1,247.73	\$ 14,972.76	\$ 1,900.00	\$ 22,800.00	\$ 1,450.00	\$ 17,400.00
921-01.01	TEMPORARY RIVER CROSSING	LS	1	\$ 350,000.00	\$ 350,000.00	\$ 476,000.00	\$ 476,000.00	\$ 80,000.00	\$ 80,000.00	\$ 500,000.00	\$ 500,000.00	\$ 450,000.00	\$ 450,000.00	\$ 317,137.15	\$ 317,137.15	\$ 1,250,000.00	\$ 1,250,000.00	\$ 220,000.00	\$ 220,000.00	\$ 371,600.00	\$ 371,600.00
UTL 1	CLASS A CONCRETE (ROADWAY)	C.Y.	5	\$ 894.95	\$ 4,474.77	\$ 480.00	\$ 2,400.00	\$ 500.00	\$ 2,500.00	\$ 1,000.00	\$ 5,000.00	\$ 575.00	\$ 2,875.00	\$ 310.80	\$ 1,554.00	\$ 550.00	\$ 2,750.00	\$ 528.00	\$ 2,640.00	\$ 575.00	\$ 2,875.00
RW1	12 IN CLASS 350 DIP RESTRAINED JOINT RECLAIMED WATER MAIN	L.F.	422	\$ 150.00	\$ 63,300.00	\$ 175.00	\$ 73,850.00	\$ 95.00	\$ 40,090.00	\$ 214.00	\$ 90,308.00	\$ 150.00	\$ 63,300.00	\$ 184.10	\$ 77,690.20	\$ 145.00	\$ 61,190.00	\$ 175.00	\$ 73,850.00	\$ 151.00	\$ 63,722.00
RW2	12 IN CLASS 350 DIP RESTRAINED JOINT RECLAIMED WATER MAIN INSTALLED IN 24" STEEL CASING PIPE (.250 IN WALL THICKNESS) (PRICE INCLUDES INSTALLATION, CASING SPACERS, INSULATION)	L.F.	544	\$ 250.00	\$ 136,000.00	\$ 390.00	\$ 212,160.00	\$ 245.00	\$ 133,280.00	\$ 874.00	\$ 475,456.00	\$ 315.00	\$ 171,360.00	\$ 305.25	\$ 166,056.00	\$ 300.00	\$ 163,200.00	\$ 635.00	\$ 345,440.00	\$ 313.00	\$ 170,272.00
RW3	12 IN RECLAIMED WATER MAIN BUTTERFLY VALVE AND BOX	EACH	2	\$ 3,000.00	\$ 6,000.00	\$ 3,800.00	\$ 7,600.00	\$ 4,225.00	\$ 8,450.00	\$ 4,200.00	\$ 8,400.00	\$ 4,200.00	\$ 8,400.00	\$ 3,415.50	\$ 6,831.00	\$ 3,970.00	\$ 7,940.00	\$ 3,880.00	\$ 7,760.00	\$ 4,150.00	\$ 8,300.00

BID TABULATION Carothers Parkway Widening and Southeast Municipal Complex Entrance (COF Contract No. 2020-0261)																					
ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	ENGINEER'S ESTIMATE <i>(October 2020)</i>		KIEWIT INFRASTRUCTURE SOUTH CO.		BELL & ASSOCIATES CONSTRUCTION, LLC		DEMENT CONSTRUCTION COMPANY, LLC		BROWN BUILDERS, INC.		EUTAW CONSTRUCTION CO., INC.		SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC		JONES BROS. CONTRACTORS, LLC		SUMMERS-TAYLOR, INC. (SIMPSON CONSTRUCTION)	
				UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)
RW4	1 IN SDR9 RECLAIMED WATER SERVICE PIPE	L.F.	65	\$ 5.00	\$ 325.00	\$ 60.00	\$ 3,900.00	\$ 30.00	\$ 1,950.00	\$ 30.00	\$ 1,950.00	\$ 115.00	\$ 7,475.00	\$ 15.35	\$ 997.75	\$ 110.00	\$ 7,150.00	\$ 37.00	\$ 2,405.00	\$ 115.00	\$ 7,475.00
RW5	FIRE HYDRANT ASSEMBLY (RECLAIMED WATER MAIN) (ADD SIGN DO NOT DRINK)	EACH	1	\$ 5,000.00	\$ 5,000.00	\$ 6,800.00	\$ 6,800.00	\$ 5,200.00	\$ 5,200.00	\$ 9,400.00	\$ 9,400.00	\$ 6,950.00	\$ 6,950.00	\$ 6,170.00	\$ 6,170.00	\$ 6,600.00	\$ 6,600.00	\$ 8,630.00	\$ 8,630.00	\$ 6,900.00	\$ 6,900.00
RW6	1 IN WATER SERVICE METER ASSEMBLY (INCLUDES METER BOX, COPPER METER SETTING AND RELAIMED WATER IRRIGATION SIGN; NO METER REQUIRED AT THIS TIME) (RECLAIMED WATER)	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,400.00	\$ 2,400.00	\$ 3,300.00	\$ 3,300.00	\$ 3,850.00	\$ 3,850.00	\$ 567.95	\$ 567.95	\$ 3,680.00	\$ 3,680.00	\$ 2,745.00	\$ 2,745.00	\$ 3,840.00	\$ 3,840.00
RW7	CUT AND CAP 12 IN RECLAIMED WATERMAIN	EACH	2	\$ 2,500.00	\$ 5,000.00	\$ 1,370.00	\$ 2,740.00	\$ 400.00	\$ 800.00	\$ 3,500.00	\$ 7,000.00	\$ 3,450.00	\$ 6,900.00	\$ 3,316.00	\$ 6,632.00	\$ 3,300.00	\$ 6,600.00	\$ 3,050.00	\$ 6,100.00	\$ 3,450.00	\$ 6,900.00
W1	10 IN CLASS 350 DIP RESTRAINED JOINT WATER MAIN	L.F.	416	\$ 150.00	\$ 62,400.00	\$ 155.00	\$ 64,480.00	\$ 86.00	\$ 35,776.00	\$ 191.00	\$ 79,456.00	\$ 140.00	\$ 58,240.00	\$ 171.20	\$ 71,219.20	\$ 133.00	\$ 55,328.00	\$ 145.00	\$ 60,320.00	\$ 139.00	\$ 57,824.00
W2	10 IN CLASS 350 DIP RESTRAINED JOINT WATER MAIN INSTALLED IN 24" STEEL CASING PIPE (.250 IN WALL THICKNESS) (PRICE INCLUDES INSTALLATION, CASING SPACERS, INSULATION)	L.F.	544	\$ 250.00	\$ 136,000.00	\$ 370.00	\$ 201,280.00	\$ 235.00	\$ 127,840.00	\$ 804.00	\$ 437,376.00	\$ 312.00	\$ 169,728.00	\$ 287.05	\$ 156,155.20	\$ 297.00	\$ 161,568.00	\$ 590.00	\$ 320,960.00	\$ 310.00	\$ 168,640.00
W3	10 IN WATER MAIN GATE VALVE AND BOX	EACH	2	\$ 4,000.00	\$ 8,000.00	\$ 3,750.00	\$ 7,500.00	\$ 3,300.00	\$ 6,600.00	\$ 3,400.00	\$ 6,800.00	\$ 3,350.00	\$ 6,700.00	\$ 3,180.00	\$ 6,360.00	\$ 3,190.00	\$ 6,380.00	\$ 3,400.00	\$ 6,800.00	\$ 3,330.00	\$ 6,660.00
W4	FIRE HYDRANT ASSEMBLY (WATER MAIN)	EACH	1	\$ 5,000.00	\$ 5,000.00	\$ 6,800.00	\$ 6,800.00	\$ 5,200.00	\$ 5,200.00	\$ 8,000.00	\$ 8,000.00	\$ 6,930.00	\$ 6,930.00	\$ 6,103.50	\$ 6,103.50	\$ 6,600.00	\$ 6,600.00	\$ 8,550.00	\$ 8,550.00	\$ 6,900.00	\$ 6,900.00
W5	CUT AND CAP 10 IN WATERLINE MAIN	EACH	2	\$ 2,500.00	\$ 5,000.00	\$ 1,300.00	\$ 2,600.00	\$ 400.00	\$ 800.00	\$ 3,700.00	\$ 7,400.00	\$ 6,650.00	\$ 13,300.00	\$ 3,250.25	\$ 6,500.50	\$ 6,330.00	\$ 12,660.00	\$ 2,300.00	\$ 4,600.00	\$ 6,600.00	\$ 13,200.00
G3	OVER DEPTH EXCAVATION AND BACKFILL W/ CRUSHED STONE	C.Y.	100	\$ 75.00	\$ 7,500.00	\$ 33.00	\$ 3,300.00	\$ 55.00	\$ 5,500.00	\$ 57.00	\$ 5,700.00	\$ 85.00	\$ 8,500.00	\$ 58.00	\$ 5,800.00	\$ 82.00	\$ 8,200.00	\$ 64.00	\$ 6,400.00	\$ 85.50	\$ 8,550.00
SS1	24" DIP CL 350 W/PROTECTO-401 LINING GRAVITY SEWER	L.F.	529	\$ 750.00	\$ 396,750.00	\$ 670.00	\$ 354,430.00	\$ 610.00	\$ 322,690.00	\$ 643.00	\$ 340,147.00	\$ 464.00	\$ 245,456.00	\$ 783.45	\$ 414,445.05	\$ 442.00	\$ 233,818.00	\$ 625.00	\$ 330,625.00	\$ 462.00	\$ 244,398.00
SS2	30" DIP CL 350 W/PROTECTO-401 LINING GRAVITY SEWER	L.F.	527	\$ 850.00	\$ 447,950.00	\$ 833.00	\$ 438,991.00	\$ 380.00	\$ 200,260.00	\$ 719.00	\$ 378,913.00	\$ 590.00	\$ 310,930.00	\$ 681.80	\$ 359,308.60	\$ 560.00	\$ 295,120.00	\$ 670.00	\$ 353,090.00	\$ 585.00	\$ 308,295.00
SS3	30" RESTRAINED JOINT DIP CL 350 W/PROTECTO-401 LINING GRAVITY SEWER IN 48" STEEL CASING PIPE (OPEN CUT)	L.F.	251	\$ 1,250.00	\$ 313,750.00	\$ 1,100.00	\$ 276,100.00	\$ 765.00	\$ 192,015.00	\$ 1,185.00	\$ 297,435.00	\$ 1,025.00	\$ 257,275.00	\$ 1,574.25	\$ 395,136.75	\$ 975.00	\$ 244,725.00	\$ 1,345.00	\$ 337,595.00	\$ 1,020.00	\$ 256,020.00
SS4	60" MANHOLE, 0'-6' DEPTH	EACH	5	\$ 8,625.00	\$ 43,125.00	\$ 12,500.00	\$ 62,500.00	\$ 11,500.00	\$ 57,500.00	\$ 7,400.00	\$ 37,000.00	\$ 9,270.00	\$ 46,350.00	\$ 9,769.25	\$ 48,846.25	\$ 8,830.00	\$ 44,150.00	\$ 8,290.00	\$ 41,450.00	\$ 5,230.00	\$ 26,150.00
SS5	ADDITIONAL DEPTH FOR 60" DIA. SANITARY SEWER MANHOLE	VF	97	\$ 350.00	\$ 33,950.00	\$ 630.00	\$ 61,110.00	\$ 65.00	\$ 6,305.00	\$ 365.00	\$ 35,405.00	\$ 450.00	\$ 43,650.00	\$ 472.85	\$ 45,866.45	\$ 428.00	\$ 41,516.00	\$ 565.00	\$ 54,805.00	\$ 447.00	\$ 43,359.00
SS6	ADDITIONAL PAYMENT FOR WATERTIGHT FRAME AND COVER	EACH	5	\$ 750.00	\$ 3,750.00	\$ 1,460.00	\$ 7,300.00	\$ 825.00	\$ 4,125.00	\$ 425.00	\$ 2,125.00	\$ 525.00	\$ 2,625.00	\$ 1,912.75	\$ 9,563.75	\$ 500.00	\$ 2,500.00	\$ 195.00	\$ 975.00	\$ 522.00	\$ 2,610.00
SS7	MANHOLE VENT ASSEMBLY W/ VENT CHECK VALVE	EACH	1	\$ 5,000.00	\$ 5,000.00	\$ 5,800.00	\$ 5,800.00	\$ 6,800.00	\$ 6,800.00	\$ 7,600.00	\$ 7,600.00	\$ 6,400.00	\$ 6,400.00	\$ 3,672.00	\$ 3,672.00	\$ 6,090.00	\$ 6,090.00	\$ 7,400.00	\$ 7,400.00	\$ 6,360.00	\$ 6,360.00
SS8	CONNECT 30" GRAVITY SAN. SEWER TO EX. MANHOLE (EX3)	EACH	1	\$ 10,000.00	\$ 10,000.00	\$ 5,100.00	\$ 5,100.00	\$ 3,600.00	\$ 3,600.00	\$ 7,000.00	\$ 7,000.00	\$ 8,650.00	\$ 8,650.00	\$ 3,606.25	\$ 3,606.25	\$ 8,220.00	\$ 8,220.00	\$ 7,355.00	\$ 7,355.00	\$ 8,590.00	\$ 8,590.00
SS9	CONNECT MH TO EX. 24" GRAVITY SAN. SEWER (MHA1 & MHB1)	EACH	2	\$ 10,000.00	\$ 20,000.00	\$ 9,200.00	\$ 18,400.00	\$ 1,750.00	\$ 3,500.00	\$ 5,800.00	\$ 11,600.00	\$ 8,650.00	\$ 17,300.00	\$ 3,606.25	\$ 7,212.50	\$ 8,220.00	\$ 16,440.00	\$ 6,200.00	\$ 12,400.00	\$ 8,590.00	\$ 17,180.00
SS10	CONCRETE CHECK DAM (SAN. SEWER MAIN LINE)	EACH	5	\$ 1,500.00	\$ 7,500.00	\$ 625.00	\$ 3,125.00	\$ 2,250.00	\$ 11,250.00	\$ 7,000.00	\$ 35,000.00	\$ 4,800.00	\$ 24,000.00	\$ 3,539.75	\$ 17,698.75	\$ 4,580.00	\$ 22,900.00	\$ 4,635.00	\$ 23,175.00	\$ 4,780.00	\$ 23,900.00
SS11	CUT AND CAP/PLUG 24" EXISTING SAN. SEWER MAIN	EACH	2	\$ 7,500.00	\$ 15,000.00	\$ 3,250.00	\$ 6,500.00	\$ 2,200.00	\$ 4,400.00	\$ 7,800.00	\$ 15,600.00	\$ 5,000.00	\$ 10,000.00	\$ 3,101.25	\$ 6,202.50	\$ 4,760.00	\$ 9,520.00	\$ 4,740.00	\$ 9,480.00	\$ 4,970.00	\$ 9,940.00
SS12	FLOWABLE FILL EX. SAN. SEWER AND MH ABANDON EX. SEWER MH (EX6) AND SANITARY SEWER MAIN (B1-EX4)	C.Y.	150	\$ 250.00	\$ 37,500.00	\$ 145.00	\$ 21,750.00	\$ 150.00	\$ 22,500.00	\$ 250.00	\$ 37,500.00	\$ 225.00	\$ 33,750.00	\$ 199.40	\$ 29,910.00	\$ 215.00	\$ 32,250.00	\$ 255.00	\$ 38,250.00	\$ 225.00	\$ 33,750.00
SS13	REMOVAL OF 24" SAN. SEWER MAIN (B/T MHA1 AND EX3)	L.F.	778	\$ 150.00	\$ 116,700.00	\$ 36.00	\$ 28,008.00	\$ 38.00	\$ 29,564.00	\$ 94.00	\$ 73,132.00	\$ 24.00	\$ 18,672.00	\$ 17.30	\$ 13,459.40	\$ 23.00	\$ 17,894.00	\$ 122.00	\$ 94,916.00	\$ 24.00	\$ 18,672.00
SS14	REMOVAL OF EX. MANHOLE (EX4, EX20, EX21)	EACH	3	\$ 15,000.00	\$ 45,000.00	\$ 2,600.00	\$ 7,800.00	\$ 1,075.00	\$ 3,225.00	\$ 550.00	\$ 1,650.00	\$ 3,200.00	\$ 9,600.00	\$ 3,363.50	\$ 10,090.50	\$ 3,030.00	\$ 9,090.00	\$ 695.00	\$ 2,085.00	\$ 3,170.00	\$ 9,510.00
SS15	OVER DEPTH EXCAVATION AND BACKFILLE W/ CRUSHED STONE (WITHIN UTILITY TRENCH - AS DIRECTED BY ENGINEER)	C.Y.	100	\$ 75.00	\$ 7,500.00	\$ 33.00	\$ 3,300.00	\$ 55.00	\$ 5,500.00	\$ 57.00	\$ 5,700.00	\$ 64.50	\$ 6,450.00	\$ 58.00	\$ 5,800.00	\$ 61.50	\$ 6,150.00	\$ 65.00	\$ 6,500.00	\$ 64.50	\$ 6,450.00
SS16	SEWER TELEVISION INSPECTION OF NEW GRAVITY SEWER	L.F.	1,307	\$ 5.00	\$ 6,535.00	\$ 5.00	\$ 6,535.00	\$ 2.00	\$ 2,614.00	\$ 1.50	\$ 1,960.50	\$ 2.60	\$ 3,398.20	\$ 1.60	\$ 2,091.20	\$ 2.50	\$ 3,267.50	\$ 4.00	\$ 5,228.00	\$ 2.60	\$ 3,398.20
SS17	SEWER FLOW CONTROL	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 350,000.00	\$ 350,000.00	\$ 140,000.00	\$ 140,000.00	\$ 63,000.00	\$ 63,000.00	\$ 180,000.00	\$ 180,000.00	\$ 210,000.00	\$ 210,000.00	\$ 169,070.00	\$ 169,070.00	\$ 116,000.00	\$ 116,000.00	\$ 176,600.00	\$ 176,600.00
COF-1	UTILITY RECORD DRAWINGS	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00	\$ 7,000.00	\$ 7,000.00	\$ 15,000.00	\$ 15,000.00	\$ 2,000.00	\$ 2,000.00	\$ 5,376.75	\$ 5,376.75	\$ 7,500.00	\$ 7,500.00	\$ 15,000.00	\$ 15,000.00	\$ 22,200.00	\$ 22,200.00
COF-2	MISCELLANEOUS ALLOWANCE (AS DIRECTED AND APPROVED BY THE ENGINEER)	DOLL	150,000	\$ 1.00	\$ 150,000.00	\$ 1.00	\$ 150,000.00	\$ 1.00	\$ 150,000.00	\$ 1.00	\$ 150,000.00	\$ 1.00	\$ 150,000.00	\$ 1.00	\$ 150,000.00	\$ 1.00	\$ 150,000.00	\$ 1.00	\$ 150,000.00	\$ 1.00	\$ 150,000.00

BID TABULATION																					
Carothers Parkway Widening and Southeast Municipal Complex Entrance (COF Contract No. 2020-0261)																					
ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	ENGINEER'S ESTIMATE <i>(October 2020)</i>		KIEWIT INFRASTRUCTURE SOUTH CO.		BELL & ASSOCIATES CONSTRUCTION, LLC		DEMENT CONSTRUCTION COMPANY, LLC		BROWN BUILDERS, INC.		EUTAW CONSTRUCTION CO., INC.		SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC		JONES BROS. CONTRACTORS, LLC		SUMMERS-TAYLOR, INC. (SIMPSON CONSTRUCTION)	
				UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)
TOTALS:					\$ 13,794,309.48		\$ 12,835,239.15		\$ 9,340,086.18		\$ 12,255,839.94		\$ 13,319,363.30		\$ 10,248,998.50		\$ 13,853,626.70		\$ 11,889,091.77		\$ 12,201,834.11

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

Jonathan Marston

(Printed Name)



(Signature)

Assistant Director of Engineering

(Title)

December 23, 2020

(Date)



**Carothers Parkway Widening and
Southeast Municipal Complex Entrance
COF Contract No. 2020-0261**

BID OPENING - Apparent Bid Results (UNOFFICIAL)
November 6, 2020 @ 1:00 PM (CST)

NAME	BASE BID
Bell & Associates Construction, LP	\$9,340,086.18
Eutaw Construction Co., Inc.	\$10,249,000.00
Jones Bros. Contractors, LLC	\$11,889,091.77
Summers-Taylor, Inc. (Simpson Construction)	\$12,221,834.11
Dement Construction Company, LLC	\$12,255,839.94
Kiewit Infrastructure South Co.	\$12,835,239.15
Brown Builders, Inc.	\$13,319,363.37
Superior Construction Company Southeast, LLC	\$13,853,626.70
RAWSO, LLC	No Bid
Rogers Group, Inc.	No Bid
Civil Constructors, LLC	No Bid
W & W AFCO Steel, LLC	No Bid
Harakas Construction, Inc.	No Bid