City of Franklin

Mailing Address:
109 3rd Ave S
Franklin, TN 37064
(615) 791-3217

Meeting Agenda

Capital Investment Committee

Thursday, May 28, 2026	**3:30 PM**	**Williamson County Auditorium**

MEETING LOCATION
Williamson County Auditorium
1320 West Main Street

CALL TO ORDER

SETTING OF THE AGENDA

1. Consideration Of Changes In Agenda And Setting The Agenda
   i. Discussion Of Removal Of Items From Consent/Changes Not Requiring A Vote
   ii. Proposed Changes To The Agenda
   iii. Approval Of Agenda As Submitted Or Changed

CITIZEN COMMENTS (Open for citizens to be heard on any issue or concern, including those related to items on the agenda. Please submit a Speaker Card at the beginning of the meeting if you would like to address the Board/Commission. If you would like to speak on an agenda item, the Chair will hold your comment until the public comment period associated with the item. As provided by law, Boards/Commissions shall make no decisions or consideration of action of citizen comments for items not on the agenda, except to refer the matter to the City Administrator/Staff for administrative consideration, or to a schedule the matter for consideration at a later date. Those addressing the Board/Commission are requested to come to the microphone and identify themselves by name and address for the official record. The Chair may restrict the period for public comment, including the length of the public comment period, the number of individuals who can speak and the length of time each individual may speak. When time allows, the standard individual public comment time is two minutes.)

Comments on agenda items may be made in person or by emailing recorder@franklintn.gov before noon on the day of the meeting. Comments will be submitted for the record.

APPROVAL OF MINUTES

2. Consideration Of Approval Of Minutes
   April 23, 2026 Capital Investment Committee

NEW BUSINESS

3. Consideration Of Change Order 2 To COF Contract No. 2024-0167, With Morgan Contracting, Inc., For The Water Reclamation Facility Rehabilitation And Resiliency Improvements Project For A Decrease Of $118,260

   Sponsors: Michelle Hatcher

4. Consideration Of Final Change Order To COF Contract No. 2023-0076, With Garney Construction For The Downtown Area Water And Sewer Resiliency Improvements Project For An Increase Of $93,939.97

   Sponsors: Michelle Hatcher, Brian Goodwin

5. Consideration Of COF Contract No. 2026-0091, With John And Donna Morgan Of 4006 Clovercroft Road (Map 79L, Group A, Parcel 12.00) For Annexation Agreement

   Sponsors: Michelle Hatcher

6. Consideration Of COF Contract No. 2026-0092, With John And Donna Morgan Of 4006 Clovercroft Road (Map 79L, Group A, Parcel 12.00) For Sanitary Sewer Availability Agreement

   Sponsors: Michelle Hatcher

7. Consideration Of Amendment 2 To COF Contract No. 2025-0166, With Gresham Smith For The Franklin Road Bridge Replacement Over The Harpeth River Utilities Relocation For An Increase Of $21,573.75

   Sponsors: Michelle Hatcher, Brian Goodwin

8. Consideration Of COF Contract No. 2026-0173, A Proposal From The Tennessee Department of Transportation To Construct The SR-96 Bridge Over The Harpeth River

   Sponsors: Paul Holzen, Jonathan Marston

9. Consideration Of COF Contract No. 2026-0188, With Neel-Schaffer, Inc. For Design Of The Boyd Mill Avenue Improvement Project

   Sponsors: Paul Holzen

10. Consideration Of DRAFT Resolution 2026-38, A Resolution Authorizing The Execution Of COF Contract No. 2026-0020 With Brown Builders, Inc. For The Liberty Park Bridge Replacement Project

    Sponsors: Paul Holzen, Jonathan Marston, David Hodnett

11. Consideration Of DRAFT Resolution 2026-44, A Resolution Authorizing The Execution Of COF Contract No. 2023-0041 With Oasis Irrigation Systems, Inc. For Liberty Park Irrigation Project

    Sponsors: Paul Holzen, Shahad Abdulrahman, Lisa Clayton

12. Consideration Of Amendment 3 To COF Contract No. 2021-0283, With Lose Design For The Liberty Park Expansion Project To Correct The Contract Ceiling Amount Established In Amendment 2

    Sponsors: Paul Holzen, Jonathan Marston, Shahad Abdulrahman

13. Consideration Of Amendment 11 To COF Contract No. 2011-0129, A Local Agency Project Agreement With The Tennessee Department of Transportation For The Franklin ITS Infrastructure Expansion Project To Extend The Contract Completion Date To April 30, 2027

    Sponsors: Paul Holzen, David Chang

14. Consideration Of Draft Change Order 1 (Final) To COF Contract No. 2024-0297, With Stansell Electric Company, Inc. For The Construction Of The Lewisburg Pike And Donelson Creek Parkway Traffic Signal

Project For A Decrease Of $68,091.10 And An Increase In Contract Days Allowed

Sponsors: Paul Holzen, Jonathan Marston

15. Consideration Of DRAFT Resolution 2026-54, A Resolution Authorizing The Execution Of COF Contract No. 2026-0178 With Jones Brothers Contractors, LLC For The Construction of Improvements To The South Royal Oaks Boulevard And Royal Oaks Court Intersection At Mack Hatcher Memorial Parkway (SR-397)

Sponsors: Paul Holzen, Jonathan Marston, Allison Davis

16. Consideration Of DRAFT Resolution 2026-53, A Resolution Authorizing The Execution Of COF Contract No. 2026-0180 With Civil Constructors, LLC For Construction Of Phase 1 Of The Lewisburg Pike Sidewalk & Multi-Use Trail Project

Sponsors: Paul Holzen, Jonathan Marston, Allison Davis

17. Capital Projects Dashboard And Status Updates For May 2026

Sponsors: Paul Holzen, Jonathan Marston

OTHER BUSINESS

ADJOURN

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

HISTORIC FRANKLIN TENNESSEE

City of Franklin

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

Meeting Minutes

Capital Investment Committee

Thursday, April 23, 2026 | **3:30 PM** | **Williamson County Auditorium**

CALL TO ORDER

Vice Chair Patrick Baggett called the meeting to order at 03:31 PM

Board Members Present: Brandy Blanton, Patrick Baggett, Jason Potts

Board Members Absent: Beverly Burger

Staff Present: Eric Stuckey, Paul Holzen, Jonathan Marston, Sarah Schilling

SETTING OF THE AGENDA

1. **Consideration Of Changes In Agenda And Setting The Agenda**
   - **i. Discussion Of Removal Of Items From Consent/Changes Not Requiring A Vote**
   - **ii. Proposed Changes To The Agenda**
   - **iii. Approval Of Agenda As Submitted Or Changed**

   Sponsors:

   A motion was made by Alderman Brandy Blanton, seconded by Alderman Jason Potts to Approve the Agenda as Submitted. The motion passed 3-0.

CITIZEN COMMENTS (Open for citizens to be heard on any issue or concern, including those related to items on the agenda. Please submit a Speaker Card at the beginning of the meeting if you would like to address the Board/Commission. If you would like to speak on an agenda item, the Chair will hold your comment until the public comment period associated with the item. As provided by law, Boards/Commissions shall make no decisions or consideration of action of citizen comments for items not on the agenda, except to refer the matter to the City Administrator/Staff for administrative consideration, or to a schedule the matter for consideration at a later date. Those addressing the Board/Commission are requested to come to the microphone and identify themselves by name and address for the official record. The Chair may restrict the period for public comment, including the length of the public comment period, the number of individuals who can speak and the length of time each individual may speak. When time allows, the standard individual public comment time is two minutes.)

Comments on agenda items may be made in person or by emailing recorder@franklintn.gov before noon on the day of the meeting. Comments will be submitted for the record.

APPROVAL OF MINUTES

2. **Consideration Of Approval Of Minutes**
   March 26, 2026 Capital Investment Committee Meeting

   Sponsors:

   A motion was made by Alderman Jason Potts, seconded by Alderman Brandy Blanton to Approve the Minutes. The motion passed 3-0.

NEW BUSINESS

3. **Consideration Of Ordinance 2026-04, An Ordinance Amending Title 16 Of The Municipal Code To Establish Chapter 15, Sidewalk Fee-In-Lieu Program**

Sponsors: Paul Holzen

A motion was made by Alderman Brandy Blanton, seconded by Alderman Jason Potts to Recommend Approval of the Ordinance to the Board of Mayor and Aldermen. The motion passed 3-0.

4. **Consideration Of DRAFT Resolution 2026-30, A Resolution Declaring Certain Right-Of-Way Located Between Bostick Street And Cannon Street As Surplus**

Sponsors: Paul Holzen, Jimmy Wiseman, Lance Fittro

A motion was made by Alderman Jason Potts, seconded by Alderman Brandy Blanton to Recommend Approval of the Resolution to the Board of Mayor and Aldermen. The motion passed 3-0.

5. **Consideration Of DRAFT COF Contract No. 2026-0131, With Veolia For Remote Monitoring Of Membranes At The Water Treatment Plant**

Sponsors: Michelle Hatcher

A motion was made by Alderman Brandy Blanton, seconded by Alderman Jason Potts to Recommend Approval of the Contract to the Board of Mayor and Aldermen. The motion passed 3-0.

6. **Consideration Of Resolution 2026-20, A Resolution Authorizing Condemnation For The Acquisition Of Property For The Southvale PUD Subdivision Offsite Sewer**

Sponsors: Michelle Hatcher, Todd Snackenberg

A motion was made by Alderman Brandy Blanton, seconded by Alderman Jason Potts to Recommend Approval of the Resolution to the Board of Mayor and Aldermen. The motion passed 3-0.

7. **Capital Projects Dashboard And Status Updates For April 2026**

Sponsors: Paul Holzen, Jonathan Marston

The item was acknowledged.

OTHER BUSINESS

ADJOURN

A motion was made by Alderman Brandy Blanton, seconded by Alderman Jason Potts to Adjourn the Meeting. The motion passed 3-0.

Meeting Adjourned @ 03:49 PM

_____

Patrick Baggett, Vice Chair

DRAFT Minutes Prepared by Sarah Schilling - Deputy City Recorder, City Recorder's Office - 4/24/2026, 3:10 PM

The above minutes should be used as a summary of the motions passed and issues discussed at the meeting. This document shall not be considered a verbatim copy of every word spoken at the meeting.

City of Franklin

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

File #: 26-0439

DATE: 5/28/2026

TO: Capital Investment Committee

FROM: Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of Change Order 2 To COF Contract No. 2024-0167, With Morgan Contracting, Inc., For The Water Reclamation Facility Rehabilitation And Resiliency Improvements Project For A Decrease Of $118,260

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Change Order No. 2 with Morgan Contracting, Inc., for the Water Reclamation Facility Rehabilitation and Resiliency Improvements project for a decrease of $118,260.

BACKGROUND/STAFF COMMENTS:

The contractor submitted a Value Engineering Proposal that showed by removing a duct bank from the existing scope of work, it could save both the City and the contractor money and still provide the same functionality. The engineer for the project, CDM Smith, reviewed this proposal and is recommending approval of the change order. The change order will be a decrease in the project of $118,260.

FINANCIAL IMPACT:

This change order is a decrease in the overall amount of the project by $118,260.

RECOMMENDATION:

Staff recommends that Change Order No. 2 to COF Contract No. 2024-0167 be recommended to the Board of Mayor and Aldermen for approval.

CHANGE ORDER NO.: 2

Owner:	City of Franklin	Owner's Contract No.:	2024-0167
Engineer:	CDM Smith Inc.	Engineer's Project No.:	282158
Contractor:	Morgan Contracting, Inc.	Contractor's Project No.:	250004
Project:	Franklin WRF Rehabilitation & Resiliency Improvements		
Contract Name:	Franklin WRF Rehabilitation & Resiliency Improvements		
Date Issued:	February 27, 2026	Effective Date of Change Order:	

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

Description:

Consolidate Duct Bank #2 to optimize conduit and conductor routing as described in Value Engineering (VE) Proposal 1.2 dated December 5, 2025

Attachments:

VE Proposal 1.2

Change in Contract Price	**Change in Contract Times [State Contract Times as either a specific date or a number of days]**
Original Contract Price: $ $4,163,750.00	Original Contract Times: Substantial Completion: 385 days Ready for final payment: 415 days
[~~Increase~~] [~~Decrease~~**]** from previously approved Change Orders No. 1 to No. **[Number of previous Change Order]**: $ -0-	**[~~Increase~~] [~~Decrease~~]** from previously approved Change Orders No.1 to No. **[Number of previous Change Order]**: Substantial Completion: -0- Ready for final payment: -0-
Contract Price prior to this Change Order: $ $4,163,750.00	Contract Times prior to this Change Order: Substantial Completion: 385 days Ready for final payment: 415 days
[~~Increase~~] [Decrease] this Change Order: $ ($118,260.00)	**[~~Increase~~] [~~Decrease~~]** this Change Order: Substantial Completion: -0- Ready for final payment: -0-
Contract Price incorporating this Change Order: $ $4,045,490.00	Contract Times with all approved Change Orders: Substantial Completion: 385 days Ready for final payment: 415 days

	Recommended by Engineer (if required)	Accepted by Contractor
By:		
Title:		
Date:		
	Authorized by Owner	Approved by Funding Agency (if applicable)
y:		
Title:		
Date:		

EJCDC® C-941, Change Order EJCDC® C-941, Change Order, Rev.1.
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January 8, 2026

Mr. Jakob Castaneda, P.E.
Morgan Contracting, Inc.
900 Dutch Valley Dr.
Knoxville, TN 37918

Delivered via Email

Subject: Franklin WRF Rehabilitation & Resiliency Improvements
COF Project No. 2022-0289
PCO No. 2

Dear Mr. Castaneda:

As discussed in our meeting yesterday, we have reviewed your December 5, 2025 proposal for optimization of Duct Bank #2 (att.). Your proposed credit of ($118,260) is acceptable and this work will be included in a future change order. Please feel free to contact me with any questions.

Sincerely,



Daniel A. Harris, PMP, CCM
Principal Senior Project Manager
CDM Smith Inc.

Enclosure

cc: Michelle Hatcher (COF)
Brian Goodwin (COF)
Patricia McNeese (COF)
Alex Joss (CDM Smith)
File 14915.282158.05.06.40

MORGAN CONTRACTING

Daniel Harris, P.E.
CDM Smith Inc.
210 25th Avenue North, Suite 1102
Nashville, TN 37203

Proposal Date: December 5, 2025

Value Engineering Proposal 1.2 – Duct Bank #2 Optimization

Mr. Harris,

This proposal is being submitted as a Value Engineering Proposal. The attached documents illustrate and summarize the means by which the installation of the new duct bank from the Return Sludge Pump Station to the RAS Pump Station can be removed from the scope, while still providing the same functionality. Acceptance of this proposal will improve the project schedule, reduce potential conflicts with existing utilities, and provide a credit to the Owner.

Proposed Savings:

Total Savings Pending Acceptance: **$-236,520.00**

The table below shows the five (5) line items that are being credited back to the Owner and the Overhead Cost that will remain in the Contract for each of the corresponding line items.

Item #	Item Description	Units	Extended Price	Combined Overhead Cost to Remain in Contract
2C	Duct Bank #2: RSPS to RAS/WAS- Excavation/Install	1 LS	$120,000.00	$12,000.00
2D	Duct Bank #2: RSPS to RAS/WAS- Concrete Placement	1 LS	$60,000.00	$6,000.00
5A	Exposed Conduit from MCC Main to Exterior SS Junction Box	1 LS	$30,000.00	$3,000.00
5B	Exposed Conduit from SS Junction Box to Ductbank Elevation	1 LS	$20,800.00	$2,080.00
5C	Pull 500MCM Feeders to Electrical Building MCC-RSB2	0.4 LS	$32,000.00	$3,200.00
		Totals:	$262,800.00	$26,280.00

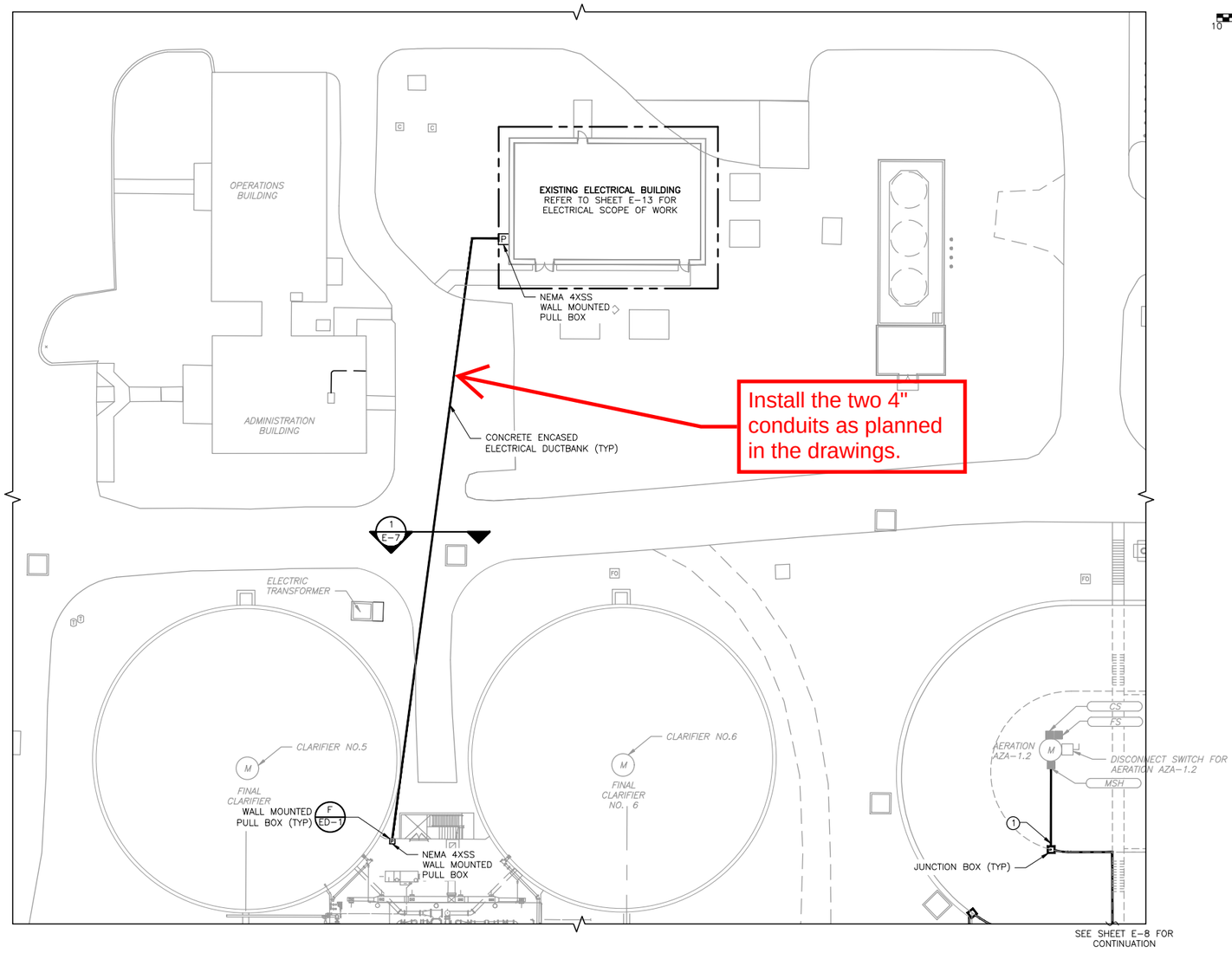
MCI proposes the savings from this proposal be split 50/50 between the Owner and MCI. The Owner would receive a deductive change order for 50% of the savings and MCI would receive a lump sum payment of $118,260.00 for 50% of the savings.

If you have any questions regarding any information in this quotation, please contact me directly. Thank you again.

Regards,

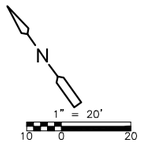
Jakob Castaneda, P.E.
Project Manager
Morgan Contracting, Inc.
900 Dutch Valley Drive
Knoxville, Tennessee 37918

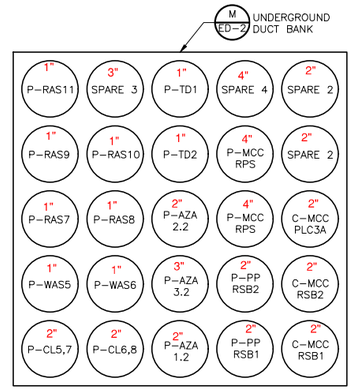
Office: 865-249-8640
Cell: 504-717-3060
Fax: 865-249-8651
Email: jcastaneda@morgan1.com



ELECTRICAL ENLARGED SITE

PLAN



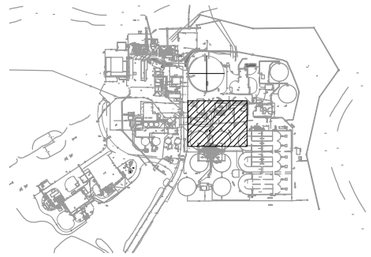


ELECTRICAL DUCTBANK

SECTION 1 / E-7

NTS

CONDUIT TAG	UG CONDUIT SIZE AND DESCRIPTION	REMARKS
P-CL5,7	2"C., CLARIFIER NO. 5,7 480V POWER FROM MCC-RSB 1	P-CL5, P-CL7
P-CL6,8	2"C., CLARIFIER NO. 6,8 480V POWER FROM MCC-RSB 2	P-CL6, P-CL8
P-WAS5	1"C., WAS-5 PUMP VFD 480V POWER FROM MCC-RSB 1	
P-WAS6	1"C., WAS-6 PUMP VFD 480V POWER FROM MCC-RSB 2	
P-RAS7	1"C., RAS PUMP NO. 7 480V POWER FROM MCC-RSB 1	
P-RAS8	1"C., RAS PUMP NO. 8 480V POWER FROM MCC-RSB 2	
P-RAS9	1"C., RAS PUMP NO. 9 480V POWER FROM MCC-RSB 1	
P-RAS10	1"C., RAS PUMP NO. 9 480V POWER FROM MCC-RSB 2	
P-RAS11	1"C., RAS PUMP NO. 9 480V POWER FROM MCC-RSB 1	
P-TD1	1"C., TANK DRAIN 1 480 POWER FROM MCC-RSB 1	
P-TD2	1"C., TANK DRAIN 2 480 POWER FROM MCC-RSB 2	
P-AZA1.2	2"C., AERATOR 1 480V POWER FROM MCC-RSB 1	
P-AZA2.2	2"C., AERATOR 2 480V POWER FROM MCC-RSB 2	
P-AZA3.2	3"C., AERATOR 3 480V POWER FROM MCC-RSB 1	
P-PPRSB1	2"C., PP-RSB 480V POWER FROM MCC-RSB1	
P-PPRSB2	2"C., PP-RSB 480V POWER FROM MCC-RSB2	
P-MCCRPS	4"C., 480V POWER FROM MCC-RSB2 TO MCC-RPS	2 PARALLEL SET
C-MCCRSB1	2"C., TANK DRAIN 1, AERATOR 1,3 AND CLARIFIER 5,7 CONTROL FROM MCC-RSB2	C-TD1, C-AZA1.2, C-AZA3.2, C-CL5, C-CL7
C-MCCRSB2	2"C., TANK DRAIN 2, AERATOR 2 AND CLARIFIER 6 CONTROL FROM MCC-RSB2	C-TD2, C-AZA2.2, C-CL6
C-MCCPLC3A	2"C., AFRATOR 1,2,3 CONTROL FROM MCCRSB TO PLC3A	C-AZA1.2B C-AZA2.2B C-AZA3.2B
SPARE 2	2"C., EMPTY WITH PULL CORD	
SPARE 3	3"C., EMPTY WITH PULL CORD	
SPARE 4	4"C., EMPTY WITH PULL CORD	



KEY PLAN

GENERAL NOTES:

1. REFER TO SHEET E-10 AND E-11 FOR ONE-LINE DIAGRAMS.

KEY NOTES:

(1) ROUTE CONDUIT UP THE WALL AND ALONG THE BOTTOM OF HANDRAILS TO AERATORS, TANK DRAINS AND BDP-1. ROUTE CONDUIT ALONG TOP SLAB TO THE AERATOR MOTOR. KEEP ROUTING OF CONDUIT ON TOP SLAB TO THE EAST PORTION OF AERATOR WHERE POSSIBLE. PAINT CONDUITS TO AVOID A TRIP HAZARD, COORDINATE COLOR WITH OWNER.



REV. NO.	DATE	DRWN	CHKD	REMARKS
	3/25	PT	AJ	CONFORMED DRAWING
	12/24	PT	AJ	REISSUED FOR BID

DESIGNED BY: A. JOSS
DRAWN BY: P. THIRU
SHEET CHK'D BY: I. SMITH
CROSS CHK'D BY: J. SANCHEZ
APPROVED BY: A. JOSS
DATE: DECEMBER 2024

CDM Smith
Parkview Towers
210 25th Avenue North, Suite 1102
Nashville, TN 37203
Tel: (615) 320-3161

PROJECT SITE ADDRESS:
FRANKLIN WRF
135 CLAUDE YATES DR.
FRANKLIN, TN 37064

CITY OF FRANKLIN, TENNESSEE
FRANKLIN WRF
REHABILITATION AND RESILIENCY IMPROVEMENTS
COF PROJECT NO. 2023-015

ELECTRICAL
ENLARGED SITE PLAN I

PROJECT NO: 14915-282158
FILE NAME: E005STPL.DWG
SHEET NO.
E-5

CONFORMED DRAWING

XREFs: [CDMS_2436, CEP000ST, MEP002PS, MWP001VV, MWP001VV, 2013-04 CoF_WRF C-Site_R8_Reissued, MWP002PS, MEP001PS, EWP001PS, EWP001ST, EWZ001EL, EWZ001EL-New, XSCBBS01] Images: []
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XREFs: [CDMS_2436] Images: []
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REUSE OF DOCUMENTS: THESE DOCUMENTS AND DESIGNS PROVIDED BY PROFESSIONAL SERVICE, INCORPORATED HEREIN, ARE THE PROPERTY OF CDM SMITH AND ARE NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CDM SMITH.

MAIN SWITCHBOARD 'MSB-RSB'

400A | 600A | 600A | 50A | 600A

1600A MLO

SPLICE (SEE SPECIFICATIONS)

NEMA 3R DOG HOUSE

TO LV-SWGR-1

30KVA XFMR-LSRB

PANEL LSRB

MCC-RPS (PARTIAL)

600A

POWER MONITOR

SPD

CP | VFD | VFD | VFD | VFD | VFD | VFD

2 WF-202

1/2 PRU-202

1/2 | 5 | 5 | 25 | 25 | 25 | 15 TS SH WAS-7 PUMP | 15 PLC-9 | 15 WAS-8 PUMP | PLC-9

VFD-1: 1"C., 3#8, 1#10G

MCC-RPS: 1"C., 3#8, 1#10G

VFD-1A: 1"C., 12#14, 1#12G

VFD-1B: 1"C., 2-2/C#16 SH

One splice to be made on the south wall of the Returned Sludge Pump Station.

Existing 500MCM conductors to remain from the south wall of the Returned Sludge Pump Station to the RAS/WAS Pump Station.

MCC-AT1

POWER MONITOR | SPD | RVSS

SPARE | SPARE | SPARE | SPARE | SPACE

100 AERATOR AZA-1.2

150 AERATOR AZA-3.2

MCC-AT2

POWER MONITOR | SPD

SPARE | SPARE | SPARE | SPARE | SPARE | SPACE

100 AERATOR AZA-2.2

MCC-RSB

POWER MONITOR | SPD

SPACE

CP (W/STARTERS) | CP (W/STARTERS)

CP

3/4 CLARIFIER NO. 5 | 3/4 CLARIFIER NO. 6 | 3/4 CLARIFIER NO. 7 | 3/4 CLARIFIER NO. 8

5 SCUM PUMP NO. 1 | 5 SCUM PUMP NO. 2

3/4 | 3/4 SUMP PUMPS

VFD | VFD | VFD | VFD | VFD

25 RAS PUMP NO. 7 | 25 RAS PUMP NO. 8 | 25 RAS PUMP NO. 9 | 25 RAS PUMP NO. 10 | 25 RAS PUMP NO. 11

EUH | EUH | EUH

3/4 EXHAUST FAN | 3/4 EXHAUST FAN

50A | 50A

VFD-1: 1"C., 3#8, 1#10G

MCC-RSB: 1"C., 3#8, 1#10G

VFD-1A: 1"C., 12#14, 1#12G

VFD-1B: 1"C., 2-2/C#16 SH

VFD | VFD

15 WAS-5 PUMP | PLC-3A | 15 WAS-6 PUMP | PLC-3A

SPARE

GENERAL NOTES:

1. EXISTING LOADS FROM DEMOLISHED EQUIPMENT TO BE FED FROM NEW PANELS AND MCC'S SHOWN ON SHEET E-11.

EXISTING MSB-RSB

ONE LINE DIAGRAM

(RETURN SLUDGE PUMP STATION)

REV. NO.	DATE	DRWN	CHKD	REMARKS
	3/25	PT	AJ	CONFORMED DRAWING
	12/24	PT	AJ	REISSUED FOR BID

DESIGNED BY: A. JOSS
DRAWN BY: P. THIRU
SHEET CHK'D BY: I. SMITH
CROSS CHK'D BY: J. SANCHEZ
APPROVED BY: A. JOSS
DATE: DECEMBER 2024

CDM Smith
Parkview Towers
210 25th Avenue North, Suite 1102
Nashville, TN 37203
Tel: (615) 320-3161

PROJECT SITE ADDRESS:
FRANKLIN WRF
135 CLAUDE YATES DR.
FRANKLIN, TN 37064

CITY OF FRANKLIN, TENNESSEE
FRANKLIN WRF
REHABILITATION AND RESILIENCY IMPROVEMENTS
COF PROJECT NO. 2023-015

ELECTRICAL
MAIN SWITCHBOARD MSB-RSB
ONE LINE DIAGRAM DEMOLITION

PROJECT NO: 14915-282158
FILE NAME: E009SPOL.DWG

SHEET NO.
E-9

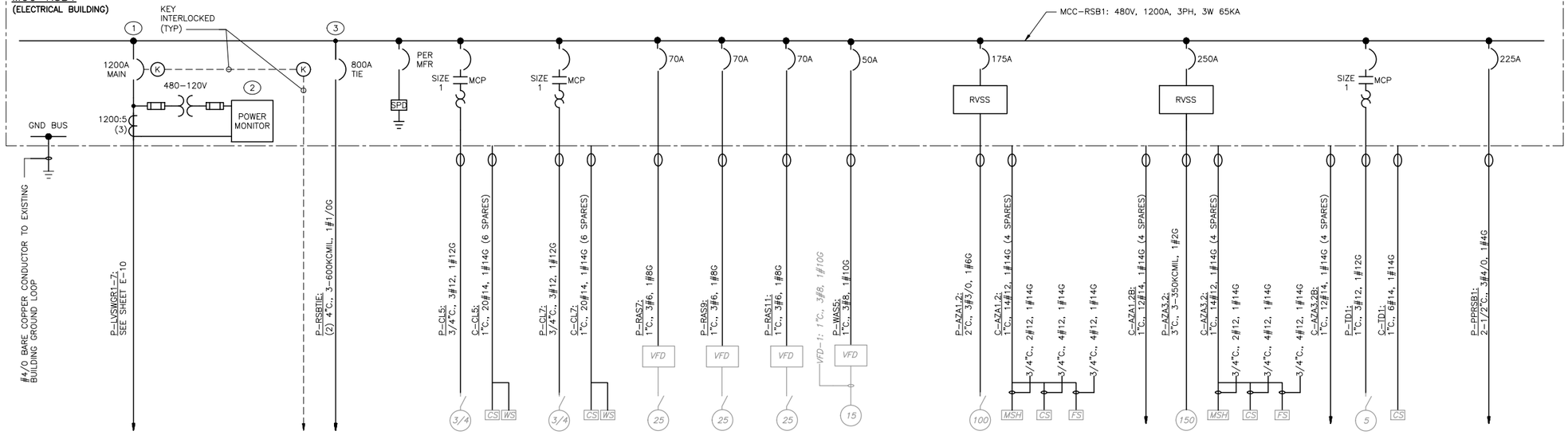
ALEXANDER L. JOSS — REGISTERED ENGINEER — AGRICULTURE — COMMERCE — STATE OF TENNESSEE — 129894 — 03/31/2026

CONFORMED DRAWING

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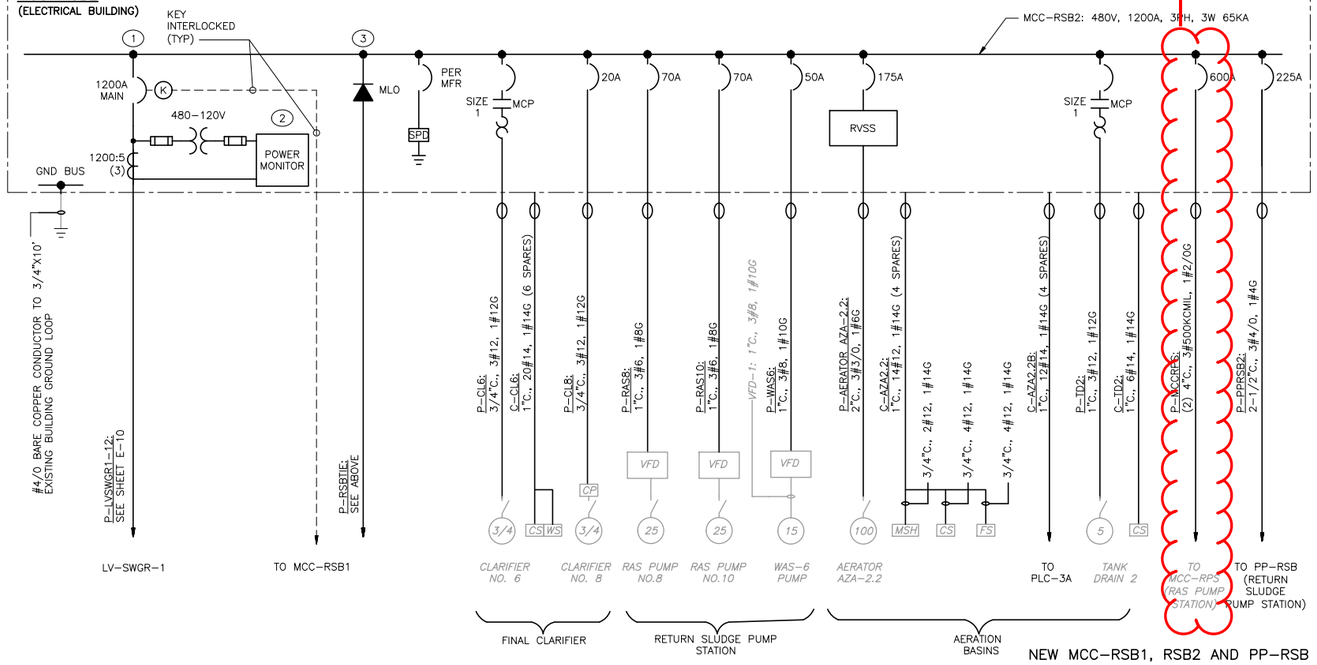
XREFs: [CDMS_2436] Images: [] Last saved by: PRASATHAR Time: 3/14/2025 1:55:58 PM pw:\\cdmsmith-as02-pw.bentley.com:pw_as\114915\282158\04 Design Services NM_Conformed\09 Electrical\10 BIM_CADD\E011SPOL.dwg
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REUSE OF DOCUMENTS:

MCC–RSB1
(ELECTRICAL BUILDING)



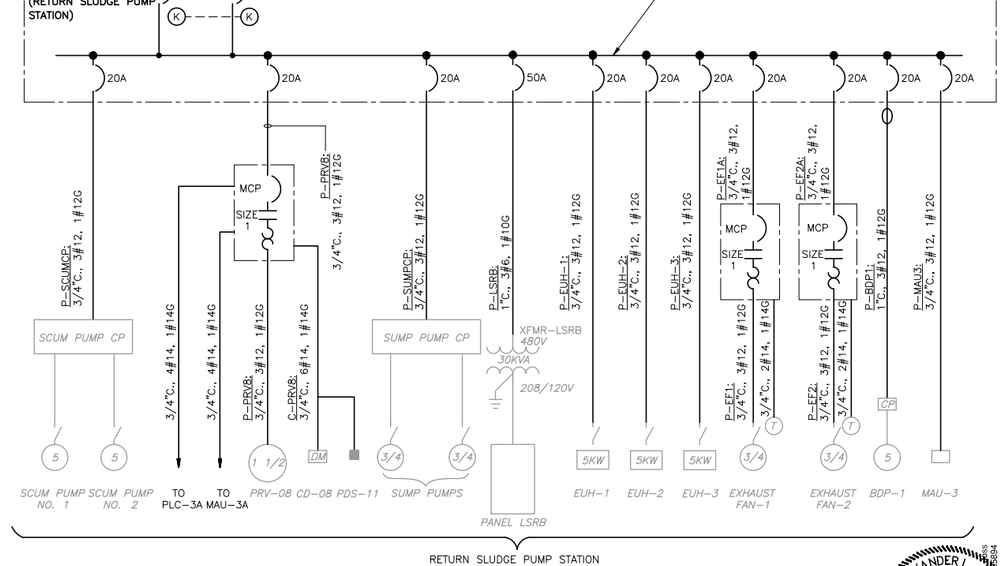
Feeder to be utilized as drawn with one splice to existing wire.

MCC–RSB2
(ELECTRICAL BUILDING)



NEW MCC–RSB1, RSB2 AND PP–RSB

ONE LINE DIAGRAM



REV. NO.	DATE	DRWN	CHKD	REMARKS
	3/25	PT	AJ	CONFORMED DRAWING
	12/24	PT	AJ	REISSUED FOR BID

DESIGNED BY: A. JOSS
DRAWN BY: P. THIRU
SHEET CHK'D BY: I. SMITH
CROSS CHK'D BY: J. SANCHEZ
APPROVED BY: A. JOSS
DATE: DECEMBER 2024

CDM Smith
Parkview Towers
210 25th Avenue North, Suite 1102
Nashville, TN 37203
Tel: (615) 320-3161

PROJECT SITE ADDRESS:
FRANKLIN WRF
135 CLAUDE YATES DR.
FRANKLIN, TN 37064

CITY OF FRANKLIN, TENNESSEE
FRANKLIN WRF
REHABILITATION AND RESILIENCY IMPROVEMENTS
COF PROJECT NO. 2023-015

ELECTRICAL
MCC-RSB1, MCC-RSB2, AND PP-RSB
ONE LINE DIAGRAM

PROJECT NO: 14915–282158
FILE NAME: E011SPOL.DWG
SHEET NO.
E-11

ALEXANDER L. JOSS 125894 REGISTERED ENGINEER AGRICULTURE COMMERCE NO. 125894 STATE OF TENNESSEE
2025.03.14 13:47:05-05'00'

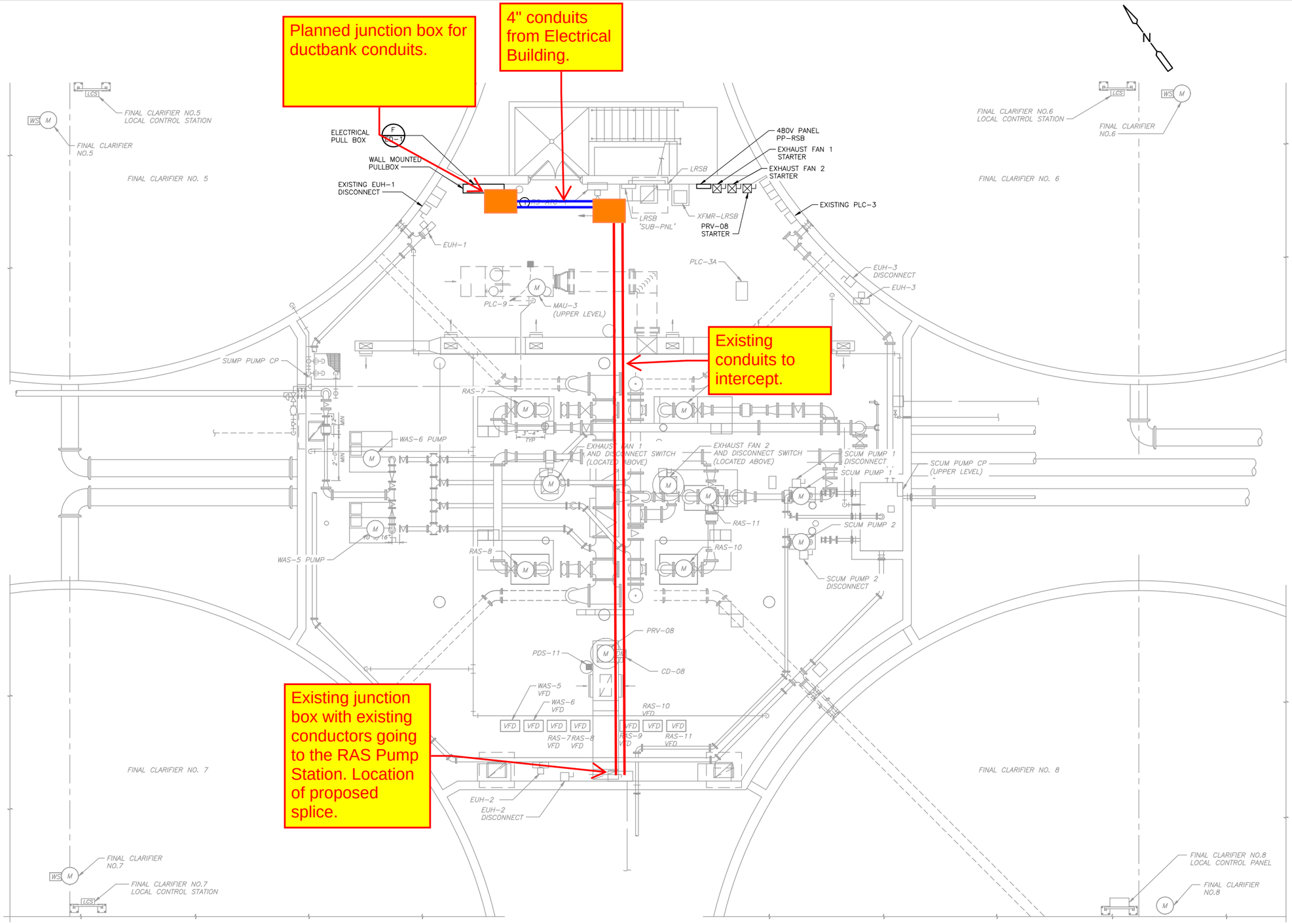
CONFORMED DRAWING

Planned junction box for ductbank conduits.

4" conduits from Electrical Building.

Existing conduits to intercept.

Existing junction box with existing conductors going to the RAS Pump Station. Location of proposed splice.



RETURN SLUDGE PUMP STATION POWER

PLAN

3/16" = 1'-0"

GENERAL NOTES:

1. PRIOR TO CORE DRILLING CONCRETE, SCAN SLAB OR WALL USING RADAR TO LOCATE REBAR AND/OR CONDUIT AND WIRING ON TOP AND BOTTOM SURFACES. LOCATION CORES AS TO AVOID REBAR AND/OR CONDUITS. NOTIFY ENGINEER IMMEDIATELY UPON BECOMING AWARE OF DISCREPANCIES WITHIN AREA OF WORK.
2. SLANTED AND SCREENED TEXT INDICATES INFORMATION OR DIMENSIONS TAKEN FROM RECORD DRAWINGS PRODUCED BY BLACK & VEATCH CORPORATION TITLED "CITY OF FRANKLIN, TENNESSEE WWTP RENOVATION CONTRACT 3 – LONG TERM IMPROVEMENTS" DATED OCTOBER 2004, AND RECORD DRAWINGS PRODUCED BY CDM SMITH INC., TITLED "FRANKLIN WRF MODIFICATIONS AND EXPANSION PROJECT" DATED APRIL 2018. ALL EXISTING INFORMATION AND DIMENSIONS TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO FABRICATION AND CONSTRUCTION.

KEY NOTES:

(1) THERMOSTATS FOR EXHAUST FANS 1 AND 2 LOCATED IN RS-ATC-1.

REV. NO.	DATE	DRWN	CHKD	REMARKS
	3/25	PT	AJ	CONFORMED DRAWING
	12/24	PT	AJ	REISSUED FOR BID

DESIGNED BY: A. JOSS
DRAWN BY: P. THIRU
SHEET CHK'D BY: I. SMITH
CROSS CHK'D BY: J. SANCHEZ
APPROVED BY: A. JOSS
DATE: DECEMBER 2024

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FRANKLIN, TN 37064

CITY OF FRANKLIN, TENNESSEE
FRANKLIN WRF
REHABILITATION AND RESILIENCY IMPROVEMENTS
COF PROJECT NO. 2023-015

ELECTRICAL
EXISTING RETURN SLUDGE PUMP STATION
POWER PLAN

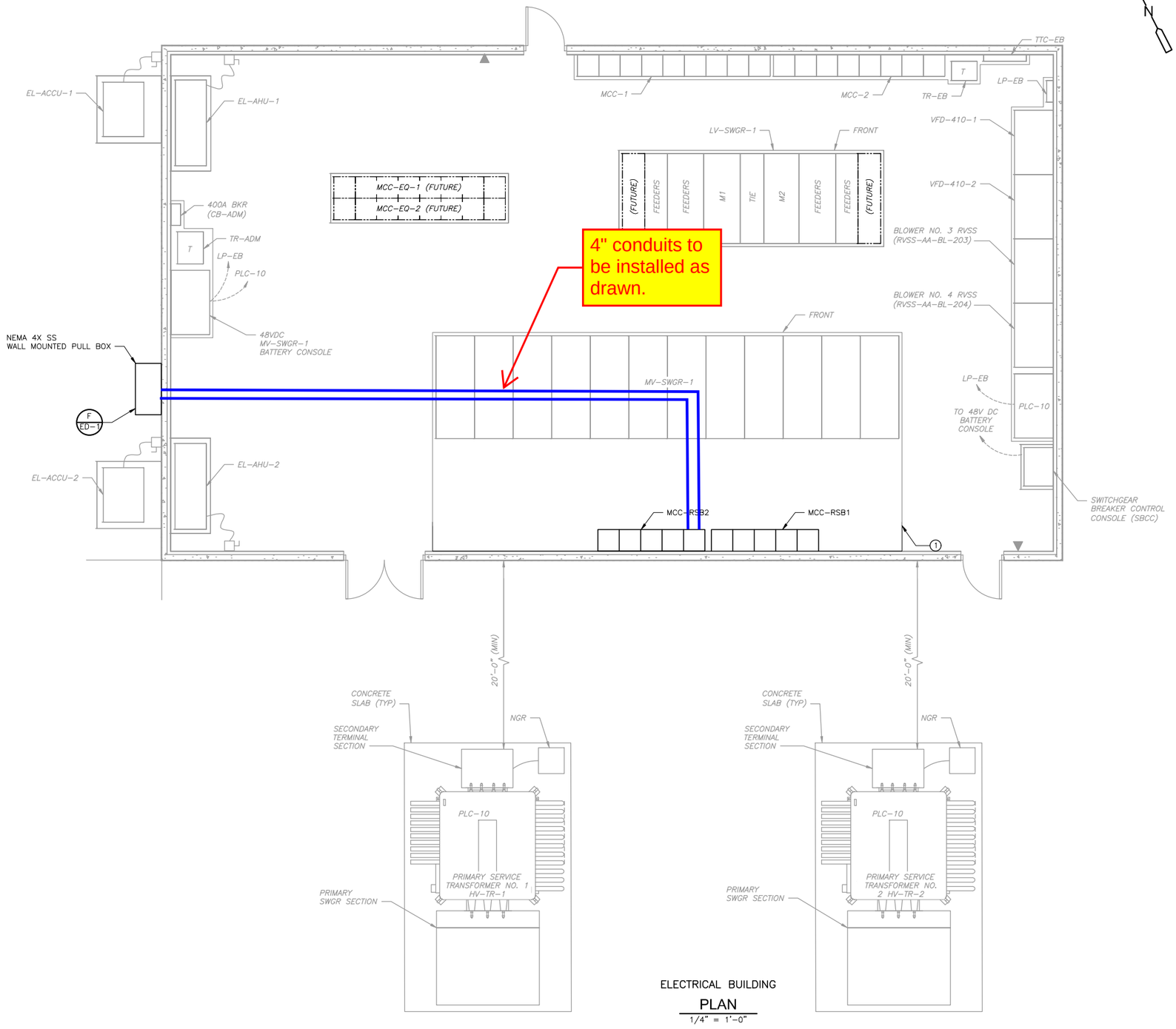
PROJECT NO: 14915-282158
FILE NAME: E012FBPL.DWG
SHEET NO.
E-12

ALEXANDER L. JOSS 25894 REGISTERED ENGINEER AGRICULTURE COMMERCE NO. 25894 STATE OF TENNESSEE 2/28/2025 7:30:05 PM

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CONFORMED DRAWING

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ELECTRICAL BUILDING
PLAN
1/4" = 1'-0"

GENERAL NOTES:

1. PRIOR TO CORING CONCRETE, SCAN SLAB OR WALL USING RADAR TO LOCATE REBAR AND/OR CONDUIT AND WIRING ON TOP AND BOTTOM SURFACES. LOCATION CORES AS TO AVOID REBAR AND/OR CONDUITS. NOTIFY ENGINEER IMMEDIATELY UPON BECOMING AWARE OF DISCREPANCIES WITHIN AREA OF WORK.
2. ROUTE CONDUIT FROM MCC-RSB1 AND MCC-RSB2 ABOVE DROP CEILING. RESTORE SUSPENDED CEILING AND REPLACE ANY DAMAGED TILES AFTER INSTALLATION.
3. SLANTED AND SCREENED TEXT INDICATES INFORMATION OR DIMENSIONS TAKEN FROM RECORD DRAWINGS PRODUCED BY CDM SMITH INC. TITLED "FRANKLIN WRF MODIFICATIONS AND EXPANSION PROJECT" DATED APRIL 2018. ALL EXISTING INFORMATION AND DIMENSIONS TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO FABRICATION AND CONSTRUCTION.

KEY NOTES:

(1) EXTEND MV-SWGR-1 CONCRETE HOUSEKEEPING PAD TO THE WALL AND PLACE NEW MCC-RSB1 AND MCC-RSB2 ON THE PAD.

1	2	3	4	5
MAIN BREAKER NO.1	POWER MONITOR	VFD WAS-5 PUMP	SPD	TIE BREAKER TO MCC-RSB2
	SPD		SPACE	
	PP-RSB	CLARIFIER NO. 5		
		CLARIFIER NO. 7	AREATOR AZA-3.2	
	VFD RAS PUMP NO. 7	TANK DRAIN 1		
	VFD RAS PUMP NO. 9			
	VFD RAS PUMP NO. 11	AREATOR AZA-1.2		
	SPACE			

MCC-RSB1
ELEVATION
NTS

1	2	3	4	5
MAIN BREAKER NO.1	POWER MONITOR	TANK DRAIN 2	SPD	TIE BREAKER FROM MCC-RSB1
	SPD		SPACE	
	PP-RSB	CLARIFIER NO. 6		
		CLARIFIER NO. 8		
	VFD RAS PUMP NO. 8	SPACE		
	VFD RAS PUMP NO. 10		SPACE	
	VFD WAS-6 PUMP	AREATOR AZA-2.2	MCC-RPS	
	SPACE			

MCC-RSB2
ELEVATION
NTS

REV. NO.	DATE	DRWN	CHKD	REMARKS
	3/25	PT	AJ	CONFORMED DRAWING
	12/24	PT	AJ	REISSUED FOR BID

DESIGNED BY: A. JOSS
DRAWN BY: P. THIRU
SHEET CHK'D BY: I. SMITH
CROSS CHK'D BY: J. SANCHEZ
APPROVED BY: A. JOSS
DATE: DECEMBER 2024

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CITY OF FRANKLIN, TENNESSEE
FRANKLIN WRF
REHABILITATION AND RESILIENCY IMPROVEMENTS
COF PROJECT NO. 2023-015

ELECTRICAL
EXISTING ELECTRICAL BUILDING
POWER PLAN

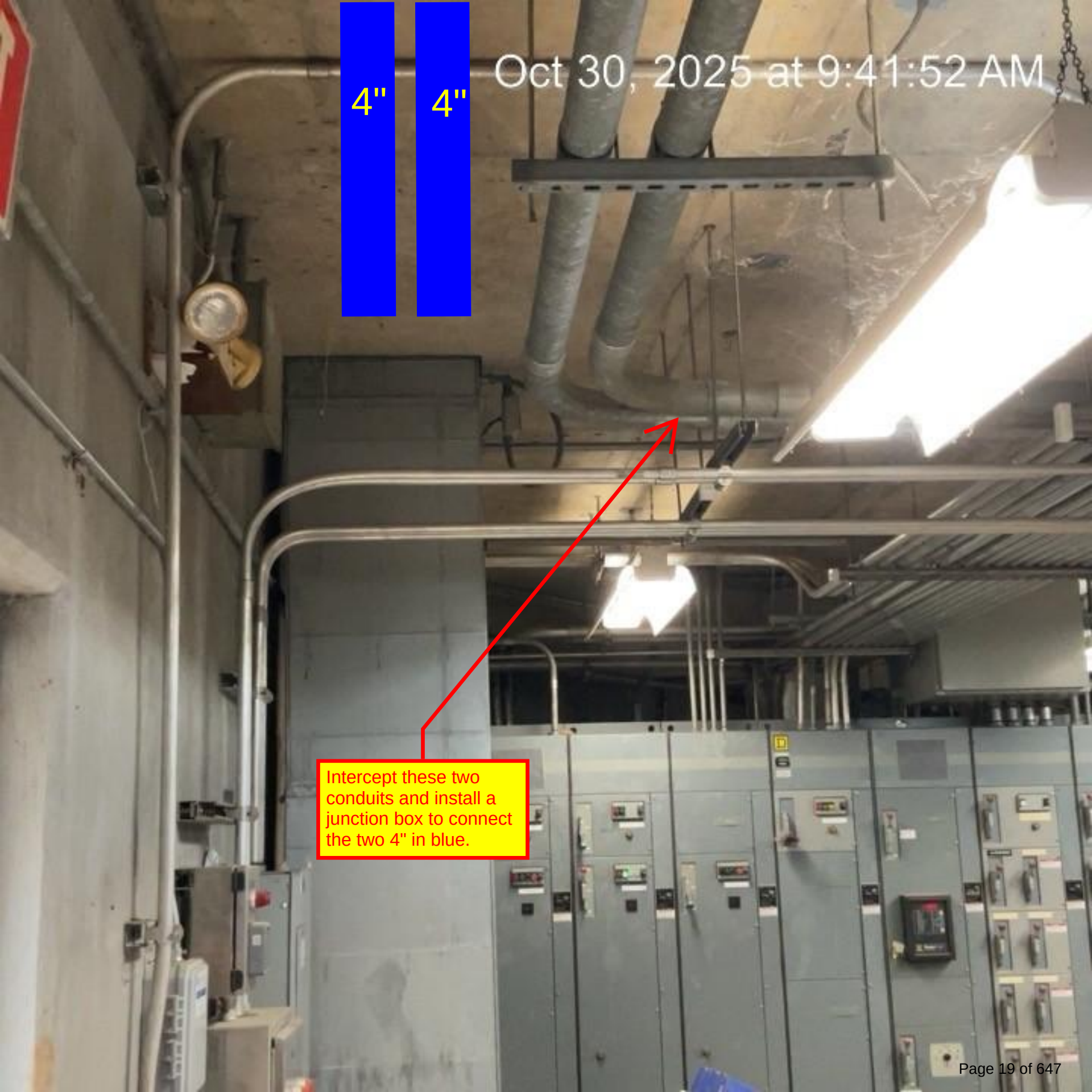
PROJECT NO: 14915-282158
FILE NAME: E013EBPL.DWG
SHEET NO.
E-13

ALEXANDER L. JOSS 125894 REGISTERED ENGINEER AGRICULTURE COMMERCE NO. 125894 STATE OF TENNESSEE 7-29-0500

CONFORMED DRAWING


Cut old splices & install new crimp butt splices & cold shrink connections. This would be the only splice in the entire run.
Oct 30, 2025 at 9:42:49 AM
New 500MCM to be pulled from the Electrical Building.


Planned Junction Box with conduits in ductbank from the Electrical Building.
Oct 30, 2025 at 9:41:59 AM
Planned Junction Box
4"
4"
SQUARE D COMPANY
MSB-RSB
WARNING


4"
4"
Oct 30, 2025 at 9:41:52 AM
Intercept these two conduits and install a junction box to connect the two 4" in blue.


Oct 30, 2025 at 9:41:41 AM

City of Franklin

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

File #: 26-0536

DATE: 5/28/2026

TO: Capital Investment Committee

FROM: Michelle Hatcher, Director of Water Management
Brian Goodwin, Asst. Director of Water Management

SUBJECT:

Consideration Of Final Change Order To COF Contract No. 2023-0076, With Garney Construction For The Downtown Area Water And Sewer Resiliency Improvements Project For An Increase Of $93,939.97

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the final change order for COF Contract No. 2023-0076 with Garney Construction for the Downtown Area/Lewisburg Avenue water and sewer resiliency improvements project.

BACKGROUND/STAFF COMMENTS:

The Downtown Area/Lewisburg Avenue Water And Sewer Resiliency Improvements Project was identified by the City of Franklin, which is in need of construction to update existing water and sanitary sewer in order to provide increased water pressure, improve water quality and reduce flow to the water reclamation facility. Sealed bids for the project were opened and read aloud on February 20, 2024, in the Purchasing Department at City Hall. Garney Construction was awarded the contract by Resolution 2024-19 in the amount of $7,830,530.00. The project was bid with five (5) alternates that the City feels to be warranted and the City originally chose to incorporate two (2) of the alternates, A and B, with the Base Bid based on the available funding for the project. As the project progressed, it was determined that another alternate, C, needed to be installed to continue to provide service to the residents on South Margin Street. This was added in Change Order No. 1 in the amount of $287,732.25. The final change order reflects the addition of part of alternate D to the project for the water line to be tied in from the end of Berry Circle through Winstead Court to tie into the 4th Avenue water line.

FINANCIAL IMPACT:

The cost increase of this final change order is $93,939.97. The total cost of the original base bid, two alternates, and inclusion of a third alternate with Change Order no. 1 was $8,118,262.25. The

project is being funded, in part, by direct American Rescue Plan Act (ARPA) funds in the amount of $5,050,176 in addition to contributions from the rate-funded capital each year for the duration of the project.

RECOMMENDATION:

Staff recommends that the final change order for COF Contract No. 2023-0076 be recommended to the Board of Mayor and Aldermen for approval.

CHANGE ORDER NO.: FINAL

Owner: **City of Franklin, TN** Date Issued: **2/25/2026**
Engineer: **Hazen and Sawyer**
Contractor: **Garney Companies**
Project Name: **Downtown Area Water & Sewer Resiliency Improvements**
Owners Contract No.: **COF 2023-0076**
Effective Date of Change Order: **2/25/2026**

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

Description:

This change order is to reflect the Final Construction Cost and Time of the Project.

Attachments:

1. **Pay Request #17 - Final**

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ 7,830,530.00	Original Contract Times: Substantial Completion: 4/4/2025 Ready for final payment: May 4, 2025
Increase from previously approved Change Orders $ 287,732.25	**Increase-**from previously approved Change Orders: Substantial Completion: 330 Calendar Days Ready for final payment: 330 Calendar Days
Contract Price prior to this Change Order: $ 8,118,262.25	Contract Times prior to this Change Order: Substantial Completion: 2/28/2026 Ready for final payment: 3/30/2026
Increase this Change Order: $ 93,939.97	~~**[Increase][Decrease]**~~ this Change Order: Substantial Completion: Ready for final payment:
Final Contract Price incorporating this Change Order: $ 8,212,202.22	Contract Times with all approved Change Orders: Substantial Completion: February 28, 2026 Ready for final payment: March 30, 2026

Recommended by City Project Manager

By: _____
Title: _____
Date: _____

Recommended by Department Director

By: _____
Title: _____
Date: _____

Authorized by Owner

By: _____
Title: _____
Date: _____

Contractor Approval

By: _____
Title: _____
Date: _____

Contractor's Application for Payment No. 17

		APPLICATION PERIOD:	11/5/2025 - 11/30/2025	APPLICATION DATE:	12/18/2025
TO:	CITY OF FRANKLIN, TN WATER MANAGEMENT DEPARTMENT	FROM:	GARNEY COMPANIES	VIA (ENGINEER):	HAZEN AND SAWYER
PROJECT:	DOWNTOWN AREA WATER AND SEWER RESILIENCY IMPROVEMENTS	CONTRACT:	2023-0076		
OWNER'S CONTRACT #:	2023-0076	CONTRACTOR'S PROJECT #:	3439	ENGINEER'S PROJECT #:	50065-106

APPLICATION FOR PAYMENT $ 118,748.75

CHANGE ORDER SUMMARY

APPROVED CHANGE ORDERS		
NUMBER	ADDITIONS (+)	DEDUCTIONS (-)
ALT C CO 01	$ 287,732.25	
TOTALS	$ 287,732.25	$ -
NET CHANGE BY CO	$ 287,732.25	

1	**ORIGINAL CONTRACT PRICE**	$	7,830,530.00
2	**NET CHANGE BY CO**	$	287,732.25
3	**CURRENT CONTRACT PRICE (1+2)**	$	8,118,262.25
4	**TOTAL COMPLETED AND STORED TO DATE (COLUMN F ON PROGRESS ESTIMATE)**		$8,237,011.00
5	**RETAINAGE**		
	c. TOTAL RETAINAGE (5a+5b) PAID TO DATE	$	411,850.53
6	**AMOUNT ELIGIBLE TO DATE (4-5c)**	$	7,825,160.47
7	**LESS PREVIOUS PAYMENTS (6 from prior app)**	$	7,712,057.79
8	**AMOUNT DUE THIS APPLICATION (6-7)**	$	113,102.68
10	**CREDIT PROVIDE BY CONTRACTOR**	$	(24,808.78)
11	**FINAL AMOUNT DUE TO CONTRACTOR**	**$**	**88,293.90**
12	**A RETENTION OWED**	$	-
	B. Final amount to be paid(4-10)	$	8,212,202.22

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Digitally signed by Tony Naredo
DN: C=US, E=tony.naredo@garney.com, O=Garney Companies, CN=Tony Naredo
Date: 2025.12.22 07:55:56-06'00'

Tony Naredo 12/18/2025
(Contract) (Date)

Payment of: $0.00
(Line 8 or other - attach explanation of other amount)

is recommended by: Thomas Lamb
(RPR)

Digitally signed by Thomas Lamb
DN: C=US, E=tom.lamb@ct-eng.net, O=C&T Engineering and Inspection, CN=Thomas Lamb
Reason: I am approving this document
Date: 2025.12.22 13:50:14-06'00' (Date)

is approved by: 12/22/25
(Engineer) (Date)

Approved by:
(Owner) (Date)

REMIT TO:
GARNEY COMPANIES, INC.
1700 Swift Street
North Kansas City, MO 64116

Note:
Payment instructions can only be modified by written authorization to the owner on Garney letterhead from the Garney CFO and verbal confirmation by the owner via phone by calling the Garney Division Controller of Financial Reporting at 816-746-7268 or Senior Manager of Administration at 816-746-7247. Also, please email Garney at AR@garney.com when an ACH or Wire transfer has been sent to Garney so that it's receipt can be confirmed in a timely manner.

Schedule of Values

Contract:	2023-0076										Application Date:	12/18/2025		
Application #:	17										Application Period:	11/5/2025	-	11/30/2025
A					B			C		D	E	F		G
Item		Contract Information				Quantity Installed Previous Periods	Quantity Installed This Period	Total Quantity Installed to Date	% Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Quantity	Units	Unit Price	Total Value of Item ($)									
	Base Bid													
1	Mobilization	1	LS	$100,000.00	$100,000.00	1		1	100.00%	$100,000.00		$100,000.00	100.0%	
2	Bonds & Insurance	1	LS	$15,600.00	$15,600.00	1		1	100.00%	$15,600.00		$15,600.00	100.0%	
3	Traffic Control (Allowance)	1	A	$171,400.00	$171,400.00	1		1	100.00%	$171,400.00		$171,400.00	100.0%	
4	Erosion Prevention and Sediment Control	1	LS	$4,500.00	$4,500.00	1		1	100.00%	$4,500.00		$4,500.00	100.0%	
5	Asphalt Surface, 1.5", PG70-22, 411-02.10 Grade D	500	TN	$175.00	$87,500.00	598.12	34	632.12	126.42%	$110,621.00		$110,621.00	126.4%	-$23,121.00
6	Asphalt Binder, PG70-22, 307-02.08, Grading B-M2	1250	TN	$288.00	$360,000.00	1317.87		1317.87	105.43%	$379,546.56		$379,546.56	105.4%	-$19,546.56
7	Asphalt Variance (Allowance)	1	A	$8,800.00	$8,800.00									$8,800.00
8	Mineral Aggregate Base, Type A, 303-01.01, Grading D	5400	TN	$50.00	$270,000.00	6201.31		6201.31	114.84%	$310,065.50		$310,065.50	114.8%	-$40,065.50
9	Flowable Fill	900	CY	$187.00	$168,300.00	866.5		866.5	96.28%	$162,035.50		$162,035.50	96.3%	$6,264.50
10	Tack Coat (0.07 Gal/SY)	620	GAL	$6.00	$3,720.00	680		680	109.68%	$4,080.00		$4,080.00	109.7%	-$360.00
11	Prime Coat - Bituminous Material	700	GAL	$1.00	$700.00									$700.00
12	Prime Coat - Cover Material	20000	LBS	$0.05	$1,000.00									$1,000.00
13	Pavement Marking	1	LS	$23,460.00	$23,460.00	1		1	100.00%	$23,460.00		$23,460.00	100.0%	
14	Milling Existing Pavement	4650	SY	$4.50	$20,925.00	4908		4908	105.55%	$22,086.00		$22,086.00	105.5%	-$1,161.00
15	Concrete Sidewalk (4" Thickness w/ fiber mesh and 4" #57	215	LF	$112.00	$24,080.00	1035.62		1035.62	481.68%	$115,989.44		$115,989.44	481.7%	-$91,909.44
16	Concrete Curb	50	LF	$100.00	$5,000.00	20		20	40.00%	$2,000.00		$2,000.00	40.0%	$3,000.00
17	Concrete Combined Curb and Gutter	220	LF	$86.00	$18,920.00									$18,920.00
18	Brick Crosswalks	130	SF	$95.00	$12,350.00									$12,350.00
19	Permanent Seeding, Fertilizer, and Straw Mulch	350	SY	$2.00	$700.00	350		350	100.00%	$700.00		$700.00	100.0%	
20	Materials Testing (Allowance)	1	A	$17,600.00	$17,600.00	0.08222557		0.082225568	8.22%	$1,447.17		$1,447.17	8.2%	$16,152.83
21	Loop Wiring in Roadway for Traffic Signals	3	EA	$2,000.00	$6,000.00									$6,000.00
22	Traffic Improvements (Intersection of E Fowlkes, Adams,	1	LS	$20,000.00	$20,000.00	1		1	100.00%	$20,000.00		$20,000.00	100.0%	
23	Final Site Cleanup and Closeout Documents	1	LS	$50,000.00	$50,000.00	0.5	0.5	1	100.00%	$50,000.00		$50,000.00	100.0%	
24	6" Ductile Iron Restrained Joint Water Line	100	LF	$130.00	$13,000.00	90.5		90.5	90.50%	$11,765.00		$11,765.00	90.5%	$1,235.00
25	8" Ductile Iron Restrained Joint Water Line	420	LF	$143.00	$60,060.00	479		479	114.05%	$68,497.00		$68,497.00	114.0%	-$8,437.00
26	12" Ductile Iron Restrained Joint Water Line	1332	LF	$180.00	$239,760.00	1197		1197	89.86%	$215,460.00		$215,460.00	89.9%	$24,300.00
27	6" Gate Valves	7	EA	$2,500.00	$17,500.00	6		6	85.71%	$15,000.00		$15,000.00	85.7%	$2,500.00
28	8" Gate Valves	3	EA	$3,100.00	$9,300.00	7		7	233.33%	$21,700.00		$21,700.00	233.3%	-$12,400.00
29	12" Butterfly Valves	7	EA	$3,500.00	$24,500.00	7		7	100.00%	$24,500.00		$24,500.00	100.0%	
30	1" Air Release Valves w/Vault	1	EA	$4,000.00	$4,000.00	1		1	100.00%	$4,000.00		$4,000.00	100.0%	
31	Water Service Connection Assembly 8" (Meter by Owner)	2	EA	$1,300.00	$2,600.00	2		2	100.00%	$2,600.00		$2,600.00	100.0%	
32	Water Service Connection Assembly 12" (Meter by Owner)	20	EA	$1,450.00	$29,000.00	23		23	115.00%	$33,350.00		$33,350.00	115.0%	-$4,350.00
33	Water Meter Boxes	22	EA	$600.00	$13,200.00	23		23	104.55%	$13,800.00		$13,800.00	104.5%	-$600.00
34	Retire 6" Water Main in Place	1722	LF	$3.00	$5,166.00	1722		1722	100.00%	$5,166.00		$5,166.00	100.0%	
35	Remove & Replace Fire Hydrant Assembly	5	EA	$7,800.00	$39,000.00	5		5	100.00%	$39,000.00		$39,000.00	100.0%	
36	Ductile Iron Fittings	7100	LBS	$9.00	$63,900.00	8360		8360	117.75%	$75,240.00		$75,240.00	117.7%	-$11,340.00
37	Connection to Existing Water Main	9	EA	$1,550.00	$13,950.00	7		7	77.78%	$10,850.00		$10,850.00	77.8%	$3,100.00
38	3/4" Copper Water Service Line	330	LF	$78.00	$25,740.00	386		386	116.97%	$30,108.00		$30,108.00	117.0%	-$4,368.00
39	Water Line Testing & Disinfection (Allowance)	1	A	$21,100.00	$21,100.00	1		1	100.00%	$21,100.00		$21,100.00	100.0%	
40	Pre-Construction CCTV	2250	LF	$1.20	$2,700.00	2250		2250	100.00%	$2,700.00		$2,700.00	100.0%	
41	Post-Construction CCTV	1800	LF	$1.20	$2,160.00	1800		1800	100.00%	$2,160.00		$2,160.00	100.0%	
42	48" Dia Sewer Manhole	10	EA	$13,800.00	$138,000.00	11		11	110.00%	$151,800.00		$151,800.00	110.0%	-$13,800.00
43	60" Dia Sewer Manhole	1	EA	$14,400.00	$14,400.00	1		1	100.00%	$14,400.00		$14,400.00	100.0%	
44	Manhole Standard Frame & Cover	13	EA	$3,100.00	$40,300.00	12		12	92.31%	$37,200.00		$37,200.00	92.3%	$3,100.00
45	Manhole Demolition/Removal	5	EA	$2,200.00	$11,000.00	5		5	100.00%	$11,000.00		$11,000.00	100.0%	
46	Manhole Retire In Place	4	EA	$4,500.00	$18,000.00	4		4	100.00%	$18,000.00		$18,000.00	100.0%	
47	Manhole Drop Assembly (Precast)	1	EA	$8,800.00	$8,800.00	1		1	100.00%	$8,800.00		$8,800.00	100.0%	

Schedule of Values

Contract:	2023-0076										Application Date:	12/18/2025		
Application #:	17										Application Period:	11/5/2025	-	11/30/2025
A					B			C		D	E	F		G
Item		Contract Information				Quantity Installed Previous Periods	Quantity Installed This Period	Total Quantity Installed to Date	% Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Quantity	Units	Unit Price	Total Value of Item ($)									
48	Connect New MH to Ex Pipe	5	EA	$4,200.00	$21,000.00	5		5	100.00%	$21,000.00		$21,000.00	100.0%	
49	6" PVC Sanitary Sewer Service	600	LF	$197.00	$118,200.00	896		896	149.33%	$176,512.00		$176,512.00	149.3%	-$58,312.00
50	Sewer Service Connections, including Cleanouts	29	EA	$3,300.00	$95,700.00	29		29	100.00%	$95,700.00		$95,700.00	100.0%	
51	8" PVC SDR 26 Sanitary Sewer	1800	LF	$345.00	$621,000.00	1799		1799	99.94%	$620,655.00		$620,655.00	99.9%	$345.00
52	Rock Removal (if Necessary)	1000	CY	$130.00	$130,000.00	6		6	0.60%	$780.00		$780.00	0.6%	$129,220.00
53	Retire 8" Sanitary Sewer In Place	1450	LF	$13.50	$19,575.00									$19,575.00
54	Sewer Flow Control, Bypass Pumping System, & Diesel (Allowance)	1	A	$75,000.00	$75,000.00	1		1	100.00%	$75,000.00		$75,000.00	100.0%	
55	15" RCP Storm Sewer	100	LF	$340.00	$34,000.00	100		100	100.00%	$34,000.00		$34,000.00	100.0%	
56	18" RCP Storm Sewer	80	LF	$345.00	$27,600.00	80		80	100.00%	$27,600.00		$27,600.00	100.0%	
57	Storm Sewer Catch Basin (Lewisburg Ave, Fowlkes St and Adams St)	5	EA	$17,800.00	$89,000.00	5		5	100.00%	$89,000.00		$89,000.00	100.0%	
58	Storm Sewer Improvements (Winstead Ct)	1	LS	$83,000.00	$83,000.00	1		1	100.00%	$83,000.00		$83,000.00	100.0%	
59	CONTINGENCY Allowance for Additional Work	1	A	$320,000.00	$320,000.00	0.76306322		0.763063219	76.31%	$244,180.23		$244,180.23	76.3%	$75,819.77
	Alternate A													
A1	Mobilization	1	LS	$90,000.00	$90,000.00	1		1	100.00%	$90,000.00		$90,000.00	100.0%	
A2	Bonds & Insurance	1	LS	$12,000.00	$12,000.00	1		1	100.00%	$12,000.00		$12,000.00	100.0%	
A3	Traffic Control (Allowance)	1	A	$311,000.00	$311,000.00	1		1	100.00%	$311,000.00		$311,000.00	100.0%	
A4	Erosion Prevention and Sediment Control	1	LS	$4,000.00	$4,000.00	1		1	100.00%	$4,000.00		$4,000.00	100.0%	
A5	Asphalt Surface, 1.5", PG70-22, 411-02.10 Grade D	460	TN	$175.00	$80,500.00	604.9		604.9	131.50%	$105,857.50		$105,857.50	131.5%	-$25,357.50
A6	Asphalt Binder, PG70-22, 307-02.08, Grading B-M2	980	TN	$288.00	$282,240.00	1033.71		1033.71	105.48%	$297,708.48		$297,708.48	105.5%	-$15,468.48
A7	Asphalt Variance (Allowance)	1	A	$6,300.00	$6,300.00									$6,300.00
A8	Mineral Aggregate Base, Type A, 303-01.01, Grading D	3900	TN	$39.10	$152,490.00	3856.9		3856.9	98.89%	$150,804.79		$150,804.79	98.9%	$1,685.21
A9	Flowable Fill	675	CY	$189.00	$127,575.00	760		760	112.59%	$143,640.00		$143,640.00	112.6%	-$16,065.00
A10	Tack Coat (0.07 Gal/SY)	575	GAL	$6.00	$3,450.00	575		575	100.00%	$3,450.00		$3,450.00	100.0%	
A11	Prime Coat - Bituminous Material	550	GAL	$1.00	$550.00	550		550	100.00%	$550.00		$550.00	100.0%	
A12	Prime Coat - Cover Material	16000	LBS	$0.05	$800.00	16000		16000	100.00%	$800.00		$800.00	100.0%	
A13	Pavement Marking	1	LS	$44,744.00	$44,744.00	1		1	100.00%	$44,744.00		$44,744.00	100.0%	
A14	Milling Existing Pavement	5730	SY	$4.50	$25,785.00	5800		5800	101.22%	$26,100.00		$26,100.00	101.2%	-$315.00
A15	Concrete Sidewalk (4" Thickness w/ fiber mesh and 4" #57 Stone)	110	LF	$132.00	$14,520.00	293.57		293.57	266.88%	$38,751.24		$38,751.24	266.9%	-$24,231.24
A16	Concrete Curb	150	LF	$75.00	$11,250.00	130		130	86.67%	$9,750.00		$9,750.00	86.7%	$1,500.00
A17	Concrete Combined Curb and Gutter	250	LF	$86.00	$21,500.00									$21,500.00
A18	Brick Crosswalks	750	SF	$95.00	$71,250.00									$71,250.00
A19	Permanent Seeding, Fertilizer, and Straw Mulch	100	SY	$2.00	$200.00	100		100	100.00%	$200.00		$200.00	100.0%	
A20	Materials Testing (Allowance)	1	A	$12,500.00	$12,500.00	0.205		0.205	20.50%	$2,562.50		$2,562.50	20.5%	$9,937.50
A21	Loop Wiring in Roadway for Traffic Signals	1	EA	$2,300.00	$2,300.00	2		2	200.00%	$4,600.00		$4,600.00	200.0%	-$2,300.00
A22	Final Site Cleanup and Closeout Documents	1	LS	$48,000.00	$48,000.00	0.5	0.5	1	100.00%	$48,000.00		$48,000.00	100.0%	
A23	6" Ductile Iron Restrained Joint Water Line	25	LF	$130.00	$3,250.00	169		169	676.00%	$21,970.00		$21,970.00	676.0%	-$18,720.00
A24	8" Ductile Iron Restrained Joint Water Line	40	LF	$143.00	$5,720.00	80		80	200.00%	$11,440.00		$11,440.00	200.0%	-$5,720.00
A25	12" Ductile Iron Restrained Joint Water Line	1350	LF	$169.00	$228,150.00	1356		1356	100.44%	$229,164.00		$229,164.00	100.4%	-$1,014.00
A26	6" Gate Valves	3	EA	$2,500.00	$7,500.00	4		4	133.33%	$10,000.00		$10,000.00	133.3%	-$2,500.00
A27	8" Gate Valves	1	EA	$3,100.00	$3,100.00	1		1	100.00%	$3,100.00		$3,100.00	100.0%	
A28	12" Butterfly Valves	10	EA	$3,500.00	$35,000.00	12		12	120.00%	$42,000.00		$42,000.00	120.0%	-$7,000.00
A29	1" Air Release Valves w/Vault	1	EA	$4,000.00	$4,000.00	1		1	100.00%	$4,000.00		$4,000.00	100.0%	
A30	Post Indicator Valve	1	EA	$2,600.00	$2,600.00	1		1	100.00%	$2,600.00		$2,600.00	100.0%	
A31	Water Service Connection Assembly 12" (Meter by Owner)	22	EA	$1,300.00	$28,600.00	22		22	100.00%	$28,600.00		$28,600.00	100.0%	

Schedule of Values

Contract:	2023-0076										Application Date:	12/18/2025		
Application #:	17										Application Period:	11/5/2025	-	11/30/2025
A					B			C		D	E	F		G
Item		Contract Information				Quantity Installed Previous Periods	Quantity Installed This Period	Total Quantity Installed to Date	% Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Quantity	Units	Unit Price	Total Value of Item ($)									
A32	Water Meter Boxes	22	EA	$600.00	$13,200.00	25		25	113.64%	$15,000.00		$15,000.00	113.6%	-$1,800.00
A33	Retire 4" Water Main in Place	50	LF	$15.00	$750.00	36		36	72.00%	$540.00		$540.00	72.0%	$210.00
A34	Retire 6" Water Main in Place	1275	LF	$12.00	$15,300.00	1275		1275	100.00%	$15,300.00		$15,300.00	100.0%	
A35	Retire 12" Water Main in Place	560	LF	$27.50	$15,400.00	2		2	0.36%	$55.00		$55.00	0.4%	$15,345.00
A36	Remove and Replace Fire Hydrant Assembly	3	EA	$7,900.00	$23,700.00	3		3	100.00%	$23,700.00		$23,700.00	100.0%	
A37	Ductile Iron Fittings	5300	LBS	$9.00	$47,700.00	5349		5349	100.92%	$48,141.00		$48,141.00	100.9%	-$441.00
A38	Connection to Ex Water Main	3	EA	$1,300.00	$3,900.00	3		3	100.00%	$3,900.00		$3,900.00	100.0%	
A39	3/4" Copper Water Service Line	440	LF	$75.00	$33,000.00	572		572	130.00%	$42,900.00		$42,900.00	130.0%	-$9,900.00
A40	Water Line Testing & Disinfection (Allowance)	1	A	$15,000.00	$15,000.00	1		1	100.00%	$15,000.00		$15,000.00	100.0%	
A41	Pre-Construction CCTV	2000	LF	$1.20	$2,400.00	2000		2000	100.00%	$2,400.00		$2,400.00	100.0%	
A42	Post-Construction CCTV	1450	LF	$1.20	$1,740.00	1450		1450	100.00%	$1,740.00		$1,740.00	100.0%	
A43	48" Dia Sewer Manhole	6	EA	$13,000.00	$78,000.00	6		6	100.00%	$78,000.00		$78,000.00	100.0%	
A44	60" Dia Sewer Manhole	2	EA	$15,000.00	$30,000.00	2		2	100.00%	$30,000.00		$30,000.00	100.0%	
A45	Manhole Standard Frame & Cover	8	EA	$3,100.00	$24,800.00	8		8	100.00%	$24,800.00		$24,800.00	100.0%	
A46	Manhole Demolition / Removal	4	EA	$2,200.00	$8,800.00	3		3	75.00%	$6,600.00		$6,600.00	75.0%	$2,200.00
A47	Connect New MH to Existing Pipe	3	EA	$4,100.00	$12,300.00	2		2	66.67%	$8,200.00		$8,200.00	66.7%	$4,100.00
A48	6" PVC Sanitary Sewer Service	320	LF	$208.00	$66,560.00	647		647	202.19%	$134,576.00		$134,576.00	202.2%	-$68,016.00
A49	Sewer Service Connections, including Cleanouts	16	EA	$3,300.00	$52,800.00	23		23	143.75%	$75,900.00		$75,900.00	143.8%	-$23,100.00
A50	8" PVC SDR 26 Sanitary Sewer	835	LF	$332.00	$277,220.00	837		837	100.24%	$277,884.00		$277,884.00	100.2%	-$664.00
A51	10" PVC SDR 26 Sanitary Sewer	600	LF	$345.00	$207,000.00	600		600	100.00%	$207,000.00		$207,000.00	100.0%	
A52	Retire 8" Sanitary Sewer In Place	800	LF	$22.00	$17,600.00	84		84	10.50%	$1,848.00		$1,848.00	10.5%	$15,752.00
A53	Sewer Flow Control, Bypass Pumping System, & Diesel (Allowance)	1	A	$30,000.00	$30,000.00	1		1	100.00%	$30,000.00		$30,000.00	100.0%	
A54	Manhole Retire In Place	3	EA	$4,300.00	$12,900.00	4		4	133.33%	$17,200.00		$17,200.00	133.3%	-$4,300.00
	Alternate B													
B1	Mobilization	1	LS	$85,000.00	$85,000.00	1		1	100.00%	$85,000.00		$85,000.00	100.0%	
B2	Bonds & Insurance	1	LS	$5,200.00	$5,200.00	1		1	100.00%	$5,200.00		$5,200.00	100.0%	
B3	Traffic Control (Allowance)	1	A	$66,000.00	$66,000.00	1		1	100.00%	$66,000.00		$66,000.00	100.0%	
B4	Erosion Prevention and Sediment Control	1	LS	$4,000.00	$4,000.00	1		1	100.00%	$4,000.00		$4,000.00	100.0%	
B5	Asphalt Surface, 1.5", PG70-22, 411-02.10 Grade D	205	TN	$175.00	$35,875.00	115	183	298	145.37%	$52,150.00		$52,150.00	145.4%	-$16,275.00
B6	Asphalt Binder, PG70-22, 307-02.08, Grading B-M2	565	TN	$288.00	$162,720.00	730.87		730.87	129.36%	$210,490.56		$210,490.56	129.4%	-$47,770.56
B7	Asphalt Variance (Allowance)	1	A	$3,400.00	$3,400.00									$3,400.00
B8	Mineral Aggregate Base, Type A, 303-01.01, Grading D	1950	TN	$39.00	$76,050.00	1158.6		1158.6	59.42%	$45,185.40		$45,185.40	59.4%	$30,864.60
B9	Flowable Fill	410	CY	$192.00	$78,720.00	180		180	43.90%	$34,560.00		$34,560.00	43.9%	$44,160.00
B10	Tack Coat (0.07 Gal/SY)	260	GAL	$6.00	$1,560.00	260		260	100.00%	$1,560.00		$1,560.00	100.0%	
B11	Prime Coat - Bituminous Material	320	GAL	$1.00	$320.00									$320.00
B12	Prime Coat - Cover Material	9100	LBS	$0.05	$455.00									$455.00
B13	Pavement Marking	1	LS	$16,350.00	$16,350.00	1		1	100.00%	$16,350.00		$16,350.00	100.0%	
B14	Milling Existing Pavement	2600	SY	$4.50	$11,700.00	2650		2650	101.92%	$11,925.00		$11,925.00	101.9%	-$225.00
B15	Concrete Sidewalk (4" Thickness w/ fiber mesh and 4" #57 Stone)	60	LF	$170.00	$10,200.00	114		114	190.00%	$19,380.00		$19,380.00	190.0%	-$9,180.00
B16	Concrete Curb	60	LF	$95.00	$5,700.00	30		30	50.00%	$2,850.00		$2,850.00	50.0%	$2,850.00
B17	Concrete Combined Curb and Gutter	250	LF	$85.00	$21,250.00									$21,250.00
B18	Permanent Seeding, Fertilizer, and Straw Mulch	100	SY	$2.00	$200.00	100		100	100.00%	$200.00		$200.00	100.0%	
B19	Materials Testing (Allowance)	1	A	$6,700.00	$6,700.00									$6,700.00
B20	Final Site Cleanup and Closeout Documents	1	LS	$31,000.00	$31,000.00	0.5	0.5	1	100.00%	$31,000.00		$31,000.00	100.0%	
B21	6" Ductile Iron Restrained Joint Water Line	60	LF	$130.00	$7,800.00	40		40	66.67%	$5,200.00		$5,200.00	66.7%	$2,600.00

Schedule of Values

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A					B			C		D	E	F		G
Item		Contract Information				Quantity Installed Previous Periods	Quantity Installed This Period	Total Quantity Installed to Date	% Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Quantity	Units	Unit Price	Total Value of Item ($)									
B22	12" Ductile Iron Restrained Joint Water Line	1000	LF	$170.00	$170,000.00	922		922	92.20%	$156,740.00		$156,740.00	92.2%	$13,260.00
B23	6" Gate Valves	5	EA	$2,500.00	$12,500.00	4		4	80.00%	$10,000.00		$10,000.00	80.0%	$2,500.00
B24	12" Butterfly Valves	2	EA	$3,500.00	$7,000.00	2		2	100.00%	$7,000.00		$7,000.00	100.0%	
B25	Water Service Connection Assembly 8" (Meter by Owner)	1	EA	$1,300.00	$1,300.00									$1,300.00
B26	Water Service Connection Assembly 12" (Meter by Owner)	19	EA	$1,450.00	$27,550.00	18		18	94.74%	$26,100.00		$26,100.00	94.7%	$1,450.00
B27	Water Meter Boxes	20	EA	$600.00	$12,000.00	18		18	90.00%	$10,800.00		$10,800.00	90.0%	$1,200.00
B28	Retire 6" Water Main in Place	1000	LF	$5.50	$5,500.00	1000		1000	100.00%	$5,500.00		$5,500.00	100.0%	
B29	Retire 12" Water Main in Place	520	LF	$24.00	$12,480.00									$12,480.00
B30	Remove & Replace Fire Hydrant Assembly	3	EA	$7,900.00	$23,700.00	2		2	66.67%	$15,800.00		$15,800.00	66.7%	$7,900.00
B31	Ductile Iron Fittings	2400	LBS	$10.00	$24,000.00	1614		1614	67.25%	$16,140.00		$16,140.00	67.3%	$7,860.00
B32	Connection to Ex Water Main	3	EA	$1,800.00	$5,400.00	2		2	66.67%	$3,600.00		$3,600.00	66.7%	$1,800.00
B33	3/4" Copper Water Service Line	400	LF	$75.00	$30,000.00	411		411	102.75%	$30,825.00		$30,825.00	102.8%	-$825.00
B34	Water Line Testing & Disinfection (Allowance)	1	A	$8,100.00	$8,100.00	1		1	100.00%	$8,100.00		$8,100.00	100.0%	
B35	Pre-Construction CCTV	550	LF	$1.20	$660.00	2000		2000	363.64%	$2,400.00		$2,400.00	363.6%	-$1,740.00
B36	Post-Construction CCTV	650	LF	$1.20	$780.00	869		869	133.69%	$1,042.80		$1,042.80	133.7%	-$262.80
B37	48" Dia Sewer Manhole	2	EA	$12,000.00	$24,000.00	3		3	150.00%	$36,000.00		$36,000.00	150.0%	-$12,000.00
B38	Manhole Standard Frame & Cover	2	EA	$3,100.00	$6,200.00	3		3	150.00%	$9,300.00		$9,300.00	150.0%	-$3,100.00
B39	Manhole Retire in Place	3	EA	$4,500.00	$13,500.00	3		3	100.00%	$13,500.00		$13,500.00	100.0%	
B40	6" PVC Sanitary Sewer Service	220	LF	$180.00	$39,600.00	377		377	171.36%	$67,860.00		$67,860.00	171.4%	-$28,260.00
B41	Sewer Service Connections, including Cleanouts	11	EA	$3,300.00	$36,300.00	11		11	100.00%	$36,300.00		$36,300.00	100.0%	
B42	8" PVC SDR 26 Sanitary Sewer	650	LF	$337.00	$219,050.00	649		649	99.85%	$218,713.00		$218,713.00	99.8%	$337.00
B43	Retire 8" Sanitary Sewer In Place	1050	LF	$18.00	$18,900.00									$18,900.00
B44	Sewer Flow Control, Bypass Pumping System, & Diesel (Allowance)	1	A	$25,000.00	$25,000.00	1		1	100.00%	$25,000.00		$25,000.00	100.0%	
B45	1" ARV	1	EA	$4,100.00	$4,100.00	1		1	100.00%	$4,100.00		$4,100.00	100.0%	
	Alternate C													
C2	Bonds & Insurance	0.33	LS	$ 4,500.00	$1,485.00	0.3		0.3	90.91%	$1,350.00		$1,350.00	90.9%	$135.00
C3	Traffic Control (Allowance)	0.33	A	$ 58,000.00	$19,140.00	0.3		0.3	90.91%	$17,400.00		$17,400.00	90.9%	$1,740.00
C4	Erosion Prevention and Sediment Control	1.00	LS	$ 2,500.00	$2,500.00	1		1	100.00%	$2,500.00		$2,500.00	100.0%	
C5	Asphalt Surface, 1.5", PG70-22, 411-02.10 Grade D	70.00	TN	$ 175.00	$12,250.00	50	20	70	100.00%	$12,250.00		$12,250.00	100.0%	
C6	Asphalt Binder, PG70-22, 307-02.08, Grading B-M2	95.00	TN	$ 288.00	$27,360.00	95		95	100.00%	$27,360.00		$27,360.00	100.0%	
C7	Asphalt Variance (Allowance)	1.00	A	$ 2,200.00	$2,200.00									$2,200.00
C8	Mineral Aggregate Base, Type A, 303-01.01, Grading D	225.00	TN	$ 47.00	$10,575.00	226.3		226.3	100.58%	$10,636.10		$10,636.10	100.6%	-$61.10
C9	Tack Coat (0.07 Gal/SY)	90.00	GAL	$ 6.00	$540.00	90		90	100.00%	$540.00		$540.00	100.0%	
C10	Prime Coat - Bituminous Material	55.00	GAL	$ 1.00	$55.00									$55.00
C11	Prime Coat - Cover Material	1,525.00	LBS	$ 0.05	$76.25									$76.25
C12	Pavement Marking	0.40	LS	$ 13,580.00	$5,432.00	0.4		0.4	100.00%	$5,432.00		$5,432.00	100.0%	
C13	Milling Existing Pavement	1,030.00	SY	$ 4.50	$4,635.00	1050		1050	101.94%	$4,725.00		$4,725.00	101.9%	-$90.00
C14	Concrete Sidewalk (4" Thickness w/ fiber mesh and 4" #57 Stone)	20.00	LF	$ 257.00	$5,140.00	10		10	50.00%	$2,570.00		$2,570.00	50.0%	$2,570.00
C15	Concrete Curb	20.00	LF	$ 140.00	$2,800.00									$2,800.00

Schedule of Values

Contract:	2023-0076										Application Date:	12/18/2025		
Application #:	17										Application Period:	11/5/2025	-	11/30/2025
A					B			C		D	E	F		G
Item		Contract Information				Quantity Installed Previous Periods	Quantity Installed This Period	Total Quantity Installed to Date	% Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Quantity	Units	Unit Price	Total Value of Item ($)									
C18	Permanent Seeding, Fertilizer, and Straw Mulch	30.00	SY	$ 2.00	$60.00									$60.00
C19	Materials Testing (Allowance)	1.00	A	$ 4,400.00	$4,400.00									$4,400.00
C21	Final Site Cleanup and Closeout Documents	0.33	LS	$ 31,000.00	$10,230.00	0.15	0.18	0.33	100.00%	$10,230.00		$10,230.00	100.0%	
C36	Pre-Construction CCTV	200.00	LF	$ 1.20	$240.00	200		200	100.00%	$240.00		$240.00	100.0%	
C37	Post-Construction CCTV	220.00	LF	$ 1.20	$264.00	244		244	110.91%	$292.80		$292.80	110.9%	-$28.80
C38	48" Dia Sewer Manhole	2.00	EA	$ 12,000.00	$24,000.00	2		2	100.00%	$24,000.00		$24,000.00	100.0%	
C39	Manhole Standard Frame & Cover	2.00	EA	$ 3,100.00	$6,200.00	2		2	100.00%	$6,200.00		$6,200.00	100.0%	
C40	Manhole Demolition/Removal	1.00	EA	$ 4,300.00	$4,300.00	1		1	100.00%	$4,300.00		$4,300.00	100.0%	
C41	6" PVC Sanitary Sewer Service	120.00	LF	$ 185.00	$22,200.00	120		120	100.00%	$22,200.00		$22,200.00	100.0%	
C42	Sewer Service Connections, Including Cleanouts	6.00	EA	$ 3,300.00	$19,800.00	2		2	33.33%	$6,600.00		$6,600.00	33.3%	$13,200.00
C43	8" PVC SDR26 Sanitary Sewer	220.00	LF	$ 320.00	$70,400.00	244		244	110.91%	$78,080.00		$78,080.00	110.9%	-$7,680.00
C44	Retire 8" Sanitary Sewer In Place	350.00	LF	$ 47.00	$16,450.00	50		50	14.29%	$2,350.00		$2,350.00	14.3%	$14,100.00
C45	Sewer Flow Control, Bypass Pumping and Diesel (Allowance)	1.00	A	$ 15,000.00	$15,000.00	1		1	100.00%	$15,000.00		$15,000.00	100.0%	
	Alternate D (partial)													
D2	Bonds & Insurance	1	LS	$4,100.00	$4,100.00	1		1	100.00%	$4,100.00		$4,100.00	100.0%	
D3	Traffic Control (Allowance)	1	A	$10,000.00	$10,000.00	1		1	100.00%	$10,000.00		$10,000.00	100.0%	
D4	Erosion Prevention and Sediment Control	1	LS	$1,200.00	$1,200.00	1		1	100.00%	$1,200.00		$1,200.00	100.0%	
D6	Asphalt Binder, PG70-22, 307-02.08, Grading B-M2	40.00	TN	$288.00	$11,520.00	40		40	100.00%	$11,520.00		$11,520.00	100.0%	
D7	Asphalt Variance (Allowance)	1.00	A	$2,000.00	$2,000.00									$2,000.00
D8	Mineral Aggregate Base, Type A, 303-01.01, Grading D	250.00	TN	$92.00	$23,000.00	251		251	100.40%	$23,092.00		$23,092.00	100.4%	-$92.00
D9	Tack Coat (0.07 Gal/SY)	200.00	GAL	$6.00	$1,200.00	115		115	57.50%	$690.00		$690.00	57.5%	$510.00
D10	Prime Coat - Bituminous Material	175.00	GAL	$1.00	$175.00									$175.00
D11	Prime Coat - Cover Material	5,000.00	LBS	$0.05	$250.00									$250.00
D18	Material Testing (allownace	1.00	ls	$2,500.00	$2,500.00									$2,500.00
D19	Final Site Cleanup and Closeout Documents	1	LS	$15,000.00	$15,000.00	0.5	0.5	1	100.00%	$15,000.00		$15,000.00	100.0%	
D20	8" Ductile Iron Restrained Joint Water Line	220	LF	$240.00	$52,800.00	220		220	100.00%	$52,800.00		$52,800.00	100.0%	
D22	6" Gate Valves	1	EA	$4,000.00	$4,000.00	1		1	100.00%	$4,000.00		$4,000.00	100.0%	
D23	8" Gate Valves	2	EA	$4,900.00	$9,800.00	3		3	150.00%	$14,700.00		$14,700.00	150.0%	-$4,900.00
D26	Water Service Connection Assembly 8" (Meter by Owner)	1	EA	$3,000.00	$3,000.00									$3,000.00
D28	Water Meter Boxes	1	EA	$1,500.00	$1,500.00									$1,500.00
D29	Retire 6" Water Main in Place	220	LF	$15.00	$3,300.00	220		220	100.00%	$3,300.00		$3,300.00	100.0%	
D31	Ductile Iron Fittings	400	LBS	$25.00	$10,000.00	326		326	81.50%	$8,150.00		$8,150.00	81.5%	$1,850.00
D32	3/4" water service line	25		$200.00	$5,000.00									$5,000.00
D33	Water line Testing and Disinfection (allownace)	1		$4,700.00	$4,700.00	1		1	100.00%	$4,700.00		$4,700.00	100.0%	
D34	6" Ductile Iron Restrained Joint Water Line	30	LF	$300.00	$9,000.00	38		38	126.67%	$11,400.00		$11,400.00	126.7%	-$2,400.00
D35	Connection to Ex Water Main	2	EA	$7,500.00	$15,000.00	2		2	100.00%	$15,000.00		$15,000.00	100.0%	
D	SUBTOTAL D TO BE PAID BY CONTINGENCY													
				Totals						**$8,237,011**		**$8,237,011**	99.2%	

Contingency for Unforeseen Work Elements

OWNERS NO.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	APPROVED QUANTITIES			CURRENT AMOUNT	AMOUNT TO DATE
						CURRENT	PREVIOUS	TOTAL		
59-1	1" Taps	2.00	EA	$ 2,040.00	$4,080.00		2	2.00	$0.00	$4,080.00
59-2	1.5 tap	1.00	EA	$ 3,839.00	$3,839.00		1	1.00	$0.00	$3,839.00
59-3	2" tap	1.00	EA	$ 4,241.00	$4,241.00		1	1.00	$0.00	$4,241.00
59-4	1" service line	35.00	FT	$ 85.00	$2,975.00		35	35.00	$0.00	$2,975.00
59-5	1.5" Service line	40.00	FT	$ 95.00	$3,800.00		40	40.00	$0.00	$3,800.00
59-6	2" service line	30.00	FT	$ 100.00	$3,000.00		30	30.00	$0.00	$3,000.00
59-7	Shut down for Event	1.00	EA	$ 4,129.00	$4,129.00		1	1.00	$0.00	$4,129.00
59-8	Fence Rental for School	1.00	LS	$ 2,156.60	$2,156.60		1	1.00	$0.00	$2,156.60
59-9	Curb and Gutter	1,455.40	LF	$ 78.00	$113,521.20		1455.40	1,455.40	$0.00	$113,521.20
59-10	Construction Entrance	1.00	ls	$ 21,741.73	$21,741.73		1	1.00	$0.00	$21,741.73
59-11	Tree Demo	1.00	ls	$ 7,342.50	$7,342.50		1	1.00	$0.00	$7,342.50
59-12	Manhole Rehab	1.00	ls	$ 6,776.00	$6,776.00		1	1.00	$0.00	$6,776.00
59-13	Dumpster wall replacement(place holder)	1.00	ls	$ 18,000.00	$18,000.00		1	1.00	$0.00	$18,000.00
59-14	Brick Stamps	576.00	sft	$ 33.57	$19,336.32		576	576.00	$0.00	$19,336.32
59-15	Adjust Castings at Church and 5th Street	1.00	ls	$ 8,725.00	$8,725.00		1	1.00	$0.00	$8,725.00
59-16	Winstead Mountable Curbs	220.00	lf	$ 58.00	$12,760.00		220	220.00	$0.00	$12,760.00
59-17	Credit on Sewer repair	1.00	ls	$ (2,947.18)	($2,947.18)		1	1.00	$0.00	($2,947.18)
59-18	Delineators at Fowlkes and Adams	1.00	ls	$ 6,128.06	$6,128.06		1	1.00	$0.00	$6,128.06
59-19	Paving Credit	1.00	1	$ (824.00)	($824.00)		1	1.00	$0.00	($824.00)
59-20	Additional Sidwalks and Striping	1.00	1	$ 5,400.00	$5,400.00		1	1.00	$0.00	$5,400.00
										$0.00
										$0.00
	Subtotal				$244,180.23	0%			$0.00	$244,180.23
						Current	Previous	Total	Current	Total To Date
ALLOW	Contingency for Unforeseen Work Elements	1.00	LS	$320,000.00	$320,000.00	0.0000	0.6385	0.76	$0.00	$244,180.23
						0.00000%	63.852%	76.306%		

Earned to date	$244,180.23	
Allowance to be paid (estimate)	$244,180.23	76.306%

City of Franklin

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

File #: 26-0677

DATE: 5/28/2026

TO: Capital Investment Committee

FROM: Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of COF Contract No. 2026-0091, With John And Donna Morgan Of 4006 Clovercroft Road (Map 79L, Group A, Parcel 12.00) For Annexation Agreement

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the annexation agreement with John and Donna Morgan of 4006 Clovercroft Road (Map 79L, Group A, Parcel 12).

BACKGROUND/STAFF COMMENTS:

The sanitary sewer availability was granted to 4006 Clovercroft Road (Map 79L, Group A, Parcel 12) at the February 26, 2026, Board of Mayor and Aldermen meeting with the following conditions:

-the property owner must obtain an easement from the Church.
-the property owner understands that, as the sewer service will have to be extended from the other side of Clovercroft Road, they are responsible for all costs associated with making the service tap, and that these costs may exceed the typical tap fee.
-the property owner will be responsible for paying any fees associated with this approval.
-the property owner will be required to sign an annexation agreement and a sewer availability agreement with the City of Franklin.
-the property owner will be required to have the annexation agreement recorded with the Williamson County Register of Deeds.

This item is the annexation agreement between the City and the property owners of 400 Clovercroft Road (Map 79L, Group A, Parcel 12).

FINANCIAL IMPACT:

No cost for this item.

RECOMMENDATION:

Staff recommends that this annexation agreement be recommended for approval by the Board of Mayor and Aldermen.

Agreement Prepared by:
City of Franklin
Law Department
109 3rd Avenue South
Franklin, TN 37064

ANNEXATION AGREEMENT
COF CONTRACT NO 2026-0091

This Agreement is between the City of Franklin, Tennessee ("City") and John and Donna Morgan ("Owners"), and is entered into on this the _____ day of _____, 2026.

WHEREAS, the Owners have submitted an availability request for sanitary sewer service to the City; and

WHEREAS, the Board of Mayor and Aldermen have adopted Conditions and Requirements to Obtain Sanitary Sewer Availability; and

WHEREAS, the Conditions and requirements to Obtain Sanitary Sewer Availability require annexation at such time the property becomes contiguous to the City's corporate limits or as determined by the Board of Mayor and Aldermen.

NOW THEREFORE, the City and the Owners, their successors and assigns, do hereby agree as follows:

1. Owners represent that they are the sole Owners of 4006 Clovercroft Road, Tax Map 79L, Group A, Parcel 12.00, recorded in Deed Book 9317 Page 183, located in Williamson County TN ("Property").

2. In exchange for the City's agreement to allow Owners to connect the Property to one or more of the City's Utility Systems, the Owners, on behalf of themselves, their heirs and assigns, do hereby convey unto the City the irrevocable and perpetual right to file on their behalf a Petition of Annexation at any time after annexation becomes possible or desirable by the City.

3. City shall allow Owners to connect utilities serving the Property to the City's systems. Owners shall make this connection at their expense, obtain all necessary permits for the connection, and pay all fees required to connect to the City's systems.

4. All utilities serving the Property shall be located within standard easements dedicated to the City and construed in compliance with all applicable City, State, and Federal regulations and standards.

5. To the extent allowed by law, City may annex the Property into the City, without further action of the Owners, after the Property becomes contiguous to the corporate limits of the City.

6. Owners irrevocably appoint the City Administrator of the City, as their attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation of the Property to the City. The City Administrator may exercise this power of attorney at any time after the Property becomes contiguous to the corporate limits of the City. Owners on their behalf, and on behalf of their heirs successors, and assigns do hereby waive any notice of the filing of the petition, do hereby consent to the granting of the petition, and do hereby waive any objections, statutory or otherwise, to the annexation of the Property into the City. Owners do hereby authorize the City to take whatever action necessary to complete the annexation of this Property.

7. If requested by the City Administrator, Owners shall, within such time as specified by the City Administrator, submit a verified petition requesting annexation of the Property to the Director of Planning and Sustainability for presentation to the City Board of Mayor and Aldermen. The City Administrator may request Owners to present an annexation petition at any time after the Property becomes contiguous to the corporate limits of the City.

8. Owners further agree that they shall not consent to voluntary annexation by any other municipality without the consent of the City.

9. Owners shall give a copy of this Agreement to each and every person or business who buys all or a portion of the Property.

10. If Owners fail to comply with any of the provisions of this Agreement, or repudiate the terms of this Agreement, City may terminate utility service to the Property and disconnect the utility lines serving the Property from the City's systems. City shall give Owners six (6) months prior written notice of its intent to terminate service.

11. The City reserves the right to terminate this Agreement upon written notice to the Owners'. Said termination shall not be deemed a breach of contract by the City.

12. The City shall have no liability except as specifically provided in this Agreement.

13. This Agreement may be modified only by a written amendment executed by the parties hereto.

14. The parties agree that the terms and conditions contained herein shall be binding on and shall inure to their representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.

15. Applicable Law/Choice of Forum and Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.

16. Entire Agreement. This Agreement together with its exhibit(s) constitutes the entire agreement between the parties and may not be modified except as by a written agreement by both parties.

Approved by the Franklin Board of Mayor and Aldermen on _____, 2026.

[Signatures on following pages.]

Agreement Prepared by:
City of Franklin
Law Department
109 3rd Avenue South
Franklin, TN 37064

WITNESS our hands on the dates as indicated.

Owners

By: John Morgan
John Morgan

Date: 5/18/26

By: Donna Morgan
Donna Morgan

Date: 5/18/26

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Before me, the undersigned Notary Public of said County and State, personally appeared **John and Donna Morgan**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be **John and Donna Morgan**, and that as such they executed the foregoing instrument for the purposes therein contained, by personally signing their names.

Witness my hand and seal, at Office in Nashville, Tennessee, this 18th day of May, 2026.

Pamela McCary
Notary Public
My Commission Expires: 10-4-27

PAMELA MCCARY
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

5/6/26

Law Dept approved (2) 05.06.26

Agreement Prepared by:
City of Franklin
Law Department
109 3rd Avenue South
Franklin, TN 37064

ATTEST:

By: _____
Cayce Anderson
City Recorder

Date: _____

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public of said County and State, personally appeared **Dr. Ken Moore and Cayce Anderson**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to the Mayor and City Recorder, respectively, of the City of Franklin, Tennessee, the within named bargainor, a municipality, and that as such Mayor and City Recorder executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by themselves as Mayor and City Recorder.

Witness my hand and seal this _ day of _____, 20____.

_____
Notary Public
My Commission Expires:_____

Approved as to form by:

_____
Shauna Billingsley, City Attorney

5/6/26

Law Dept approved (2) 05.06.26

City of Franklin

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

File #: 26-0228

DATE: 5/28/2026

TO: Capital Investment Committee

FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of COF Contract No. 2026-0092, With John And Donna Morgan Of 4006 Clovercroft Road (Map 79L, Group A, Parcel 12.00) For Sanitary Sewer Availability Agreement

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the sanitary sewer availability agreement with John and Donna Morgan of 4006 Clovercroft Road (Map 79L, Group A, Parcel 12).

BACKGROUND/STAFF COMMENTS:

The sanitary sewer availability was granted to 4006 Clovercroft Road (Map 79L, Group A, Parcel 12) at the February 26, 2026, Board of Mayor and Aldermen meeting with the following conditions:

-the property owner must obtain an easement from the Church.
-the property owner understands that, as the sewer service will have to be extended from the other side of Clovercroft Road, they are responsible for all costs associated with making the service tap, and that these costs may exceed the typical tap fee.
-the property owner will be responsible for paying any fees associated with this approval.
-the property owner will be required to sign an annexation agreement and a sewer availability agreement with the City of Franklin.
-the property owner will be required to have the annexation agreement recorded with the Williamson County Register of Deeds.

This item is the sanitary sewer availability agreement between the City and the property owners of 400 Clovercroft Road (Map 79L, Group A, Parcel 12).

FINANCIAL IMPACT:

No cost for this item.

RECOMMENDATION:

Staff recommends that this sanitary sewer availability agreement be recommended for approval by the Board of Mayor and Aldermen.

Agreement Prepared by:
City of Franklin
Law Department
109 3rd Avenue South
Franklin, TN 37064

AGREEMENT BETWEEN THE CITY OF FRANKLIN AND JOHN AND DONNA MORGAN COF CONTRACT NO. 2026-0092

This Agreement is entered into between the City of Franklin, Tennessee ("City") and John and Donna Morgan, ("Owners"), on this the _____ day of _____, 2026, pursuant to Title 18, Chapter 2 of the Franklin Municipal Code ("FMC").

WHEREAS, the Owners currently own property at 4006 Clovercroft Road (MAP 79L GROUP A PARCEL 12.00) "Property"); and

WHEREAS, on February 2, 2026, the Owners submitted a Request for Sewer Availability for [1 SFUE (1 SFUE = 350 gallons per day)]; and

WHEREAS, the Board of Mayor and Aldermen approved this availability at the March 24, 2026, Board of Mayor and Aldermen meeting contingent on the Owners executing this Annexation Agreement allowing the City to annex the Property at whatever time the City deems desirable; and

WHEREAS, prior to applying for a Sewer Infrastructure Installation Permit, the Owners shall be responsible for having this Agreement recorded at the Williamson County Register of Deeds; and

WHEREAS, the Owners shall be responsible for all costs to connect the Property to the sewer to include, but not limited to, extending the public main, required permits, necessary public and private easements, right-of-way acquisition, pavement restoration, property restoration, and complying with all local, state, and federal requirements and all costs associated with the sewer connection and required fees.

NOW THEREFORE, in consideration of the terms, conditions, and mutual agreements by and between the parties as hereinafter set forth in detail, the parties do hereby mutually agree as follows:

I. AGREEMENT OF SEWER AVAILABILITY

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.

2. The Owners shall be responsible for having this Agreement recorded with the Williamson County Register of Deeds within 30 days of the execution of this Agreement with a copy maintained in the City's Recorder's office in City Hall, Franklin, TN.

3. The Board of Mayor and Aldermen approved the sewer availability at the March 24, 2026, Board of Mayor and Aldermen meeting, contingent on the Property Owners executing this Annexation Agreement allowing the City to annex the Property at whatever time the City deems desirable.

4. Prior to construction activities, Owners are responsible for all fees as listed in Municipal Code Title 18 and Appendix A – Comprehensive Fees and Penalties.

5. Owners shall be responsible for all costs to include but not limited to extending the public main, required permits, necessary public and private easements, right-of-way acquisition, pavement restoration, property restoration, and complying with all local, state, and federal requirements.

Law Dept approved (2) 05.06.26

Agreement Prepared by:
City of Franklin
Law Department
109 3rd Avenue South
Franklin, TN 37064

6. Owners shall be responsible for reimbursing the City for all aforementioned fees and all construction costs within 60 days of completion of construction.

7. The Owners hereby covenant with the City, that they are lawfully seized and possessed of said land in fee simple and have a good right to sign this Agreement.

8. This Agreement constitutes the entire agreement between parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

9. In the event the Owners sell the Property, all terms within this Agreement shall be transferred onto the new owners of the Property as this Agreement runs with the land.

II. GENERAL TERMS AND CONDITIONS

1. **Personal Liability.**
   No member, Mayor, Alderman, official, or employee of the City shall be personally liable to Property Owners, or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to Owners or successor or on any obligations hereunder.

2. **Warranties/Limitation of Liability/Waiver.**
   The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Property Owners to limit its liability shall be void and unenforceable.

3. **Severability**.
   If any term or provision of the Contract is held to be illegal or unenforceable, the validity of enforceability of the remainder of the Contract will not be affected.

Approved by the Franklin Board of Mayor and Aldermen on _____, 2026.

Agreement Prepared by:
City of Franklin
Law Department
109 3rd Avenue South
Franklin, TN 37064

WITNESS our hands on the dates as indicated.

OWNERS:

By: John Morgan
John Morgan

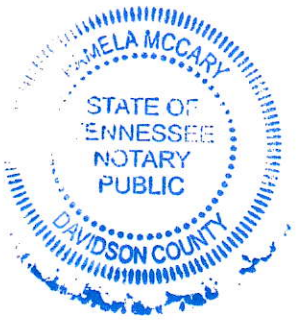
By: Donna Morgan
Donna Morgan

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Before me, the undersigned Notary Public of said County and State, personally appeared John and Donna Morgan with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be John and Donna Morgan and as such executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal on this 18th day of May, 2026.

Pamela McCary
Notary Public
My Commission Expires: 10-4-27



Law Dept approved (2) 05.06.26

Agreement Prepared by:
City of Franklin
Law Department
109 3rd Avenue South
Franklin, TN 37064

CITY OF FRANKLIN, TENNESSEE:

By:_____
Dr. Ken Moore
Mayor

Date:_____

ATTEST:

By:_____
Cayce Anderson
City Recorder

Date:_____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public of said County and State, personally appeared **Dr. Ken Moore and Cayce Anderson**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and City Recorder, respectively, of the City of Franklin, Tennessee, the within named bargainor, a municipality, and that as such Mayor and City Recorder executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by themselves as Mayor and City Recorder.

Witness my hand and seal this_____day of_____, 20____.

_____
Notary Public
My Commission Expires:_____

Approved as to form by:

_____
Shauna R. Billingsley, City Attorney

Law Dept approved (2) 05.06.26

HISTORIC FRANKLIN TENNESSEE

City of Franklin

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

File #: 26-0544

DATE: 5/28/2026

TO: Capital Investment Committee

FROM: Michelle Hatcher, Director of Water Management
Brian Goodwin, Asst. Director of Water Management

SUBJECT:

Consideration Of Amendment 2 To COF Contract No. 2025-0166, With Gresham Smith For The Franklin Road Bridge Replacement Over The Harpeth River Utilities Relocation For An Increase Of $21,573.75

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment No. 2 with Gresham and Smith for the water and sewer relocations as a result of the TDOT project, Franklin Road bridge replacement over the Harpeth River.

BACKGROUND/STAFF COMMENTS:

The original PSA with Gresham Smith to design the water line relocation as a result of the TDOT project Franklin Road bridge replacement over the Harpeth River was for $75,120, and was approved by BOMA on May 27, 2025. Amendment 1 was to include the design of the sanitary sewer line that runs under the current bridge in the amount of $53,000. This amendment in the amount of $21,573.75 is for the coordination required with TDOT and multiple drawing and design revisions resulting from that coordination.

FINANCIAL IMPACT:

The cost of the item is $21,573.75 and is reimbursable by TDOT based on Chapter 86 requirements.

RECOMMENDATION:

Staff recommends that Amendment 2 to COF Contract No. 2025-0166 be recommended to the Board of Mayor and Aldermen for approval.

AMENDMENT NO. 2

COF Contract No. 2025-0166

FRANKLIN ROAD WATER MAIN RELOCATION FOR HARPETH RIVER BRIDGE

ENTERED INTO by and between the CITY OF FRANKLIN, TENNESSEE (the "City") and GRESHAM SMITH & PARTNERS ("Consultant") as of this _____ day of _____, 2026.

RECITALS:

WHEREAS, the City and Consultant entered into an agreement (COF Contract No. 2025-0166 dated May 27, 2025 (the "Agreement"); and

WHEREAS, the purpose of the Agreement was to design the water and sanitary sewer relocation for the TDOT project Franklin Road Bridge Replacement over the Harpeth River; and

WHEREAS, the parties desire to amend the agreement to include additional design phase services for additional TDOT coordination and multiple drawing revisions for the utilities relocation; and

WHEREAS, the City and Consultant desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The Agreement is hereby amended and restated as follows:

2. The Agreement is hereby amended to include additional design phase services for additional TDOT coordination and multiple drawing revisions for the utilities relocation.

3. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

4. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.

5. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

6. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

7. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

8. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

9. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

10. All other provisions of the Agreement, dated May 27, 2025, are unchanged and remain in full force and effect.

CITY:

CITY OF FRANKLIN, TENNESSEE

By: _____
Dr. Ken Moore, Mayor

Date: _____

ATTEST:

By: _____
Cayce Anderson, City Recorder

Date: _____

APPROVED AS TO FORM BY:

_____
Ronda Webb, Assistant City Attorney

GRESHAM SMITH & PARTNERS:

By: _____

Title: _____

Date: _____

Gresham Smith

April 23, 2026

Ms. Patricia McNeese, P.E.
City of Franklin
Water Management Department
124 Lumber Drive
Franklin, TN 37064

Subject: Amendment to Task Order for Additional Design Phase Services
Franklin Rd. Bridge Over Harpeth River
Utilities Relocation
Franklin, Tennessee

Dear Ms. McNeese

This letter is to request an Amendment for the additional Design Phase services for the Franklin Rd. Bridge Over the Harpeth River Utilities Relocation project to accommodate the additional TDOT coordination and multiple drawing revisions. Gresham Smith is requesting an Amendment to the Task Order in the amount of $21,573.75. A breakdown of the additional fee is included in the table below.

Task	Fee
Held Labor for Water Relocation (February and March)	**$8,958.75**
Task 100 - Project Management (3.5 Hours)	$822.50
Task 300 – Final Design (40.75 Hours)	$8,136.25
Held Labor for Sewer Relocation (February and March)	**$11,415.00**
Task 100 - Project Management (6.5 Hours)	$1,527.50
Task 300 – Final Design (41 Hours)	$7,635.00
Task 400 – Allowance for Easements (13 Hours)	$2,252.50
Remaining Design and Permitting (TDEC Coordination)	**$1,200.00**
Total	**$21,573.75**

Please review the request and if you have any questions or if you wish to discuss any aspect of the request, please do not hesitate to contact me.

Sincerely,
Brittany Bishop
Brittany Bishop, P.E.
Project Manager

Genuine Ingenuity

222 Second Avenue South
Suite 1400
Nashville, TN 37201
615.770.8100
GreshamSmith.com

City of Franklin

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

File #: 26-0484

DATE: 5/28/2026

TO: Capital Investment Committee

FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering

SUBJECT:

Consideration Of COF Contract No. 2026-0173, A Proposal From The Tennessee Department of Transportation To Construct The SR-96 Bridge Over The Harpeth River

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2026-0173.

BACKGROUND/STAFF COMMENTS:

The Tennessee Department of Transportation (TDOT) proposes to reconstruct the SR-96 (Murfreesboro Road) bridge over the Harpeth River. This agreement outlines the responsibilities of the City of Franklin during and after construction and reflects the standard terms that TDOT requires of the City for projects of this nature.These terms address matters such as right-of-way, utilities, traffic control, maintenance, and future modifications within the project limits. The City's obligations are fully detailed in the attached agreement. TDOT will acquire the necessary right-of-way, construct the project, and maintain the roadway surface (curb-to-curb) and the bridge structure. The City will be responsible for the maintenance of any additional design elements such as sidewalk and decorative elements (i.e., railings and upgraded street lighting).

FINANCIAL IMPACT:

There is no direct financial impact to the City associated with this agreement.

However, on November 11, 2020, the BOMA approved COF Contract No. 2020-0112, a Local Agency Project Agreement with TDOT for this project. Under that agreement, the City agreed to fund certain project enhancements requested by the City that exceeded the scope of a typical TDOT project of this type. These enhancements included an upgraded concrete parapet ($62,694), widened sidewalks ($360,000), decorative bridge lighting ($33,600), and a contingency allowance for

additional items ($136,900). The total financial commitment authorized under COF Contract No. 2020-0112 was $593,194, which was rounded to $593,200.

RECOMMENDATION:

Staff recommends that COF Contract No. 2026-0173 be recommended to the Board of Mayor and Aldermen for approval.

PROPOSAL

OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE

TO THE CITY OF FRANKLIN, TENNESSEE:

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter "DEPARTMENT", proposes to construct a project in the City of Franklin, Tennessee, hereinafter "CITY", designated as Federal Project No. BR-NH-96(60), State Project No. 94011-0257-04,94011-0259-94,94011-3259-94,94011-2259-94,94011-1259-94 , that is described as "Bridge over Harpeth River, LM 10.74 (IA) ~ Route: SR-96", provided the CITY agrees to cooperate with the DEPARTMENT as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, the parties agree as follows:

1. That in the event any civil actions in inverse condemnation or for damages are instituted by reason of the DEPARTMENT, or its contractor, going upon the highway right-of-way and easements, and constructing said project in accordance with the plans and as necessary to make the completed project functional, the CITY will notify in writing the Attorney General of the State, whose address is 425 Fifth Avenue North, Nashville, Tennessee, 37243, of the institution of each civil action, the complaint and all subsequent pleadings, within ten (10) days after the service of each of the same, under penalty of defending such actions and paying any judgments which result therefrom at its own expense.

2. The CITY will close or otherwise modify any of its roads, or other public ways if indicated on the project plans, as provided by law.

3. The CITY will transfer or cause to be transferred to the DEPARTMENT without cost to the DEPARTMENT, all land owned by the CITY or by any of its instrumentalities as required

Law Dept approved 04.23.26

for right-of-way or easement purposes, provided such land is being used or dedicated for road or other public way purposes.

4. Where privately, publicly or cooperatively owned utility lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, and other similar commodities, including publicly owned facilities such as fire and police signal systems and street lighting systems are located within the right-of-way of any road or other public way owned by the CITY or any of its instrumentalities, the CITY agrees that it will take any action necessary to require the removal or adjustment of any of the above-described facilities as would conflict with the construction of the project. But the foregoing may not be a duty of the CITY since it shall become operative only after the DEPARTMENT has been unsuccessful in its efforts to provide for said removals or adjustments for the benefit of the CITY.

The foregoing does not apply to those utility facilities which are owned by the CITY or one of its instrumentalities, it being understood that the CITY has the duty to relocate or adjust such facilities, if required, provided the CITY is notified to do so by the DEPARTMENT with detailed advice as to this duty of the CITY.

5. The CITY will maintain any frontage road to be constructed as part of the project.

6. After the project is completed and open to traffic, the CITY will accept jurisdiction and maintenance such parts of any existing DEPARTMENT highway to be replaced by the project, as shown on the attached map.

7. The CITY will make no changes or alter any segment of a road on its road system that lies within the limits of the right-of-way acquired for any interchange to be constructed as part of the project and will not permit the installation or relocation of any utility facilities within the right-of-way of any such a segment of one of its roads without first obtaining the approval of the

Law Dept approved 04.23.26

DEPARTMENT.

8. No provision hereof shall be construed as changing the maintenance responsibility of the CITY for such part of the project as may presently be on its highway, street, road or bridge system.

9. It is understood and agreed between the DEPARTMENT and the CITY that all traffic control signs for the control of traffic on a street under the jurisdiction of the CITY and located within the DEPARTMENT's right-of-way shall be maintained and replaced by the CITY.

10. When traffic control devices for the direction or warning of traffic, lighting of roadways or signing, or any of them, which are operated or function by the use of electric current are constructed or installed as part of the project, they will be furnished with electricity and maintained by the CITY.

11. If, as a result of acquisition and use of right-of-way for the project, any building and/or structure improvements become in violation of a CITY setback line or building and/or structure requirement, including, but not limited to, on-premise signs, the CITY agrees to waive enforcement of the CITY setback line or building and/or structure requirement and take other proper governmental action as necessary to accomplish such waiver.

12. If, as a result of acquisition and use of right-of-way for the project, any real property retained by any property owner shall become in violation of a CITY zoning regulation or requirement, the CITY agrees to waive enforcement of the CITY zoning regulation or requirement and take other proper governmental action as necessary to accomplish such waiver.

13. The CITY will not authorize encroachments of any kind upon the right-of-way, nor will the CITY authorize use of the easements for the project in any manner which affects the DEPARTMENT's use thereof.

14. The CITY will obtain the approval of the DEPARTMENT before authorizing parking

on the right-of-way and easements for the project.

15. The CITY will not install or maintain any device for the purpose of regulating the movement of traffic on the roadway except as warranted and in conformity with the Manual on Uniform Traffic Control Devices.

16. If the project is classified as full access control (i.e. a project which has no intersecting streets at grade), then the DEPARTMENT will maintain the completed project. If the project is not classified as full access control, then the DEPARTMENT will maintain the pavement from curb to curb where curbs exist, or will maintain the full width of the roadway where no curbs exist. The CITY agrees to maintain all other parts of non-access control projects; provided, however, that any retaining walls, box culverts, or other like structures constructed as part of the project that support the structural integrity or stability of the roadway surface shall be maintained by the DEPARTMENT.

17. If a sidewalk is constructed as a component of this project, the CITY shall be responsible for maintenance of the sidewalk and shall assume all liability for third-party claims for damages arising from its use of the sidewalk or premises beyond the DEPARTMENT'S maintenance responsibilities as set forth in section 16 of this Proposal.

18. When said project is completed, the CITY thereafter will not permit any additional median crossovers, the cutting of the pavement, curbs, gutters and sidewalks, by any person, firm, corporation, or governmental agency, without first obtaining the approval of the DEPARTMENT.

19. The DEPARTMENT will acquire the right-of-way and easements, construct the project and defend any inverse condemnation for damage or civil actions of which the Attorney General has received the notice and pleadings provided for herein; provided, however, that if the project is being constructed pursuant to a contract administered by the DEPARTMENT's Local Programs Development Office, the terms of that contract shall control in the event of a conflict with this

Proposal..

20. The project plans hereinbefore identified by number and description are incorporated herein by reference and shall be considered a part of this proposal, including any revisions or amendments thereto, provided a copy of each is furnished the CITY.

21. The acceptance of this proposal shall be evidenced by the passage of a resolution or by other proper governmental action, which shall incorporate this proposal verbatim or make reference thereto.

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its duly authorized official on this the ____ day of _____, 20____.

THE CITY OF _____, TENNESSEE

BY: _____ DATE: _____
MAYOR

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____ DATE: _____
WILL REID P.E.
COMMISSIONER

APPROVED AS TO FORM AND LEGALITY:

BY: _____ DATE: _____
LESLIE SOUTH
GENERAL COUNSEL

Index Of Sheets

SEE SHEET NO. 1A

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING

WILLIAMSON COUNTY

S.R. 96 (MURFREESBORO RD.)
BRIDGE OVER
HARPETH RIVER, LM 10.74 (IA)

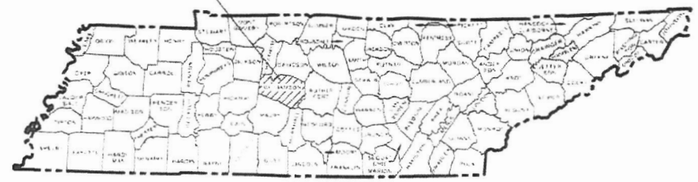
FUNCTIONAL PLANS
BRIDGE REPLACEMENT

STATE HIGHWAY NO. 96

DOES THIS PROJECT QUALIFY FOR UTILITY CHAPTER 86	YES X	NO
WORK ZONE SIGNIFICANCE DETERMINATION		
SIGNIFICANT	YES X	NO

TENN.	YEAR	SHEET NO.
	2026	1
FED. AID PROJ. NO.		
STATE PROJ. NO.	94011-1259-94	

PROJECT LOCATION
BRIDGE ID. # 94SR960013



NO EXCLUSIONS

BEGIN PROJECT NO. 94011-1259-94 R.O.W.
STA. 106+24.67 SR96
N 579085.30 E 1712312.97

(AT-GRADE) DOT CROSSING #350618C
CSX LOG MILE 000205.40

END PROJECT NO. 94011-1259-94 R.O.W.
STA. 110+85.39 SR96
N 578764.76 E 1712662.08



SCALE: 1" = 1/2 MILE

N

FUNCTIONAL DESIGN FIELD REVIEW

SEALED BY

APPROVED: _____
SHANE HESTER, CHIEF ENGINEER

DATE:

APPROVED: _____
WILL REID, COMMISSIONER

SPECIAL NOTES

PROPOSALS MAY BE REJECTED BY THE COMMISSIONER IF ANY OF THE UNIT PRICES CONTAINED THEREIN ARE OBVIOUSLY UNBALANCED, EITHER EXCESSIVE OR BELOW THE REASONABLE COST ANALYSIS VALUE.

THIS PROJECT TO BE CONSTRUCTED UNDER THE STANDARD SPECIFICATIONS OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION DATED JANUARY 1, 2021 AND ADDITIONAL SPECIFICATIONS AND SPECIAL PROVISIONS CONTAINED IN THE PLANS AND IN THE PROPOSAL CONTRACT.

TDOT PROJECT MANAGER : SCOTT JOHNSON, P.E.
DESIGNED BY : GRESHAM SMITH
DESIGNER : AUSTIN BIGGS, P.E. CHECKED BY MATT NEWMAN, P.E.
P.E. NO. 94011-1259-94 (DESIGN)
P.I.N. NO. 124872.00

R.O.W. LENGTH	0.087 MILES
ROADWAY LENGTH	0.120 MILES
BRIDGE LENGTH	0.043 MILES
PROJECT LENGTH	0.163 MILES

SURVEY 01-29-26	TRAFFIC DATA	
	ADT (2023)	20,940
	ADT (2043)	28,710
	DHV (2043)	2,871
	D	60 - 40
	T (ADT)	2 %
	T (DHV)	2 %
	V	30 MPH

COORDINATES ARE NAD 83(1986) (DATUM ADJUSTMENT) ADJUSTED BY THE FACTOR OF 1.00008 AND TIED TO THE TGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988 USING GEOID G2003U07

2/6/2026 8:00:15 AM
C:\TMP\PWISE\D0111\2\99450096.SH1.11TI.F.DGN

TYPE	YEAR	PROJECT NO.	SHEET NO.
L&G	2025	94011-0259-94	3A
FUNCT.	2026	94011-1259-94	3A

R.O.W. ACQUISITION TABLE

TRACT NO.	PROPERTY OWNERS	COUNTY RECORDS				TOTAL AREA (ACRES)			AREA TO BE ACQUIRED (ACRES)			AREA REMAINING (ACRES)		EASEMENT (ACRES)				
		TAX MAP NO.	PARCEL NO.	DEED DOCUMENT REFERENCE		LEFT	RIGHT	TOTAL	LEFT	RIGHT	TOTAL	LEFT	RIGHT	PERMANENT	SLOPE	CONSTRUCTION	AIR RIGHTS	PERM RAILROAD
				BOOK	PAGE													
1	~~BRENT HILL AND SARAH HILL~~	~~078C F~~	~~04500~~	~~6515~~	~~357~~	~~0.558~~		~~0.558~~				~~0.558~~						
2	~~NANCY B. WHITTEMORE~~	~~078C G~~	~~02200~~	~~5861~~	~~858~~		~~0.201~~	~~0.201~~					~~0.201~~					
3	~~JAMES L. AUSTIN AND WIFE, JUNE L. AUSTIN~~	~~078F F~~	~~00500~~	~~3028~~	~~760~~		~~0.226~~	~~0.226~~					~~0.220~~					
4	~~RAYMOND BECK~~	~~078F G~~	~~00300~~	~~7785~~	~~159~~	~~0.622~~		~~0.622~~				~~0.622~~						
5	~~L.B. MURTZ, LLC~~	~~078F G~~	~~00400~~	~~1842~~	~~122~~	~~1.245~~		~~1.245~~				~~1.245~~						
6	~~JBT TRUST~~	~~078F F~~	~~00700~~	~~8571~~	~~655~~		~~0.417~~	~~0.417~~					~~0.417~~					
7	~~C. THOMAS TAYLOR AND JUDITH C. TAYLOR~~	~~078F G~~	~~00200~~	~~1177~~	~~732~~	~~0.381~~		~~0.381~~				~~0.381~~						
8	~~DONNA SUE SMITH~~	~~078F F~~	~~00600~~	~~6515~~	~~485~~		~~0.237~~	~~0.237~~					~~0.237~~					
9	~~J. LAWRENCE SULLIVAN AND CANDICE SULLIVAN~~	~~078F G~~	~~00100~~	~~5984~~	~~79~~	~~0.339~~		~~0.339~~				~~0.339~~						
10	~~GIANNA JESSEN OSTRANDER~~	~~078F F~~	~~00500~~	~~3956~~	~~291~~		~~0.252~~	~~0.252~~					~~0.252~~					
11	~~HUTCHESON BRANDON A~~	~~078F F~~	~~00400~~	~~8604~~	~~273~~		~~0.438~~	~~0.438~~					~~0.438~~					
12	~~J. LAWRENCE SULLIVAN AND CANDICE SULLIVAN~~	~~078F G~~	~~00401~~	~~7764~~	~~910~~	~~0.276~~		~~0.276~~				~~0.276~~						
13	~~JAMES D. HUDSPETH AND WIFE, NANCY K. HUDSPETH~~	~~078F F~~	~~00300~~	~~939~~	~~826~~		~~0.383~~	~~0.383~~					~~0.383~~					
14	~~THE HERITAGE FOUNDATION OF FRANKLIN AND WILIAMSON C~~	~~078F G~~	~~00101~~	~~2885~~	~~422~~	~~0.147~~		~~0.147~~				~~0.147~~						
15	~~HARRISON HOULE SCHUCK & CONRAD JOHN SCHUCK~~	~~078F F~~	~~00100~~	~~8801~~	~~231~~		~~0.224~~	~~0.224~~					~~0.224~~					
16	~~TRICIA EGAN & ERIC EGAN~~	~~078F F~~	~~00200~~	~~8406~~	~~851~~		~~0.150~~	~~0.150~~					~~0.156~~					
17	CSX RAILROAD													1331 S.F.		1.385		1058 S.F.
18	HOYTE M. CROWELL, JR. AND WIFE, JUNE A. CROWELL	078	04600	1764	64		40.840	40.840					40.840			0.617		
19	~~CITY OF FRANKLIN~~	~~078~~	~~04700~~	~~329~~	~~740~~	~~33.296~~		~~33.296~~				~~33.296~~						
20	~~VON DERRY AND ALICE S. DERRY~~	~~078E A~~	~~00800~~	~~1795~~	~~987~~	~~0.539~~		~~0.539~~				~~0.539~~						
21	~~DEWEY B. GARLAND~~	~~078E A~~	~~00700~~	~~742~~	~~297~~	~~0.405~~		~~0.405~~				~~0.405~~						
22	~~SHERRI ELLIS PORTER~~	~~078C E~~	~~001.02~~	~~7546~~	~~787~~	~~0.860~~		~~0.860~~				~~0.860~~						
23	R. N. MOORE	078C E	001.00	111	349	2.452		2.452				2.452				0.225		
24	~~MIDDLE TENNESSE ELECTRIC MEMBERSHIP CORPORATION~~	~~078C E~~	~~001.01~~	~~820~~	~~757~~	~~2.496~~		~~2.496~~				~~2.496~~						
ACQUISITION TOTALS (ACRES)														1331 S.F.		2.228		1058 S.F.

DISTURBED AREA

IN BETWEEN SLOPE LINES	2.008	(AC)
15 FOOT WIDE STRIP (OUTSIDE SLOPE LINES)	0.951	(AC)
TOTAL DISTURBED AREA	2.959	(AC)
TOTAL PROJECT AREA	3.697	(AC)

SEALED BY

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

RIGHT-OF-WAY
ACQUISITION
TABLE

2/6/2026 5:43:04 AM
C:\TMP\PWISE\D011\25994S096-SHT-ROW ACQUISITION TABLE.DGN

TYPE	YEAR	PROJECT NO.	SHEET NO.
L&G	2025	94011-0259-94	3B
FUNCT	2026	94011-1259-94	3B

BEGIN PROJECT NO. 94011-1259-94 R.O.W.
STA. 106+24.67
N 579085.30 E 1712312.97

END PROJECT NO. 94011-1259-94 R.O.W.
STA. 110+85.39
N 578784.76 E 1712662.08

HR NORTH
STA. 300+00.00
N 579995.4304
E 1712745.0851

STA. 100+00.00
N 579090.7105
E 1711965.4004

RAIL ROAD CORRIDOR WIDTH
MIN. 136'
MAX. 494'

PRES. RAILROAD R.O.W.

PRES. R.O.W.

SR 96

TEMP. CONST. ESMT.

END STR-1 IMPACT
STA. 107+52.77
OFF. 89.71 LT

HR SOUTH
STA. 13+85.97
N 578992.1867
E 1712506.4953

PERM. ESMT.

WVC EASEMENT

HARPETH RIVER (S.R.1)

PINKERTON
STA. 1+30.66
N 578849.3588
E 1712793.0638

PINKERTON PARK

FILL

STA. 106+18.49 SR-96≠
STA. 206+12.66 CSX#350618C LOGMILE 000205.40
N 579089.4883 E 1712308.4297

HR NORTH
STA. 312+20.13
N 578897.48
E 1712315.79

BEGIN STR-1 IMPACT
STA. 107+43.69
OFF. 60.57 RT.

HR SOUTH
STA. 10+00.00
N 577855.5223
E 1712587.7712

STA. 111+46.02 SR-96≠
STA. 0+00.00 PINKERTON PARK DR
N 576746.2113
E 1712710.4541

WTL-1

STA. 117+50.00
N 576459.4207
E 1713208.9911

PROPERTY LINE DETAIL
N.T.S.

LEGEND

- PROPOSED R.O.W.
- PERMANENT STREET EASEMENT
- PERMANENT RAILROAD EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT

SEALED BY

COORDINATES ARE NAD 83(1995) ARE DATUM ADJUSTED BY THE FACTOR OF 1.00008 AND TIED TO THE TGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988 WITH GEOID G2003U07

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

PROPERTY MAP

STA. 100+00 TO STA. 117+50
SCALE: 1" = 100'

2/9/2026 8:16:02 AM
C:\TMP\PWIS\ED01112509\94S095-SHT-PROPERTY MAP.DGN

City of Franklin

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

File #: 26-0521

DATE: 5/28/2026

TO: Capital Investment Committee

FROM: Paul Holzen, Director of Engineering

SUBJECT:

Consideration Of COF Contract No. 2026-0188, With Neel-Schaffer, Inc. For Design Of The Boyd Mill Avenue Improvement Project

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2026-0188.

BACKGROUND/STAFF COMMENTS:

The Boyd Mill Avenue Roadway Improvement Project will develop three conceptual design alternatives to bring the corridor up to current collector standards between Fairing Way and Downs Boulevard. Neel-Schaffer will conduct field surveying, prepare topographic and utility base mapping, and develop conceptual layouts that address travel lanes, curb and gutter, drainage, pedestrian and bicycle accommodations, and a potential roundabout at Downs Boulevard.

Each alternative will include color plan layouts, typical sections, roll plots, and a conceptual construction cost estimate for City review. The scope of services also includes a conceptual roundabout layout at the intersection of Downs Boulevard and Boyd Mill Avenue.

Upon completion, the three conceptual alternatives will be presented to BOMA for consideration and direction.

FINANCIAL IMPACT:

The hourly not-to-exceed total of this contract is $176,020.00.

RECOMMENDATION:

Staff recommends that that COF Contract No. 2026-0188 be recommended to the Board of Mayor and Aldermen for approval.

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CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2026-0188

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the CITY OF FRANKLIN, TENNESSEE, hereinafter referenced as ("City"), and NEEL-SCHAFFER, INC hereinafter referenced as ("Consultant"), who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide engineering, related technical, and other services in connection with City's project hereinafter referenced as Project. The Project is described as follows:

BOYD MILL AVENUE ROADWAY PROJECT

1. SCOPE OF SERVICES. Consultant shall provide engineering related technical services, inspection services, and survey services for the Project in accordance with the Scope of Services ("Services") as found in Attachment A which shall be considered as an integral part hereof.

2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.

3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.

4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of One Hundred Seventy Six Thousand Twenty Dollars and No/100 Dollars ($176,020.00).

The Board of Mayor and Aldermen Approved this Agreement on the ___ Day of _____2026.

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TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:

1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.

1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.

1.4 Designate, in writing, the sole Project representative to coordinate with City the Services to be provided, including all contact information.

1.5 Unless provided for in the Project Scope of Services (Attachment A), Consultant shall perform all Services with his own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with Services to be performed shall be provided. After approval of this Agreement, no substitute for sub-consultants shall be allowed unless approved by City.

1.6 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

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

2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.

2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.

2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.

2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

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ARTICLE 3. GENERAL CONDITIONS.

3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.

3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.

3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.

3.4 ALLOCATION OF RISK AND LIABILITY; GENERAL. Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.

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

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

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

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

4.1 Termination for Convenience. The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or

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

(1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.

(2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.

(3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:

(a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;

(b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

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The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

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

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

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

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

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

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, Scope of Services.

5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

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5.2 ENVIRONMENTAL RESPONSIBILITY. Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

6.1 TIME OF THE ESSENCE. The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.

6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.

6.3 FORCE MAJEURE. Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

6.4 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

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instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.

7.1.1 USE OF DATA SYSTEMS: Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.

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

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

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

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

7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.

7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.

7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:

a) General Liability Insurance with a combined single limit of $1,000,000 per occurrence and $2,000,000 annual aggregate.

b) Automobile Liability Insurance with a combined single limit of $1,000,000 for each person and $1,000,000 for each accident.

c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of $500,000 for each occurrence.

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d) Professional Liability Insurance with a limit of $1,000,000 annual aggregate.

8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.

8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.

8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

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

9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.

9.3 TRAVEL; EXPENSES. City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

10.1 EQUAL EMPLOYMENT OPPORTUNITY. In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the

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contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.

10.2 TITLE VI – CIVIL RIGHTS ACT OF 1964. City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.

10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.

10.3 NO THIRD PARTY RIGHTS CREATED. City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

10.4 WARRANTIES/LIMITATION OF LIABILITY/WAIVER. City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

10.5 IRAN DIVESTMENT ACT By 1) entering into this Agreement and/or by 2) submission of a bid or proposal to the City of Franklin, the Consultant and each person signing on behalf of any Consultant, certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that neither they, nor any assignee of the resulting contract, is on the list created pursuant to T.C.A. § 12-12-106. The Consultant further certifies that it shall not utilize any subcontractor/subconsultant identified on the list created pursuant to T.C.A. § 12-12-106.

10.6 NON-BOYCOTT OF ISRAEL Except for any contract with a total potential value of less than $250,000, each consultant, except those with fewer than ten employees, and each person signing on behalf of any such consultant, by entering into this

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agreement certifies, under penalty of perjury, that, to the best of its knowledge and belief, such consultant is not currently engaged in, and will not, for the duration of any such contract, engage in, a boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

ARTICLE 11. EXTENT OF AGREEMENT:

11.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.

12.2 BREACH. Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

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

Docusign Envelope ID: 0D79C535-F10F-8B42-81F0-31104235674F

NEEL-SCHAFFER, INC

Signed by:
BY: Michael Biggs
27D8A724A52425...
Print Name: Michael Biggs
Title: Tennessee Operations Manager
Date: 5/19/2026

CITY OF FRANKLIN, TENNESSEE

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

_____
Ronda D. Webb, Assistant City Attorney

Docusign Envelope ID: 0D79C535-F10F-8B42-81F0-31104235674F

NEEL-SCHAFFER

SCOPE of WORK

Boyd Mill Avenue Roadway Improvement,
from just North of Fairing Way to just East of Downs Boulevard
April 17, 2026

Task 1 – Project Management & Meetings/Coordination

Project management is a continuous task that will be performed for the duration of this contract. Monitoring, coordination, scheduling, and reporting requirements of this task will be used to facilitate periodic review by the City of Franklin (COF) to ascertain conformance with the requirements of this task.

Each month during the contract, Neel-Schaffer, Inc. (NSI) will prepare and submit a monthly invoice and status report covering work progress and contract fulfillment.

After receipt of the notice-to-proceed, NSI will conduct a project kick-off meeting with City staff. This meeting will include the following topics:

- Key project staff
- Communications protocol
- Design goals and requirements
- Project schedule
- Invoicing
- Monthly progress meetings and reports
- Data and information needs

Once the project is underway, NSI will provide monthly status reports to the City's Project Manager (PM) and conduct progress meetings with the City staff, as necessary. These meetings will include a status update, anticipated next phases of work to be completed, and discussion on any critical items/issues and/or potential issues identified during project development.

In addition to regularly monthly progress meetings, NSI anticipates having up to three (3) meetings with COF Engineering staff throughout the development of the project. These meetings will include (1) an initial design kick-off meeting, (2) Conceptual Plans review meeting, and (3) Capital Improvements Projects (CIP) coordination and meeting.

NSI will prepare the agenda, as needed, for all meetings and provide all necessary materials and handouts for discussion. At the conclusion of each meeting, NSI will prepare meeting minutes and a cumulative list of "action items" developed for assignment to the appropriate party. These items will be distributed to the attendees and other appropriate stakeholders within five (5) working days following the meeting. All deliverables included within this task will be provided in.pdf format.

engineers | planners | surveyors | environmental scientists | landscape architects

P: 615.383.8420 | F: 615.383.9984
210 25th Avenue North, Suite 800
Nashville, TN 37203
www.neel-schaffer.com

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Task 2 – Conceptual Design

Conceptual design services will be utilized in accordance with current City of Franklin Standards; TDOT Design Guidelines, Standard Drawings, and Standard Specifications; AASHTO Green Book; and latest edition of the Manual of Uniform Traffic Control Devices (MUTCD). Design will be performed using Microstation with Geopak.

2.1 The NSI Team will coordinate a field survey of the project area to be completed by HMB Professional Engineers, LLC. A detailed outline of survey services is included in Exhibit A. NSI estimates the survey will include the following:

- Topographic survey of Boyd Mill Avenue – beginning just north of the recently constructed entrance to the Westhaven Jewel subdivision at Fairing Way to approximately 100' northwest of Franklin Green Parkway; DTM Width to be 200' centered along Boyd Mill Avenue and tied to a previous survey along Boyd Mill Avenue for the City of Franklin. Right-of-way and property owner information shown within survey limits. (Detailed parcel information will not be collected at this time). Locate all features (sidewalks, buildings, fences, driveways, drainage structures, trees, signage, pavement markings, ADA curb ramps, streams, floodplain/floodway delineation, etc.) within the survey limits.
- Verify the existing survey, including DTM, for a previous project for the City of Franklin along Boyd Mill Avenue, from Franklin Green Parkway to just east of Downs Boulevard. Verify right-of-way and property owner information shown within survey limits.
- Include a topographic survey of Bishops Grate Drive for Ward's Mill Subdivision.
- All utilities (underground and above ground) within survey limits based on 811 markings and any maps/plans provided.
- Locate traffic signal features including poles, cabinet, and signal heads.
- Generated TIN surface model.
- Microstation and Geopak files per TDOT CADD Standards.

2.2 NSI will provide engineering design services to develop conceptual roadway improvements along Boyd Mill Avenue for three (3) alternatives. NSI will provide the conceptual information to be evaluated by the City. Improvements consist of bringing Boyd Mill Avenue up to collector standards per COF standards and will include at a minimum:

a. 35 mph design speed
b. 12' travel and turn lanes
c. Curb and gutter
d. Alternatives to consider bike lanes and pedestrian facilities
e. Preliminary cross-sections for the three alternatives to determine slope limits and impact to properties; set proposed right-of-way and easements
f. Preliminary drainage
g. Conceptual layout of a roundabout at the intersection of Downs Boulevard and Boyd Mill Avenue shall be included in one of the alternatives

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2.3 NSI will create visual color roll plots and plan sheet displays of the three (3) alternative concepts showing the proposed improvements with areas of right-of-way acquisition. The scope of work includes the creation of illustrative typical sections for three (3) roadway alternatives that will clearly illustrate the spatial relationships and dimensions for the following items within the street right-of-way: travel lanes, bike lanes, medians, sidewalk/pathways, greenspace/shoulder, and curb and gutter, as applicable. The illustrative sections will also include entourage elements including vehicles, people, lighting, trees, and cyclists.

2.4 A Conceptual Estimate of Construction Cost will be prepared and submitted to the City upon completion and submittal of the alternatives.

Deliverables:

Color Layout Sheets of Alternatives (3 each) showing proposed roadway with property information - .pdf format
Typical Section Rendering (3 each) - .pdf format
Color Roll Plot of Alternatives (3 each) - .pdf format
Conceptual Estimate of Construction Cost for each Alternative - .pdf format

NOTE: *The following services are not anticipated for this project and therefore have not been included in the scope of work. These are, plan preparation; environmental review; geotechnical investigation; roadway lighting design; traffic analysis or update; retaining wall design; utility design or relocation design or related coordination; detailed drainage design; signal improvements; landscaping design; holding public meeting(s). If desired, NSI is capable of providing these services as an additional cost based upon NSI's hourly rate schedule.*

Cost for reimbursable expenses for mileage and printing are included in the respective for work described above.

COMPENSATION

Work specified above shall be Hourly Not-To-Exceed as follows:

TASK NO.	DESCRIPTION OF WORK	FEE
1	Project Management / Meetings	$10,750.00
2	Conceptual Design	$120,500.00
	Survey (by HMB Professional Engineers)	$44,770.00
	PROJECT TOTAL	**$176,020.00**

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Exhibit A

4/8/2026

Boyd Mill Avenue – from Fairing Way to Downs Blvd

Scope of Services

Initial Survey
HMB will provide an engineering design survey along Boyd Mill Avenue from 100' northwest of Fairing Way to approximately 100' northwest of Franklin Green Parkway. The DTM width will be 200' and centered on Boyd Mill Avenue. See attached limits for more detail. The survey data will be tied to a previous survey provided for a plan set titled Boyd Mill Avenue – City of Franklin Project #07ST00008 (Year 2009).

Traditional ground survey methods will be used to collect topographic and roadway features. Field survey services will be used to collect aboveground utilities and storm and sanitary inverts.

Project control will be set and will include a pair of control points on each end of the project limits.

Underground utilities will rely on a standard 811 request.

Right-of-way will be resolved throughout the project limits.

Exclusions

- Quality level "A" & "B" S.U.E.
- Property tract resolution & acquisition table
- Aerial & Mobile Lidar
- Legal descriptions/exhibit drawings for the acquisition of right-of-way/easements
- Field staking for the acquisition of right-of-way/easements or construction

Boyd Mill Avenue – City of Franklin Project #07ST00008 – Year 2009
The previous survey limits extend from 100' northwest of Franklin Green Parkway to 200' east of Downs Blvd. and includes 475' along Horton Lane. The approximate DTM width is 300' centered on Boyd Mill Avenue. See attached limits for more detail.

Traditional survey methods will be used to verify the DTM by locating cross sections of the roadway pavement of Boyd Mill Avenue at 500' intervals.

An update will be provided at Bishops Grate Drive for Ward's Mill Subdivision. The update will include all planimetric, topographic, and drainage features along with right-of-way resolution.

Research will be conducted for any right-of-way and easement acquisition for this plan set. Right-of-way & easements will be updated to reflect any recorded acquisition.

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Exclusions

- The verification of right-of-way and property line resolution
- Acquisition table
- Research for any right-of-way or easement updates
- Updates for any drainage, utility, planimetric, and topographic features other than mentioned above
- Establishment of any new control
- 811 request
- Data stored in a gpk file
- Aerial & Mobile Lidar
- Legal descriptions/exhibit drawings for the acquisition of right-of-way/easements
- Field staking for the acquisition of right-of-way/easements or construction

Deliverables

Deliverables will be in MicroStation & Geopak formats (50 scale) per TDOT CADD standards (Excludes profiles). The graphics from the planimetric file and the tin file for the previous survey will be merged with the final deliverables.

Fee

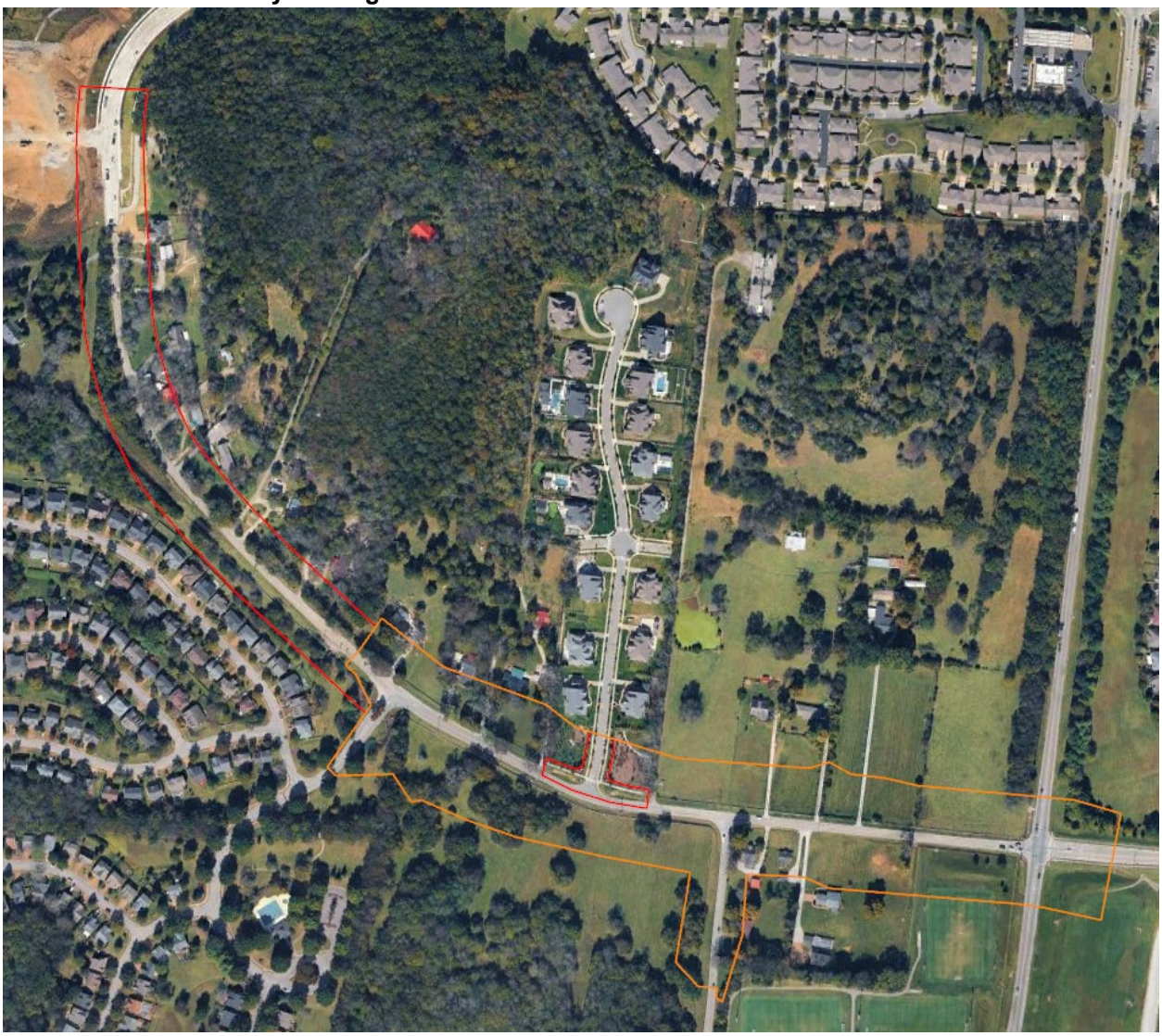
$44,770 - Lump Sum

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Survey Limits

New Survey – Red

Previous Survey - Orange



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New Survey Limits (Red)



Docusign Envelope ID: 0D79C535-F10F-8B42-81F0-31104235674F

Survey Update (Red)



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Previous Survey Boyd Mill Avenue – City of Franklin Project #07ST00008 (Orange)



Docusign Envelope ID: 0D79C535-F10F-8B42-81F0-31104235674F

NEEL-SCHAFFER, INC.
2026 RATE SCHEDULE FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	POSITION	HOURLY RATE
P-8, P-9	Officer, Senior Engineer Manager or Survey Manager	$300.00
P-7	Engineer Manager/Professional IV	$260.00
P-6	Senior Project Manager/Professional III	$235.00
P-5	Project Manager/Professional II	$190.00
P-4	Professional I	$165.00
P-1, P-2, P-3	Professional Intern	$125.00
T-6	Senior Certified Engineering Technician	$170.00
T-5	Certified Engineering Technician/Supervisory Technician	$155.00
T-4	Technician IV/ Inspector IV/ Surveyor IV	$130.00
T-3	Technician III/Inspector III//Survey Crew Chief	$115.00
T-2	Technician II/Inspector II/Survey Instrument Person	$90.00
T-1	Technician I/Inspector I/Survey Assistant	$80.00
T-1	Student Intern	$45.00
A-4	Senior Administrative	$100.00
A-3	Senior Clerical	$90.00
A-2	Clerical	$70.00
A-1	Assistant Clerical	$65.00
	Three-Member Survey Party	$250.00
	Two-Member Survey Party	$185.00
	One-Member Survey Party	$140.00

"Professional" positions include engineer, architect, geologist, scientist, landscape architect, and planner.

"Technician" positions include engineering, soil, architecture, planning, GIS and information technology.

REIMBURSABLE EXPENSE SCHEDULE

EXPENSE	COST
Vehicle Mileage	$0.70/mile
Traffic Counter/Video Monitor	$10.00/day

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.
Use State or Federal Rates for mileage, travel and subsistence where necessary and/or required.

The hourly rates as shown on this rate schedule shall be subject to equitable adjustment on an annual basis due to increased costs and the rate of inflation.

Certificate Of Completion

Envelope Id: 0D79C535-F10F-8B42-81F0-31104235674F
Status: Completed
Subject: Complete with Docusign: CON_2026-0188_PSANeelSchaffer_Combined_LawApproved.pdf
Source Envelope:
Document Pages: 22
Signatures: 1
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Robyn Freeman
109 3rd Ave South
Franklin, TN 37064
robyn.freeman@franklintn.gov
IP Address: 66.59.220.2

Record Tracking

Status: Original
5/19/2026 1:49:31 PM
Holder: Robyn Freeman
robyn.freeman@franklintn.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Michael Biggs mike.biggs@neel-schaffer.com Tennessee Operations Manager Security Level: Email, Account Authentication (None)	Signed by:  27D8A7244A52425... Signature Adoption: Pre-selected Style Using IP Address: 76.221.217.98	Sent: 5/19/2026 1:50:08 PM Viewed: 5/19/2026 1:55:43 PM Signed: 5/19/2026 1:56:23 PM

Electronic Record and Signature Disclosure:
Accepted: 5/19/2026 1:55:43 PM
ID: 881c1014-7e0e-4180-adc1-6d6183d09299

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/19/2026 1:50:08 PM
Certified Delivered	Security Checked	5/19/2026 1:55:43 PM
Signing Complete	Security Checked	5/19/2026 1:56:23 PM
Completed	Security Checked	5/19/2026 1:56:23 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Franklin, TN (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Franklin, TN:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: angie.johnson@franklintn.gov

To advise City of Franklin, TN of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at angie.johnson@franklintn.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Franklin, TN

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to angie.johnson@franklintn.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Franklin, TN

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to angie.johnson@franklintn.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Franklin, TN as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Franklin, TN during the course of your relationship with City of Franklin, TN.

City of Franklin

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

File #: 26-0526

DATE: 5/28/2026

TO: Capital Investment Committee

FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
David Hodnett, Staff Engineer

SUBJECT:

Consideration Of DRAFT Resolution 2026-38, A Resolution Authorizing The Execution Of COF Contract No. 2026-0020 With Brown Builders, Inc. For The Liberty Park Bridge Replacement Project

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2026-38.

BACKGROUND/STAFF COMMENTS:

The Liberty Park Improvements project is a funded capital initiative included in Resolution 2025-85, *"A Resolution to Reapprove and Modify the FY 2026–2035 City of Franklin Capital Investment Plan."* Replacement of the existing vehicular bridge is Phase 1 of the overall three-phase park improvement program.

The City of Franklin has identified the need to replace the existing vehicular bridge at Liberty Park. The project scope includes demolition and removal of the existing Steadfast Bridge® structure and all associated appurtenances, construction of a new concrete bridge and abutments, grading, paving, erosion prevention and sediment control measures, installation of guardrail and end terminals, and minor site utility improvements.

Construction bids for this project were opened on April 10, 2026. The apparent low bidder is Brown Builders, Inc., with a bid amount of **$1,161,995.80**.

FINANCIAL IMPACT:

The total bid price for COF Construction Contract No. 2026-0020 is $1,161,995.80.

RECOMMENDATION:

Staff recommends that Resolution 2026-38 be recommended to the Board of Mayor and Aldermen for approval.

RESOLUTION 2026-38

A RESOLUTION AUTHORIZING THE EXECUTION OF COF CONTRACT No. 2026-0020 WITH BROWN BUILDERS, INC. FOR LIBERTY PARK BRIDGE REPLACEMENT PROJECT

WHEREAS, the Board of Mayor and Aldermen of the City of Franklin, Tennessee desires to move toward the effective and efficient administration of City business; and

WHEREAS, the City of Franklin has identified the need for a bridge replacement for Liberty Park in order to demolition & complete removal of existing Steadfast Bridge® and all appurtenances, construction of new concrete bridge & abutments, grading, paving, erosion prevention & sediment control, guardrail & end terminals, and minor site utility infrastructure.; and

WHEREAS, Brown Builders, Inc. has been selected through a competitive bidding process as the most qualified and cost-effective provider of such services; and

WHEREAS, the City of Franklin's Board of Mayor and Aldermen find that it is in the best interest of the City and its residents to enter into a contract with Brown Builders, Inc. to perform these services; and

WHEREAS, funds have been allocated and are available in the Engineering Department to cover the costs associated with the contract; and

WHEREAS, the contract has been reviewed by the Law Department and found to be in accordance with applicable laws and regulations.

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

Section 1. The Board of Mayor and Aldermen of the City of Franklin, Tennessee hereby authorizes the Mayorto execute a COF Contract No. 2026-0020 with Brown Builders, Inc. for the provision of Liberty Park Bridge Replacement, as outlined in the attached contract documents (or in substantially the same form as determined by the City Administrator and/or Law Department), in an amount not to exceed One Million One Hundred Sixty One Thousand Nine Hundred Ninety Five and 80/100 Dollars ($1,161,995.80).

Section 2. The Mayoris further authorized to take any and all necessary actions to implement and administer the terms of the COF Contract No. 2026-0020, including any amendments thereto, provided such amendments do not increase the cost to the City.

Section 3. This resolution shall take effect immediately upon its passage and approval.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 20__.

ATTEST:

By:_____
Cayce Anderson
City Recorder

CITY OF FRANKLIN, TENNESSEE:

By:_____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
[NAME]
Deputy/Assistant/City Attorney

HISTORIC
FRANKLIN
TENNESSEE

PROJECT MANUAL

Liberty Park Bridge Replacement
COF Contract No. 2026-0020

April 2026

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PROJECT MANUAL
Liberty Park Bridge Replacement
Contract No: **2026-0020**
CITY OF FRANKLIN, TENNESSEE

SECTION 00000
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DIVISION 0 – CONTRACT DOCUMENTS

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

Appendix A – Special Provisions

Appendix B – Permits

ATTENTION

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

END OF TABLE OF CONTENTS

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CITY OF FRANKLIN, TENNESSEE

ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN that the City of Franklin, Tennessee will receive sealed bids, subject to the conditions contained herein, in the **City of Franklin Purchasing Office; 740 Columbia Avenue, Franklin, TN 3764** until **2:00 PM** (Central Time) on **Friday, April 10, 2026**, following which time the Bids will be publicly opened and read aloud for the following Project:

Liberty Park Bridge Replacement
COF Contract No: **2026-0020**

The Project generally consists of the furnishing of all materials, equipment and labor for the construction of the following Work: **demolition & complete removal of existing Steadfast Bridge® and all appurtenances, construction of new concrete bridge & abutments, grading, paving, erosion prevention & sediment control, guardrail & end terminals, and minor site utility infrastructure.**

Obtaining Bidding Documents:

The Issuing Office for the Bidding Documents is the Purchasing Office for the City of Franklin, TN. Digital copies of the Contract Documents may be obtained from the Business Opportunities page of the City of Franklin website (www.franklintn.gov) at no charge. Paper copies of the Bidding Documents will not be provided. The owner shall not be responsible for full or partial sets of Bidding Documents, including Addenda, if any, obtained from sources other than those posted on the Business Opportunities page of the City of Franklin website.

Pre-Bid Conference:

☒ No pre-bid conference has been scheduled for this project.

☐ A **NON-MANDATORY** pre-bid conference for the project will be held on **N/A**, at **N/A** (Central Time), in the **N/A**.

Submittal of Bid:

Each Bid must be submitted on the Bid Form(s) provided in the Contract Documents. See *C-200 Instructions to Bidders; Article 14 – Submittal of Bid* for Bid submittal instructions and requirements.

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.

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 about this project, please call the City's Project Manager, **David Hodnett**, by phone at (615) 791-3218 or by email at **David.Hodnett@FranklinTN.gov**.

END OF ADVERTISEMENT FOR BID

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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Article 18— Evaluation of Bids and Award of Contract 10

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EJCDC® C-200, 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

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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.

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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.

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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*

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A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.

B. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site. Bidder must conduct the required Site visit during normal working hours.

C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

D. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

E. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

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

5.06 *Other Work at the Site*

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

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

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

A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.

B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

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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.

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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

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decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

12.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.

12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.

12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.

12.06 A Bid by an individual must show the Bidder's name and official address.

12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.

12.08 All names must be printed in ink below the signatures.

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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.

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

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.

15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

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

16.02 Bids will be opened privately.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

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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.

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BID FORM FOR CONSTRUCTION CONTRACT
COF Contract No. 2026-0020

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 **City of Franklin Purchasing, 740 Columbia Avenue, 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.

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

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

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

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

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

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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.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

_____

(typed or printed name of organization)

By: _____

(individual's signature)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Date: _____

(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: _____

(typed or printed)

Title: _____

(typed or printed)

Date: _____

(typed or printed)

Address for giving notices:

_____

_____

Bidder's Contact:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Phone: _____

Email: _____

Address:

_____

_____

_____

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

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BID FORM for COF Construction Contract No. 2026-0020

Liberty Park Bridge Replacement (COF Project No. 2020-004)

EXHIBIT A - PART 1 of 2 - PROJECT ESTIMATED QUANTITIES

FOOTNOTE(S)	ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ($)	EXTENDED AMOUNT ($)
	105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1		
	201-01	CLEARING AND GRUBBING	LS	1		
17	202-04.01	REMOVAL OF STRUCTURES (EXISTING STEADFAST BRIDGE)	LS	1		
2,3,8,10,12	203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	556		
3	203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	1,292		
	203-04	PLACING AND SPREADING TOPSOIL	C.Y.	161		
18	204-02.01	DRY EXCAVATION (BRIDGES)	C.Y.	1,008		
2	209-05	SEDIMENT REMOVAL	C.Y.	30		
2,4	209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	1,100		
2	209-08.08	ENHANCED ROCK CHECK DAM	EACH	4		
2	209-09.01	SANDBAGS	EACH	100		
2	209-09.04	SEDIMENT FILTER BAG (15' X 10')	EACH	3		
2,5	209-65.04	TEMPORARY IN STREAM DIVERSION	L.F.	360		
	303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	505		
19	303-01.02	GRANULAR BACKFILL (BRIDGES)	TON	186		
2,13	303-10.01	MINERAL AGGREGATE (SIZE 57)	TON	24		

BID FORM for COF Construction Contract No. 2026-0020

Liberty Park Bridge Replacement (COF Project No. 2020-004)

EXHIBIT A - PART 1 of 2 - PROJECT ESTIMATED QUANTITIES

FOOTNOTE(S)	ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ($)	EXTENDED AMOUNT ($)
	307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	183		
	402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	2		
	402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	6		
	403-02.01	TRACKLESS TACK COAT	TON	2		
	411-01.10	ACS MIX (PG64-22) GRADING D	TON	86		
	604-02.03	EPOXY COATED REINFORCING STEEL	LB.	34,014		
	604-03.01	CLASS A CONCRETE (BRIDGES)	C.Y.	203		
	604-03.02	STEEL BAR REINFORCEMENT (BRIDGES)	LB.	14,427		
	604-03.09	CLASS D CONCRETE (BRIDGE DECK)	C.Y.	149		
	604-04.01	APPLIED TEXTURE FINISH (NEW STRUCTURES)	S.Y.	316		
	604-04.10	GRAFFITI PROTECTION SYSTEM (BRIDGES, NON-SACRIFICIAL)	S.Y.	316		
20	620-06	CONCRETE RAILING	L.F.	95		
21	621-05.02	TEMPORARY SHORING	LS	1		
	701-01.01	CONCRETE SIDEWALK (4 ")	S.F.	860		
	702-01	CONCRETE CURB	C.Y.	4		
	705-06.01	W BEAM GAURDRAIL (TYPE 2) MASH TL-3	L.F.	50		

BID FORM for COF Construction Contract No. 2026-0020

Liberty Park Bridge Replacement (COF Project No. 2020-004)

EXHIBIT A - PART 1 of 2 - PROJECT ESTIMATED QUANTITIES

FOOTNOTE(S)	ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ($)	EXTENDED AMOUNT ($)
	705-06.26	THRIE BEAM BRIDGE TRANSITION MASH TL-2	EACH	4		
	705-06.30	GR TERMINAL (ENERGY ABSORBING) MASH TL-2	EACH	4		
2,3,10	709-05.05	MACHINED RIP-RAP (CLASS A-3)	TON	100		
22	710-09.01	6" PERFORATED PIPE WITH VERTICAL DRAIN SYSTEM	L.F.	125		
	710.09.02	6" PIPE UNDERDRAIN	L.F.	40		
	712-01	TRAFFIC CONTROL	LS	1		
	712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	50		
	712-05.01	WARNING LIGHTS (TYPE A)	EACH	10		
	712-06	SIGNS (CONSTRUCTION)	S.F.	50		
	712-07.03	TEMPORARY BARRICADES (TYPE III)	L.F.	60		
9	714-02.01	ENCASED CONDUIT (2" PVC, SCHEDULE 80)	L.F.	136		
9	714-03.03	DIRECT BURIAL CONDUIT (2" PVC, SCHEDULE 80)	L.F.	250		
9	714-05.06	PULL BOXES (LARGE)	EACH	2		
1,3,11	716-13.01	SPRAY THERMO PVMT MRKNG (60 mil) (4IN LINE)	L.M.	1		
2,7,10	740-10.03	GEOTEXTILE (TYPE III) (EROSION CONTROL)	S.Y.	410		
2	740-11.05	TEMPORARY SEDIMENT TUBE 24IN	L.F.	75		

BID FORM for COF Construction Contract No. 2026-0020

Liberty Park Bridge Replacement (COF Project No. 2020-004)

EXHIBIT A - PART 1 of 2 - PROJECT ESTIMATED QUANTITIES

FOOTNOTE(S)	ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ($)	EXTENDED AMOUNT ($)
1,3,6	801-01	SEEDING (WITH MULCH)	UNIT	13		
15,16	803-01	SODDING (NEW SOD)	S.Y.	14		
1,2,3,14	801-01.07	TEMPORARY SEEDING (WITH MULCH)	UNIT	27		
	COF-01	OWNER'S CONTINGENCY (ONLY TO BE USED AS DIRECTED & AUTHORIZED BY THE CITY)	DOLL	50,000	1	$ 50,000.00

TOTAL BID PRICE (*IN WORDS*): _____

TOTAL BID PRICE (*IN FIGURES*): _____

END - EXHIBIT A - Part 1 of 2 - BID FORM - PROJECT ESTIMATED QUANTITIES

BID FORM for COF Construction Contract No. 2026-0020

Liberty Park Bridge Replacement
(COF Project No. 2020-004)

EXHIBIT A – Part 2 of 2 – FOOTNOTES

1. ALL QUANTITIES TO BE USED AS DIRECTED BY THE ENGINEER.
2. SEE SUBSECTION 209.07 OF THE STANDARD SPECIFICATIONS FOR MAINTENANCE REPLACEMENT.
3. QUANTITY CAN BE INCREASED OR DECREASED AS DIRECTED BY THE ENGINEER.
4. INCLUDES 265 L.F. FOR SEDIMENT FILTER BAG (15’ X 10’).
5. INCLUDES COST OF ALL LABOR AND MATERIALS ASSOCIATED WITH THE INSTALLATION, MAINTENANCE AND REMOVAL OF TEMPORARY STREAM DIVERSION.
6. THE COST OF FERTILIZER AND LIME USED IN INITIAL SEED BED PREPARATION IS TO BE INCLUDED IN THE COST OF SEEDING. SEE SECTION 801 OF TDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
7. INCLUDES 235 S.Y. FOR SEDIMENT FILTER BAG (15’ X 10’) AND 175 S.Y. FOR TEMPORARY CONSTRUCTION EXIT.
8. INCLUDES 30 C.Y. FOR TEMPORARY DITCH.
9. 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. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR REVIEW AND APPROVAL BY ENGINEER.
10. FOR TEMPORARY CONSTRUCTION EXITS. ALL PAY ITEMS ASSOCIATED WITH TEMPORARY CONSTRUCTION EXITS SHALL INCLUDE COST FOR INSTALLATION, RELOCATION, AND REMOVAL OF TEMPORARY CONSTRUCTION EXITS.
11. CONTRACTOR MAY ELECT TO SUBSTITUTE PREFORMED PLASTIC FOR THERMOPLASTIC. PREFORMED PLASTIC SHALL BE PAID AT THE SAME UNIT PRICE AS BID FOR THERMOPLASTIC.
12. INCLUDES 16 C.Y. FOR TEMPORARY CONSTRUCTION EXITS AND 25 C.Y. FOR TEMPORARY DITCH.
13. INCLUDES 24 TON FOR SEDIMENT FILTER BAG.
14. PAY ITEM SHALL INCLUDE ALL INCIDENTALS INCLUDING WATER.
15. USE OF “SEEDING (WITH MULCH” VS “SODDING (NEW SOD)” FOR THE PURPOSE OF FINAL SITE STABILIZATION SHALL BE DETERMINED BY THE CITY OF FRANKLIN PROJECT MANAGER BASED ON THE ACTUAL SITE CONDITIONS AND TIME/SEASON OF THE YEAR.
16. SOD SHALL CONSIST OF ROLLS OF VIGOROUS GROWING DENSE PERENNIAL GRASS TURF. THE MINIMUM THICKESS FOR GRASS SOD IS TWO INCHES. LAY THE SOD WITHIN 48 HOURS OF HARVEST.

EXHIBIT A – Part 2 of 2 – FOOTNOTES *(Continued)*

17. INCLUDES COST OF ALL LABOR AND MATERIALS NECESSARY FOR THE REMOVAL OF THE EXISTING STEADFAST BRIDGE WHICH INCLUDES DISPOSAL OF TIMBER DECK, BOTH ABUTMENT BACKWALLS, WINGWALLS, STEEL STRINGERS, FLOORBEAMS, BEARINGS, AND CUTTING OF ANCHOR BOLTS AS INDICATED ON THE PLANS.
18. EXCAVATION BASED ON FINAL PROFILE AT ABUTMENTS.
19. GRANULAR BACKFILL SHALL BE CLASS “A” GRADING “D” MATERIALS. SEE STANDARD DRAWINGS NO. STD-10-1.
20. INCLUDES COST OF MATERIALS AND LABOR TO INSTALL CUSTOM RAILING AS SHOWN ON SHEET B11.
21. INCLUDES ALL COSTS ASSOCIATED WITH EXISTING BRIDGE SHORING REQUIRED FOR THE CONSTRUCTION OF THE PROPOSED BRIDGE.
22. COST OF POLYETHYLENE SHEETING AND ALL MISCELLANEOUS ITEMS NECESSARY FOR INSTALLATION TO BE INCLUDED IN THE UNIT BID FOR PERFORATED PIPE.

END of BID FORM – EXHIBIT A – Part 2 of 2 - FOOTNOTES

STATEMENT OF LICENSE CERTIFICATE

(for COF Contract No. 2026-0020)

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING:

This is to certify that _____ has fully complied with all requirements of Chapter 6 of Title 62 of the Tennessee Code Annotated. The Contractor's name, license number, expiration date of registration, and license classification appears on the envelope containing the Bid, and I understand otherwise the Bid will not be considered. Masonry, electrical, plumbing, heating, ventilation, and air conditioning subcontractor's name, license number, expiration date of registration, and license classification likewise appears on the envelope containing the bid, and I understand otherwise the Bid will not be considered. I further understand that failure to follow Tennessee State Bidding Laws will result in my bid being rejected and may subject my future Bids to be banned for at least one (1) year from the date of submittal of this Bid.

_____

Were issued Certificate No. _____on _____, _____ by the Tennessee State Board for Licensing Contractors.

Contractor:

_____
(Signature)

_____
(Print Name)

_____
(Title)

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DRUG-FREE WORKPLACE AFFIDAVIT

(for COF Contract No. 2026-0020)

STATE OF _____

COUNTY OF _____

The Undersigned, principal officer of _____, 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 _____ (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

_____

Printed Name of Principal Officer

_____

(Printed Contractor Name)

(Notary on following Page)

STATE OF _____

COUNTY OF _____

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

WITNESS my hand and seal this _____ day of _____, 20____.

_____
Notary Public
My Commission Expires: _____

IRAN DIVESTMENT ACT CERTIFICATION

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

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

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

CERTIFICATION

(for COF Contract No. 2026-0020)

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

_____	_____
(Signature)	*(Date)*
_____	_____
(Printed Name)	*(Title)*
_____	
(Name of Firm/Company)	

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NON-BOYCOTT OF ISRAEL REQUIREMENTS

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

CERTIFICATION

(for COF Contract No. 2026-0020)

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

_____	_____
(Signature)	*(Date)*
_____	_____
(Printed Name)	*(Title)*
_____	
(Name of Firm/Company)	

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BID BOND (PENAL SUM FORM)

Bidder	**Surety**
Name:	Name:
Address *(principal place of business)*:	Address *(principal place of business)*:
Owner	**Bid**
Name: **City of Franklin, TN**	Project *(name and location)*:
Address *(principal place of business)*:	**Liberty Park Bridge Replacement**
109 3rd Ave South	**(COF Contract # 2026-0020 / COF Project # 2020-004)**
Franklin, TN 37064	Bid Date: **Friday, April 10, 2026**
Bond	
Penal Sum:	
Date of Bond:	

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
_____	_____
(Full formal name of Bidder)	*(Full formal name of Surety) (corporate seal)*
By: _____	By: _____
(Signature)	*(Signature) (Attach Power of Attorney)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____
Attest: _____	Attest: _____
(Signature)	*(Signature)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

MODIFIED - EJCDC® C-430, Bid Bond (Penal Sum Form).
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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
    3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
    3.2. All Bids are rejected by Owner, or
    3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be litigated in the Tennessee Judicial Circuit Court in and for Williamson, County, Tennessee, and the prevailing party in any such litigation shall be entitled to an award of all reasonable attorney's fees, expenses and court cost incurred by the prevailing party against the non-prevailing party, including reasonable attorney's fees, expenses and taxed costs in connection with any appeals.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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NOTICE OF AWARD

City of Franklin, TN
Engineering Department
109 3rd Avenue South
Franklin, TN 37064

Date: _____
Project Name: **Liberty Park Bridge Replacement**
Owner's Contract No.: **COF Contract No. 2026-0020**
Bidder: _____
Bidder Address: _____

PROJECT: **The "Liberty Park Bridge Replacement" for and located in the City of Franklin, Tennessee**

The Owner has considered your Bid dated **April 10, 2026** 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	Bidder:	_____
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
		Date:	_____

Copy: Engineer

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CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR (STIPULATED PRICE)

COF Contract No. 2026-0020

This Agreement is by and between the City of Franklin, Tennessee ("Owner") and **<< Enter Full Legal Name of Contractor >>** ("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: **demolition & complete removal of existing Steadfast Bridge® and all appurtenances, construction of new concrete bridge & abutments, grading, paving, erosion prevention & sediment control, guardrail & end terminals, and minor site utility infrastructure.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Liberty Park Bridge Replacement (COF Project No. 2020-004).**

ARTICLE 3—ENGINEER

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

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.02 *Contract Times*

A. The Work shall be substantially complete within **One Hundred Twenty (120)** calendar 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 **Sixty (60)** calendar 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**

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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 **$500.00** for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete.

2. *Completion of Remaining Work:* Contractor shall pay Owner **$500.00** for each day that expires after the time specified in Paragraph 4.02 for Final Completion until the Work is finally complete.

3. *Milestones:* Contractor shall pay Owner **$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 **$N/A** for each day prior to the time specified in Paragraph 4.02 for Substantial Completion that the Work is substantially complete. The maximum value of the bonus shall be limited to **$N/A**.

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

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by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion, until the Work is substantially complete.

B. Contractor shall reimburse Owner for all actual costs reasonably incurred by Owner in mitigating or avoiding delays and disruptions to the Work caused by or within the control of any of the Contractor Parties.

C. After Contractor achieves Substantial Completion, if Contractor fails to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Final Completion, until the Work is finally complete.

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

ARTICLE 5—CONTRACT PRICE

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

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments*

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

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

a. Ninety-five percent (95%) of Work completed (with the balance being retainage); and

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

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

6.03 *Final Payment*

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

6.04 *Consent of Surety*

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

ARTICLE 7—CONTRACT DOCUMENTS AND TECHNICAL DATA

7.01 *Contents of Contract Documents*

A. The Contract Documents consist of all of the following:

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

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a. Contractor's Bid

b. **N/A**

10. The following, if issued or signed on or after the Effective Date of the Contract and not attached hereto:

a. Notice to Proceed.

b. Work Change Directives.

c. Change Orders.

d. Field Orders.

e. Warranty Bond.

B. The Contract Documents listed in Paragraph 7.01.A are incorporated by reference and are part of the Contract whether attached to this Agreement or not.

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented in a writing signed by Owner and as otherwise provided in the Contract Documents, and all such amendments, modifications, and supplementations are limited to the matters specifically addressed in the applicable writing. No one is authorized by Owner to orally amend, modify, supplement, or waive any provision, or any of Owner's or Contractor's duties and obligations under, the Contract Documents.

E. Unless otherwise expressly stated, where reference is made in this Agreement or the General Conditions to a particular Paragraph or Article number, the reference refers to the corresponding Paragraph or Article in the document in which the reference appears.

7.02 *Technical Data Regarding Existing Surface and Subsurface Conditions*

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

Report Title	Date of Report	Technical Data
N/A	N/A	**N/A**

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

Drawings Title	Date of Drawings	Technical Data
N/A	N/A	N/A

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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 **the Business Opportunities page of the City of Franklin website (www.franklintn.gov)**, 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 indicated 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 Business Opportunities page of the City of Franklin website (www.franklintn.gov)**, 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

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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.

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5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions at or adjacent to the Site that have been identified in the Contract Documents or otherwise made available to Contractor, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and Technical Data, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to above, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other provisions of the Contract Documents.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents and Technical Data, and the resolution thereof by Owner or Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all requirements for performance of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performance of the Work as required by the Contract Documents.

12. Contractor is authorized to do business in Tennessee, and is properly licensed and registered as necessary by or with all governmental and public and quasi-public authorities having jurisdiction over the Contractor, the Work, and the Project.

13. Contractor possesses a high level of experience, expertise, and competence in the business of administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of the Project, and shall perform the Work with the care, skill, and diligence of such a contractor.

9.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, bidding for, or entering into the Contract. For the purposes of this paragraph:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding or contracting process, (b) to establish Bid or Contract prices at

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artificial, non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding or contracting process.

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

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

Owner:	Contractor:
City of Franklin, Tennessee *(typed or printed name of organization)*	 *(typed or printed name of organization)*
By: _____ *(individual's signature)*	By: _____ *(individual's signature)*
Date: _____ *(date signed)*	Date: _____ *(date signed)*
Name: Dr. Ken Moore *(typed or printed)*	Name: _____ *(typed or printed)*
Title: Mayor *(typed or printed)*	Title: _____ *(typed or printed)*
Attest: _____ *(individual's signature)*	Attest: _____ *(individual's signature)*
Title: City Administrator *(typed or printed)*	Title: _____ *(typed or printed)*
Address for giving notices: 109 3rd Avenue South Franklin, TN 37064	Address for giving notices:
Designated Representative: Name: _____ *(typed or printed)* Title: _____ *(typed or printed)* Address:	Designated Representative: Name: _____ *(typed or printed)* Title: _____ *(typed or printed)* Address:
Phone: _____ Email: _____	Phone: _____ Email: _____ License No.: _____ *(where applicable)* State: _____

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RETAINAGE AGREEMENT

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

(for COF Contract No. 2026-0020)

THIS AGREEMENT, is made and entered into on this _____ day of _____**,** 20_____, by and among the **City of Franklin** ("Owner"); **{ENTER FULL CONTRACTOR COMPANY NAME HERE}** ("Contractor"); and **{ENTER FULL BANK NAME HERE}**, a corporation organized and existing under the laws of the United States of America, with offices located in **{ENTER CITY, ST OF BANK HERE}**("Bank").

WITNESSETH:

WHEREAS, the Owner and the Contractor have heretofore entered COF Contract No. **2026-0020**, (the "Contract"), whereby the Contractor will make improvements to certain real property of the Owner, pursuant to a certain project known as **Liberty Park Bridge Replacement** ("Project") located in Franklin, Tennessee, with the contract providing that the Owner is to retain a percent of all payment requests of the Contractor, all as more specifically set forth in the Contract, to which specific reference is hereby made; and

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

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

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

1. The Owner hereby agrees to pay all retainage held pursuant to the Contract to the Bank, to be held in escrow by the Bank in a separate interest-bearing account (the "Escrow Account"). Funds held will not be commingled with any other funds owned by the 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 the Contractor, except to the extent ownership thereof is affected by the assignment to the Owner pursuant to the terms hereof.
3. The Contractor shall and hereby does conditionally assign all its ownership interest in the Escrow Account, including its power to make withdrawals therefrom, to the Owner. This conditional assignment shall terminate upon the Owner's execution of release, to the extent of such release.
4. So long as retainage remains on deposit and the Contractor is not in default of the Contract, all interest earned on deposited retainage shall go to the Contractor less any custodial care and servicing costs.

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

City of Franklin:

Signature: _____

Dr. Ken Moore
Mayor

Contractor:

Signature: _____
Print Name: _____
Title: _____

Bank:

Signature: _____

Print Name: _____

Title: _____

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EXHIBIT A – FULL RELEASE
(for COF Contract No. 2026-0020)

The undersigned, as owner of certain real property located in Franklin, Tennessee, which has been improved pursuant to a construction contract with **{ENTER FULL CONTRACTOR COMPANY NAME HERE}** ("Contractor"), hereby certifies that the Contractor has completed all work required of it, pursuant to such contract, and the undersigned hereby authorizes **{ENTER FULL BANK NAME HERE}** ("Bank**")** to release **$**_____ {also type figure} paid in escrow pursuant to that certain retainage agreement between and among the undersigned, and the Contractor and the 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 the Contractor pursuant to said contract or the work performed thereunder.

City of Franklin:

Signature: _____

Dr. Ken Moore
Mayor

ATTEST:

Signature: _____
Print Name: _____
Title: _____

STATE OF TENNESSEE)

COUNTY OF _____)

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

_____

Notary Public

My Commission Expires: _____

(Seal)

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EXHIBIT A – PARTIAL RELEASE

(for COF Contract No. 2026-0020)

The undersigned, as owner of certain real property located in Franklin, Tennessee, which has been improved pursuant to a construction contract with **{ENTER FULL CONTRACTOR COMPANY NAME HERE}** ("Contractor"), hereby certifies that the Contractor has completed a portion of all work required of it, pursuant to such contract, and the undersigned hereby authorizes **{ENTER FULL CONTRACTOR COMPANY NAME HERE}** ("Bank") to release $_____, paid in escrow pursuant to that certain Retainage agreement between and among the undersigned, and the Contractor and the 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 understanding has or may have against the Contractor pursuant to said contract or the work performed thereunder.

City of Franklin

Signature: _____

Dr. Ken Moore
Mayor

ATTEST:

Signature: _____
Print Name: _____
Title: _____

STATE OF TENNESSEE)

COUNTY OF_____)

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

_____

Notary Public

My Commission Expires_____

(Seal)

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NOTICE TO PROCEED

City of Franklin, TN	Issue Date:	
Engineering Department	Project Name:	**Liberty Park Bridge Replacement**
109 3rd Avenue South	Owner's Contract No.:	**COF Contract No. 2026-0020**
Franklin, TN 37064	Contractor:	
	Contractor Address:	

TO CONTRACTOR:

You are notified that the Contract Times under the above Contract will commence to run on _____, the **Notice to Proceed Effective Date**. In accordance with Article 4 of the Agreement, the Work shall be substantially complete within **[ENTER DAYS IN WORDS (AND FIGURES)]** calendar days and finally complete within **[ENTER DAYS IN WORDS (AND FIGURES)]** calendar 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: _____
(Signature)

Title: _____

Copy: Engineer

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PERFORMANCE BOND

Contractor Name: Address *(principal place of business)*:	**Surety** Name: Address *(principal place of business)*:
Owner Name: **City of Franklin, TN** Mailing address *(principal place of business)*: **109 3rd Ave South** **Franklin, TN 37065**	**Contract** Description *(Name and Contract Number)*: **Liberty Park Bridge Replacement** **(COF Contract # 2026-0020/COF Project #2020-004)** Contract Price: **$** Effective Date of Contract:
Bond Bond Amount: **$** Date of Bond: *(Date of Bond cannot be earlier than Effective Date of Contract)* 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
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
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.	

MODIFIED - EJCDC® C-610, Performance Bond.
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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:

    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;

    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

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

    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

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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.

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12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

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

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **None**

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PAYMENT BOND

Contractor	**Surety**
Name:	Name:
Address *(principal place of business)*:	Address *(principal place of business)*:
Owner	**Contract**
Name: **City of Franklin, TN**	Description *(name and location)*: **Liberty Park Bridge Replacement (COF Contract #0000-0000/ COF Project #0000-000)**
Mailing address *(principal place of business)*: **109 3rd Ave South Franklin, TN 37064**	Contract Price: **$**
	Effective Date of Contract:

Bond

Bond Amount: **$**

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

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
_____	_____
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate seal)*
By: _____	By: _____
(Signature)	*(Signature)(Attach Power of Attorney)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____
Attest: _____	Attest: _____
(Signature)	*(Signature)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____

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.

EJCDC® C-615, Payment Bond.
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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.
    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety

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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;

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16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: **None**

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To:	**City of Franklin**	From:		Invoice #:	**Unique # from Contractor**
	Engineering Department			Estimate #:	**Pay App #1, 2, 3...100, etc.**
	109 Third Ave South			Date:	**January 15, 2000**
	Franklin, TN			From Est. Period:	**December 1, 1999**
Attn:	**Robyn Freeman**			To Est. Period:	**December 31, 1999**

Project Name: **Liberty Park Bridge Replacement**
Owner Contract Number: **COF Contract No. 2026-0020** Owner Project Number: **COF Project No. 2020-004**

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: _____

Pay Item	Pay Item Description	Quantity	Unit	Unit Price	Work Completed		Materials Put into Storage This Period	Total Completed and Stored to Date	To-Date Quantity
					Current Quantity	Pervious Quantity			

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	**City of Franklin, TN**
Engineer:	**City of Franklin Staff**
Contractor:	
Project Name:	**Liberty Park Bridge Replacement**
Owners Contract No.:	**COF Contract No. 2026-0020**

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:

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

Engineer:

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

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NOTICE OF ACCEPTABILITY OF WORK

Owner:	**City of Franklin, TN**
Engineer:	**City of Franklin Staff**
Contractor:	
Project Name:	**Liberty Park Bridge Replacement**
Owners Contract No.:	**COF Contract No. 2026-0020**
Effective Date of the Construction Contract:	
Notice Date:	

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

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

Engineer:

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

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CITY OF FRANKLIN
GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT

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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.

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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.

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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

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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

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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.

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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.

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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.

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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

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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).

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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.

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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

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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

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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;

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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.

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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.

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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

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therewith (except with respect to an emergency) until the Owner has a reasonable opportunity to review the subsurface or physical condition in question.

B. *Owner's Review*: After receipt of written notice as required by the preceding paragraph, Owner shall promptly review the subsurface or physical condition in question; determine whether it is necessary to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; and obtain any pertinent cost or schedule information from Contractor.

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

D. *Early Resumption of Work*: If at any time Owner determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Owner's review or issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then Owner may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an adjustment in Contract Times, and might be entitled to an adjustment in Contract Price (excluding any overhead or profit), each as reasonably determined by Owner, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Such condition falls within one or more of the categories described in Paragraph 5.04.A;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price shall be subject to the provisions of Paragraph 13.03; and,

    c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

    a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid, or otherwise;

    b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor; or

    c. Contractor failed to give the written notice required by Paragraph 5.04.A.

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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

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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.

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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

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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

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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

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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.

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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

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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.

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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

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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.

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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

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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:

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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

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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.

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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.

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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.

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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

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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.

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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

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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.

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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.

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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.

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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' 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.

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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

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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

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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.

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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

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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.

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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).

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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.

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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

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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.

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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.

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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's 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

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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

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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

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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

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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, expediters, 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.

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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.

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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

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

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

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

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

E. If the Contract Documents require the Work to be approved by Owner or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Owner, Contractor shall, if requested by Owner, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Owner timely notice of Contractor's intention to cover the same and Owner had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Owner's Authority*: Owner has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Reasonably timely written notice of all defective Work of which Owner has actual knowledge shall be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Owner has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines

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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

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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,

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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.

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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

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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.

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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.

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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.

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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

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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;

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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.

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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.

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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.

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18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

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WORK CHANGE DIRECTIVE NO.:

Owner:	**City of Franklin, TN**
Engineer:	**City of Franklin Staff**
Contractor:	
Project Name:	**Liberty Park Bridge Replacement**
Owner's Contract No.:	**COF Contract No. 2026-0020**
Date Issued:	
Effective Date of Directive:	

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

Description:

Attachments:

Purpose for the Work Change Directive:

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

☐ Non-agreement on pricing of proposed change.

☐ Necessity to proceed for schedule or other reasons.

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

Contract Price: **$** _____

Contract Time: _____ **calendar days**

Basis of estimated change in Contract Price:

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

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

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CHANGE ORDER NO.:

Owner:	**City of Franklin, TN**
Engineer:	**City of Franklin Staff**
Contractor:	
Project Name:	**Liberty Park Bridge Replacement**
Owner's Contract No.:	**COF Contract No. 2026-0020**
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: days Ready for final payment: days
SELECT ONE from previously approved Change Orders No. 1 to No. : $	**SELECT ONE** from previously approved Change Orders No. 1 to No. : Substantial Completion: days Ready for final payment: days
Contract Price prior to this Change Order: $	Contract Times prior to this Change Order: Substantial Completion: days Ready for final payment: days
SELECT ONE this Change Order: $	**SELECT ONE** this Change Order: Substantial Completion: days Ready for final payment: days
Contract Price incorporating this Change Order: $	Contract Times with all approved Change Orders: Substantial Completion: days Ready for final payment: days

Recommended by Engineer:		**Recommended by Dept. Director:**	
By:		By:	
Signature:		Signature:	
Title:		Title:	
Date:		Date:	

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Contractor Approval:		Authorized by Owner:	
By:		By:	
Signature:		Signature:	
Title:		Title:	
Date:		Date:	

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FIELD ORDER NO.:

Owner:	**City of Franklin, TN**
Engineer:	**City of Franklin Staff**
Contractor:	
Project Name:	**Liberty Park Bridge Replacement**
Owner's Contract No.:	**COF Contract No. 2026-0020**
Date Issued:	
Effective Date of Field Order:	

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

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

Attachments:

Issued by Engineer:

By: _____

Title: _____

Signature: _____

Date: _____

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APPENDIX A – 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 "**Liberty Park Bridge Replacement" (COF Contract No. 2026-0020 / COF Project No. 2020-004)**

A. City of Franklin

- FSP100RD – Special Provision Regarding Utility Record Drawings

B. Tennessee Department of Transportation (TDOT)

- SP102B – Special Provision Regarding Unbalanced Bids
- SP102LC – Special Provision Regarding Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction.

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SPECIAL PROVISION

REGARDING

UTILITY RECORD DRAWINGS

PART 1 – GENERAL

1.1 SCOPE

1.1.1 General

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

1.1.2 Work Included

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

1.1.3 Location of the Work

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

1.1.4 Coordination of the Work

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

1.1.5 Working Hours

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

1.2 METHOD OF MEASUREMENT & PAYMENT

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

1.2.2 Record Drawings

Preparation and submittal of record drawings, signed and sealed by a Professional Surveyor licensed in the State of Tennessee, shall be included in the lump sum price for Item 105-01, Construction Stakes and Lines. No additional compensation will be provided for this work. Record drawings shall be prepared and submitted in accordance with the requirements of this Special Provision.

1.3 SUBMITTALS

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

PART 2 – PRODUCTS

2.1 MATERIALS

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

PART 3 – EXECUTION

3.1 GENERAL

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

3.2 SURVEYING REQUIREMENTS

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

3.3 SURVEYING FOR RECORD DRAWINGS

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

3.3.1 Property Lines and Easements

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

3.3.2 Stormwater Record Drawings

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

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

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

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

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

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

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

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

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

END OF SPECIAL PROVISION

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

(Rev. 2-17-15) January 1, 2021

SPECIAL PROVISION

REGARDING

UNBALANCED BIDS

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

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

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

(Rev. 12-15-20) January 1, 2021

SPECIAL PROVISION

REGARDING

TENNESSEE DEPARTMENT OF TRANSPORTATION STANDARD

SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

Description

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

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APPENDIX B – PERMITS

PERMITS

The following Permits are included, in their entirety, in Appendix C and are made a part of the Bidding Documents for the "**Liberty Park Bridge Replacement**" (**COF Contract No. 2026-0020 / COF Project No. 2020-004)**

A. Tennessee Department of Environment and Conservation (TDEC) Aquatic Resources Alteration Permit (ARAP) for Construction and Removal of Minor Road Crossings (NR2304.099).
Permit Expired – City of Franklin project team is submitting application for updated/new permit.

B. City of Franklin Mass Grading / Grading Only Permit – **To Be Finalized by the General Contractor.** Permit Fees should be waived for City Projects. However, Contractor will be reimbursed exact fees associated with any permit applications that may arise.

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TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES
William R. Snodgrass - Tennessee Tower
312 Rosa L. Parks Avenue, 11th Floor
Nashville, Tennessee 37243-1102

ARAP Tracking No. NR2304.099

Notice of Coverage (NOC) under the Aquatic Resource Alteration General Permit for
Construction and Removal of Minor Road Crossings

Under authority of the Tennessee Water Quality Control Act of 1977 (TWQCA, §§ T.C.A. 69-3-101 et seq.) the Division of Water Resources has determined the activity described below would not violate applicable water quality standards.

This activity is governed by the General Permit for Construction and Removal of Minor Road Crossings issued pursuant to the TWQCA. The work must be accomplished in conformance with accepted plans, specifications, data and other information submitted in support of application NR2304.099 and the terms and conditions set forth in the general permit.

Permittee name:	**City of Franklin Liberty Park Bridge**
Authorized work:	**Replacement of structure on Liberty Park Access Road over South Prong Spencer Creek.- Turning Wheel Ln.**
Location:	**1661 McEwen Drive, Franklin, TN 37067, Williamson County**
Latitude:	**35.929845**
Longitude:	**-86.79838**
Waterbody name:	**South Prong Spencer Creek**
Effective date:	**04/17/2023**
Expiration date:	**04/07/2025**

This does not preclude requirements of other federal, state or local laws. In particular, work shall not commence until the applicant has received the federal section 404 permit from the U. S. Army Corps of Engineers, a section 26a permit from the Tennessee Valley Authority or authorization under a Tennessee NPDES Storm Water Construction Permit where necessary. This permit may also serve as a federal section 401 Water Quality Certification (pursuant to 33 U.S.C. §1341) since the planned activity was reviewed and the division has reasonable assurance that the activity will be conducted in a manner that will not violate applicable water quality standards (T.C.A. §§ 69-3-101 et seq. or provisions of sections 301, 302, 303, 306 or 307 of The Clean Water Act). The 401 Water Quality Certification Justifications and Citations related to the procedural requirements of §121.7(d) can be found here. A paper copy of the certifications and justifications can also be obtained by contacting *Water.Permits@tn.gov* or calling (615) 532-0359.

The state of Tennessee may modify, suspend or revoke this authorization should the state determine that the activity results in more than an insignificant degradation of applicable water quality standards or violation of the TWQCA. Failure to comply with permit terms may result in penalties in accordance with T.C.A. §69-3-115.

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CITY OF FRANKLIN, TN - MASS GRADING / GRADING ONLY PERMIT

STEP 1: COMPLETED PERMIT APPLICATION – INCOMPLETE PERMITS WILL NOT BE ISSUED.

SITE /PROJECT INFO:		PLANS APPROVED:	COF #
PROPERTY SUBDIVISION/SECTION/REV/LOT #:			
STREET ADDRESS OR LOCATION:			
CONTROL MAP & PARCEL #:			
SIZE OF SITE (AC):	ACRES DISTURBED:	START & END DATE:	
SITE ACTIVITY DESCRIPTION:			

PERMITS & REQUIREMENTS:	CIRCLE ONE	IF YES, PROVIDE PERMIT INFO	
NPDES PERMIT?	NO YES →	PERMIT #	DATE ISSUED:
ARAP PERMIT?	NO YES →	PERMIT #	DATE ISSUED:
WORK IN FLOODPLAIN	NO YES →	PEMRIT #	DATE ISSUED:
WORK IN TDOT ROW?	NO YES →	PERMIT #	DATE ISSUED:
OFFSITE WORK?	NO YES →	**if yes, easements/agreements must be submitted to engineering*	
COF EASEMENTS?	NO YES →		

SITE OWNER OR DEVELOPER CERTIFICATION **(Primary Permittee: person, company, or legal entity that has operational or design control over construction plans and specifications) (must be signed by president, vice-president or equivalent, or ranking elected official)**

I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tennessee Code Annotated Section 39-16-702(a)(4), this declaration is made under penalty of perjury. It is acknowledged that I shall be responsible for ensuring that all EPSC requirements as set forth in FMC Title 23 and the TN CGP are being followed onsite and that I am responsible for these requirements until a Notice of Termination is authorized by the City of Franklin or the City of Franklin authorizes a Notice of Transfer for 100% of the permit. I understand that these requirements will be inspected and enforced by the City of Franklin and failure to comply may result in the issuance of a "stop work order" and/or other penalties as specified in City of Franklin Municipal Code.

Owner or Developer Company name (Print or Type):			
Owner or Developer Name (Print or Type)	Signature		Date
Mailing Address:	City:	State:	Zip:
Phone:	Email:		

TO BE COMPLETED BY STAFF:

MGP PERMIT APP APPROVED BY:		DATE:
MGP PERMIT #	COF CONTRACT #	
FEES PAID:	ASSIGNED INSPECTOR:	

STAFF NOTES:

SITE / PROJECT NAME: _____ MGP _____

STEP 2: PRE-CONSTRUCTION SITE INSPECTION. FORM MUST BE COMPLETE PRIOR TO INSPECTION

THESE ITEMS MUST BE ON SITE FOR THE PRE-CONSTRUCTION MEETING & STAY ON SITE DURING CONSTRUCTION:			
	Signed Permit (2 copies)		City Stamped and Approved Grading Plans
	Recorded Long-Term Maintenance Agreement, Plan & Form		Copy of other Issued Permits (if applicable)
	NPDES Stormwater Pollution Prevention Plan (SWPPP) & NOC		

CONTRACTOR(S) CERTIFICATION (must be signed by president, vice-president or equivalent) (Secondary Permittee)

I certify under penalty of law that I have reviewed this document, any attachments, and the SWPPP referenced above. Based on my inquiry of the construction site owner/developer identified above and/or my inquiry of the person directly responsible for assembling this Stormwater Plan, Grading Plan, Long Term Maintenance Agreement and SWPPP, I believe the information submitted is accurate. I am aware that this Permit, if approved, makes the above-described construction activity subject to all provision of the Franklin Stormwater Management Ordinance and Franklin Municipal Code, and that certain of my activities on-site are thereby regulated. I agree to contact the City for a Pre-Construction meeting per FMC 23-106 prior to starting any work onsite and have reviewed all info listed on the instruction sheet regarding the PreCon.

Contractor Company name (Print or Type):			
Contractor Representative (print/type): (V.P. level or higher):	Signature:		Date:
Mailing Address:	City:	State:	Zip:
Phone:	Email:		

TDEC LEVEL 1 CERTIFIED INSPECTOR:

NAME:	PHONE:	EMAIL:	CERTIFICATION EXPIRES:

ADDITIONAL PERMIT AGREEMENTS:

Upon issuance of this Stormwater/Grading permit the Owner and/or Contractor are agreeing to and shall do the following:

- Twice Weekly Inspections by a TDEC Level 1 Certified Inspector – These inspection reports shall be kept on site in a box easily accessible to City Inspectors. This will be discussed during the pre-construction meeting.
- Any site that is inactive for a period of 1 year shall be administratively terminated. A new pre-construction meeting is required for work to resume.
- To terminate permit coverage PERMITTEE MUST contact the stormwater inspector to complete a Notice of Termination form and receive a list of punch list items that must be completed before termination.
- To transfer Contractor or Ownership contact, contractor or owner MUST contact the Stormwater Inspector and complete a Notice of Transfer form.

PRE-CONSTRUCTION CHECKLIST – COMPLETED BY INSPECTOR:

CONTRACTOR SHALL INSTALL THE FOLLOWING AS SHOWN ON THE APPROVED CONSTRUCTION PLANS. Schedule a Pre-Construction Site inspection with assigned City of Franklin Stormwater Inspector. These items will be inspected and checked off at the pre-construction meeting.

	Silt Fence or other Sediment Barriers (These BMPs shall be installed properly along topographical contours downslope of the area to be disturbed prior to any grading, clearing and/or any other construction activity. Erosion and sediment control measures shall be designed to control the rainfall and runoff from the design storm indicted on SWPPP.)
	Temporary Stone Construction Entrance: (100 FT Temporary stone construction entrance that conforms to the City of Franklin's Stormwater Ordinance and Best Management Practice Manual within 24 hours of grading commencement or the permit will be revoked. The stone shall be 3 inch in diameter and shall be kept clean by adding stone as needed. It shall be at least 6 inches deep underlain with filter fabric and 20 feet wide.)
	Inlet Protection (Where applicable, approved inlet protections for nearby storm sewer curb and drop inlets have been installed.)
	Water Quality Buffer Signs (Where applicable, Water Quality Buffer Signs shall be installed as shown on the approved EPSC plans)
	Tree Protection Fencing (Where applicable, tree protection fencing has been installed as shown on the approved construction drawings.)

TO BE SIGNED AT PRE-CON:	DATE OF PRE-CON:
CITY INSPECTOR'S SIGNATURE:	
CONTRACTOR'S SIGNATURE*:	

*By signing this permit, you acknowledge and agree to follow all rules and requirements listed on this permit as well as any additional requirements added under the notes section on page 1 of the permit at the time of issuance or during the pre-construction meeting.

Instructions for the Grading Permit & Documents

PURPOSE OF STORMWATER & GRADING PERMIT & LONG TERM MAINTENANCE PLAN & AGREEMENT:

A Completed Grading Permit must be submitted to obtain coverage based on Title 23 of City of Franklin Municipal Code for discharges of Stormwater Associated with Construction Activity (permit). Requesting coverage under this permit means that an applicant has obtained and examined a copy of this permit and City of Franklin Municipal Code, and thereby acknowledges applicant's claim of ability to be incompliance with permit terms and conditions. This permit is required for stormwater discharge(s) from construction activities including clearing, grading, filling and excavating (including borrow pits) of one or more acres of land.

WHO MUST SUBMIT THE GRADING PERMIT & DOCUMENTS

All new development and redevelopment under the jurisdiction of Franklin Municipal Code, Title 23 shall be required to obtain a Stormwater Management and/or Grading Permit. All Operators must submit a Stormwater & Grading Permit. "Operator" for the purpose of this permit and in the context of stormwater associated with construction activity means any person associated with a construction project who meets either or both of the following two criteria: (1) The person has operational or design control over construction plans and specifications, including the ability to make modifications to those plans and specifications. This person is typically the owner or developer of the project or a portion of the project (e.g. subsequent builder), or the person that is the current land owner of the construction site. This person is considered the primary permittee; or (2) The person has day-to-day operational control of those activities at a project which are necessary to ensure compliance with SWPPP for the site or other permit conditions. This person is typically a contractor or a commercial builder who is hired by the primary permittee, and is considered a secondary permittee.

COMPLETING THIS FORM

Type or print clearly, using ink and not markers or pencil. Answer each item or enter "NA," for not applicable, if a particular item does not fit the circumstances or characteristics of your construction site or activity. If you need additional space, attach a separate piece of paper to the Stormwater and Grading Permit. The Grading Permit will be considered incomplete without a permit fee, a map and the SWPPP.

DESCRIBE AND LOCATE THE PROJECT

Use the legal or official name of the construction site. If a construction site lacks street name or route number, give the most accurate geographic information available to describe the location (reference to adjacent highways, roads and structures; e.g. intersection of state highways 70 and 100). Latitude and longitude (expressed in decimal degrees) of the center of the site can be located on USGS quadrangle maps. The quadrangle maps can be obtained at the USGS World Wide Web site: http://www.usgs.gov/; latitude and longitude information can be found at numerous other web sites. Provide estimated starting date of clearing activities and completion date of the project, and an estimated of the number of acres of the site on which soil will be disturbed, including borrow areas, fill areas, stockpiles and the total acres. For linear projects, give locations at each end of the construction area.

GIVE NAME OF THE RECEIVING WATERS

Trace the route of stormwater runoff from the construction site and determine the name of the river(s), stream(s), creek(s), wetland(s), lake(s) or any other water course(s) into which the stormwater runoff drains. Note that the receiving water course may or may not be located on the construction site. If the first water body receiving construction site runoff is unnamed ("unnamed tributary"), determine the name of the water body that the unnamed tributary enters.

ARAP PERMIT MAY BE REQUIRED

If your work will disturb or cause alteration of a stream or wetland, you must obtain an appropriate Aquatic Resource Alteration Permit (ARAP). If you have a questions about the ARAP program or permits, contact your local TDEC Environmental Field Office (EFO)

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					Brown Builders, Inc.		Concrete Structures Inc		Bell & Associates Construction LLC		Capital City Construction		Adams Contracting, LLC		Dement Construction Group, LLC		Jarrett Builders, Inc.		Jones Bros Contractors, LLC		Taggart Constructors	
					Total Price	$1,161,995.80	Total Price	$1,186,372.00	Total Price	$1,211,005.44	Total Price	$1,211,257.20	Total Price	$1,250,068.15	Total Price	$1,332,694.53	Total Price	$1,335,108.20	Total Price	$1,355,245.50	Total Price	$1,724,342.55
Line #	Description	QTY	UOM	Estimated	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	105-01 CONSTRUCTION STAKES, LINES AND GRADES	1	LS		$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$35,000.00	$35,000.00	$15,000.00	$15,000.00	$17,400.00	$17,400.00	$9,412.00	$9,412.00	$20,000.00	$20,000.00	$50,000.00	$50,000.00
2	201-01 CLEARING AND GRUBBING	1	LS		$32,000.00	$32,000.00	$30,000.00	$30,000.00	$35,823.00	$35,823.00	$50,000.00	$50,000.00	$15,000.00	$15,000.00	$153,685.00	$153,685.00	$11,765.00	$11,765.00	$30,000.00	$30,000.00	$68,000.00	$68,000.00
3	202-04.01 REMOVAL OF STRUCTURES (EXISTING STEADFAST BRIDGE)	1	LS		$70,000.00	$70,000.00	$100,000.00	$100,000.00	$61,500.00	$61,500.00	$170,000.00	$170,000.00	$65,000.00	$65,000.00	$25,000.00	$25,000.00	$46,417.00	$46,417.00	$50,000.00	$50,000.00	$150,000.00	$150,000.00
4	203-01 ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	556	C.Y.		$50.00	$27,800.00	$28.00	$15,568.00	$51.00	$28,356.00	$24.50	$13,622.00	$40.00	$22,240.00	$25.00	$13,900.00	$53.00	$29,468.00	$35.00	$19,460.00	$58.00	$32,248.00
5	203-03 BORROW EXCAVATION (UNCLASSIFIED)	1292	C.Y.		$68.00	$87,856.00	$40.00	$51,680.00	$16.50	$21,318.00	$47.50	$61,370.00	$65.00	$83,980.00	$40.00	$51,680.00	$75.00	$96,900.00	$65.00	$83,980.00	$67.00	$86,564.00
6	203-04 PLACING AND SPREADING TOPSOIL	161	C.Y.		$45.00	$7,245.00	$34.00	$5,474.00	$60.00	$9,660.00	$61.50	$9,901.50	$30.00	$4,830.00	$25.00	$4,025.00	$51.00	$8,211.00	$30.00	$4,830.00	$93.00	$14,973.00
7	204-02.01 DRY EXCAVATION (BRIDGES)	1008	C.Y.		$50.00	$50,400.00	$30.00	$30,240.00	$48.00	$48,384.00	$40.00	$40,320.00	$45.00	$45,360.00	$35.00	$35,280.00	$66.00	$66,528.00	$45.00	$45,360.00	$115.00	$115,920.00
8	209-05 SEDIMENT REMOVAL	30	C.Y.		$5.00	$150.00	$57.00	$1,710.00	$15.00	$450.00	$19.00	$570.00	$10.00	$300.00	$25.00	$750.00	$144.00	$4,320.00	$34.00	$1,020.00	$57.00	$1,710.00
9	209-08.02 TEMPORARY SILT FENCE (WITH BACKING)	1100	L.F.		$6.00	$6,600.00	$7.00	$7,700.00	$6.10	$6,710.00	$5.00	$5,500.00	$5.50	$6,050.00	$5.50	$6,050.00	$7.00	$7,700.00	$5.60	$6,160.00	$6.50	$7,150.00
10	209-08.08 ENHANCED ROCK CHECK DAM	4	EA		$700.00	$2,800.00	$800.00	$3,200.00	$700.00	$2,800.00	$800.00	$3,200.00	$700.00	$2,800.00	$780.00	$3,120.00	$945.00	$3,780.00	$1,600.00	$6,400.00	$1,500.00	$6,000.00
11	209-09.01 SANDBAGS	100	EA		$8.00	$800.00	$15.00	$1,500.00	$4.50	$450.00	$7.50	$750.00	$11.00	$1,100.00	$15.00	$1,500.00	$12.00	$1,200.00	$8.00	$800.00	$10.00	$1,000.00
12	209-09.04 SEDIMENT FILTER BAG (15' X 10')	3	EA		$300.00	$900.00	$500.00	$1,500.00	$175.00	$525.00	$650.00	$1,950.00	$1,200.00	$3,600.00	$380.00	$1,140.00	$2,778.00	$8,334.00	$1,200.00	$3,600.00	$1,000.00	$3,000.00
13	209-65.04 TEMPORARY IN STREAM DIVERSION	360	L.F.		$45.00	$16,200.00	$80.00	$28,800.00	$70.00	$25,200.00	$137.00	$49,320.00	$50.00	$18,000.00	$60.00	$21,600.00	$53.00	$19,080.00	$80.00	$28,800.00	$225.00	$81,000.00
14	303-01 MINERAL AGGREGATE, TYPE A BASE, GRADING D	505	TON		$60.00	$30,300.00	$55.00	$27,775.00	$52.00	$26,260.00	$50.00	$25,250.00	$50.00	$25,250.00	$50.00	$25,250.00	$42.00	$21,210.00	$43.00	$21,715.00	$48.00	$24,240.00
15	303-01.02 GRANULAR BACKFILL (BRIDGES)	186	TON		$60.00	$11,160.00	$60.00	$11,160.00	$98.00	$18,228.00	$83.50	$15,531.00	$75.00	$13,950.00	$75.00	$13,950.00	$67.00	$12,462.00	$60.00	$11,160.00	$58.00	$10,788.00
16	303-10.01 MINERAL AGGREGATE (SIZE 57)	24	TON		$40.00	$960.00	$92.00	$2,208.00	$83.00	$1,992.00	$82.00	$1,968.00	$75.00	$1,800.00	$70.00	$1,680.00	$46.00	$1,104.00	$60.00	$1,440.00	$60.00	$1,440.00
17	307-01.08 ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	183	TON		$250.00	$45,750.00	$180.00	$32,940.00	$207.00	$37,881.00	$295.50	$54,076.50	$177.00	$32,391.00	$200.00	$36,600.00	$172.00	$31,476.00	$163.00	$29,829.00	$210.00	$38,430.00
18	402-01 BITUMINOUS MATERIAL FOR PRIME COAT (PC)	2	TON		$2,000.00	$4,000.00	$110.00	$220.00	$1,700.00	$3,400.00	$1,650.00	$3,300.00	$1,280.00	$2,560.00	$450.00	$900.00	$1,237.00	$2,474.00	$1,175.00	$2,350.00	$475.00	$950.00
19	402-02 AGGREGATE FOR COVER MATERIAL (PC)	6	TON		$100.00	$600.00	$11.00	$66.00	$82.00	$492.00	$500.00	$3,000.00	$45.00	$270.00	$150.00	$900.00	$45.00	$270.00	$42.00	$252.00	$160.00	$960.00
20	403-02.01 TRACKLESS TACK COAT	2	TON		$2,000.00	$4,000.00	$1,700.00	$3,400.00	$1,700.00	$3,400.00	$1,100.00	$2,200.00	$1,280.00	$2,560.00	$675.00	$1,350.00	$1,237.00	$2,474.00	$1,175.00	$2,350.00	$725.00	$1,450.00
21	411-01.10 ACS MIX (PG64022) GRADING D	86	TON		$285.00	$24,510.00	$280.00	$24,080.00	$200.00	$17,200.00	$340.00	$29,240.00	$250.00	$21,500.00	$300.00	$25,800.00	$243.00	$20,898.00	$230.00	$19,780.00	$325.00	$27,950.00
22	604-02.03 EPOXY COATED REINFORCING STEEL	34014	LB		$1.80	$61,225.20	$2.00	$68,028.00	$1.90	$64,626.60	$1.85	$62,925.90	$1.85	$62,925.90	$1.76	$59,864.64	$2.20	$74,830.80	$2.00	$68,028.00	$3.00	$102,042.00
23	604-03.01 CLASS A CONCRETE (BRIDGES)	203	C.Y.		$1,200.00	$243,600.00	$1,150.00	$233,450.00	$1,000.00	$203,000.00	$850.00	$172,550.00	$1,100.00	$223,300.00	$1,000.00	$203,000.00	$1,278.00	$259,434.00	$1,500.00	$304,500.00	$950.00	$192,850.00
24	604-03.02 STEEL BAR REINFORCEMENT (BRIDGES)	14427	LB		$1.80	$25,968.60	$2.00	$28,854.00	$1.63	$23,516.01	$1.65	$23,804.55	$1.75	$25,247.25	$1.63	$23,516.01	$2.20	$31,739.40	$1.50	$21,640.50	$1.65	$23,804.55
25	604-03.09 CLASS D CONCRETE (BRIDGE DECK)	149	C.Y.		$1,200.00	$178,800.00	$1,600.00	$238,400.00	$1,430.00	$213,070.00	$1,165.00	$173,585.00	$1,300.00	$193,700.00	$1,500.00	$223,500.00	$1,778.00	$264,922.00	$1,500.00	$223,500.00	$1,680.00	$250,320.00
26	604-04.01 APPLIED TEXTURE FINISH (NEW STRUCTURES)	316	S.Y.		$20.00	$6,320.00	$30.00	$9,480.00	$24.00	$7,584.00	$10.50	$3,318.00	$20.00	$6,320.00	$19.99	$6,316.84	$34.00	$10,744.00	$18.00	$5,688.00	$30.00	$9,480.00
27	604-04.10 GRAFFITI PROTECTION SYSTEM (BRIDGES, NON-SACRIFICIAL)	316	S.Y.		$26.00	$8,216.00	$19.00	$6,004.00	$24.00	$7,584.00	$43.00	$13,588.00	$35.00	$11,060.00	$19.99	$6,316.84	$22.00	$6,952.00	$20.00	$6,320.00	$18.50	$5,846.00
28	620-06 CONCRETE RAILING	95	L.F.		$265.00	$25,175.00	$400.00	$38,000.00	$653.00	$62,035.00	$381.50	$36,242.50	$465.00	$44,175.00	$750.00	$71,250.00	$445.00	$42,275.00	$375.00	$35,625.00	$550.00	$52,250.00
29	621-05.02 TEMPORARY SHORING	1	L.S.		$4,500.00	$4,500.00	$10,000.00	$10,000.00	$80,660.00	$80,660.00	$14,500.00	$14,500.00	$15,000.00	$15,000.00	$100,000.00	$100,000.00	$11,112.00	$11,112.00	$160,000.00	$160,000.00	$175,000.00	$175,000.00
30	701-01.01 CONCRETE SIDEWALK (4")	860	S.F.		$8.00	$6,880.00	$13.00	$11,180.00	$19.00	$16,340.00	$10.00	$8,600.00	$10.00	$8,600.00	$7.00	$6,020.00	$15.00	$12,900.00	$18.00	$15,480.00	$8.25	$7,095.00
31	702-01 CONCRETE CURB	4	C.Y.		$1,100.00	$4,400.00	$1,500.00	$6,000.00	$1,440.00	$5,760.00	$1,000.00	$4,000.00	$1,000.00	$4,000.00	$800.00	$3,200.00	$1,667.00	$6,668.00	$750.00	$3,000.00	$1,000.00	$4,000.00
32	705-06.01 W BEAM GUARDRAIL (TYPE 2) MASH TL-3	50	L.F.		$37.00	$1,850.00	$28.00	$1,400.00	$29.00	$1,450.00	$35.00	$1,750.00	$38.00	$1,900.00	$25.00	$1,250.00	$39.00	$1,950.00	$35.00	$1,750.00	$37.50	$1,875.00
33	705-06.26 THRIE BEAM BRIDGE TRANSITION MASH TL-2	4	EA		$2,100.00	$8,400.00	$1,300.00	$5,200.00	$1,277.00	$5,108.00	$2,000.00	$8,000.00	$2,100.00	$8,400.00	$1,100.00	$4,400.00	$2,223.00	$8,892.00	$2,000.00	$8,000.00	$2,150.00	$8,600.00
34	705-06.30 GR TERMINAL (ENERGY ABSORBING) MASH TL-2	4	EA		$3,500.00	$14,000.00	$3,300.00	$13,200.00	$3,367.00	$13,468.00	$3,500.00	$14,000.00	$3,400.00	$13,600.00	$2,900.00	$11,600.00	$3,667.00	$14,668.00	$3,300.00	$13,200.00	$3,500.00	$14,000.00
35	709-05.05 MACHINED RIP-RAP (CLASS A-3)	100	TON		$60.00	$6,000.00	$92.00	$9,200.00	$74.00	$7,400.00	$83.50	$8,350.00	$65.00	$6,500.00	$75.00	$7,500.00	$82.00	$8,200.00	$65.00	$6,500.00	$65.00	$6,500.00
36	710-09.01 6" PERFORATED PIPE WITH VERTICAL DRAIN SYSTEM	125	L.F.		$30.00	$3,750.00	$110.00	$13,750.00	$157.00	$19,625.00	$12.75	$1,593.75	$28.00	$3,500.00	$150.00	$18,750.00	$43.00	$5,375.00	$35.00	$4,375.00	$60.00	$7,500.00
37	710-09.02 6" PIPE UNDERDRAIN	40	L.F.		$20.00	$800.00	$28.00	$1,120.00	$35.00	$1,400.00	$33.50	$1,340.00	$30.00	$1,200.00	$25.00	$1,000.00	$101.00	$4,040.00	$20.00	$800.00	$30.00	$1,200.00
38	712-01 TRAFFIC CONTROL	1	L.S.		$40,000.00	$40,000.00	$15,000.00	$15,000.00	$17,153.83	$17,153.83	$15,000.00	$15,000.00	$150,000.00	$150,000.00	$50,800.00	$50,800.00	$19,867.00	$19,867.00	$800.00	$800.00	$45,000.00	$45,000.00
39	712-04.01 FLEXIBLE DRUMS (CHANNELIZING)	50	EA		$37.00	$1,850.00	$40.00	$2,000.00	$40.50	$2,025.00	$35.00	$1,750.00	$36.00	$1,800.00	$35.00	$1,750.00	$39.00	$1,950.00	$35.00	$1,750.00	$70.00	$3,500.00
40	712-05.01 WARNING LIGHTS (TYPE A)	10	EA		$16.00	$160.00	$17.00	$170.00	$17.50	$175.00	$25.00	$250.00	$16.00	$160.00	$15.00	$150.00	$17.00	$170.00	$15.00	$150.00	$50.00	$500.00
41	712-06 SIGNS (CONSTRUCTION)	50	S.F.		$7.00	$350.00	$7.40	$370.00	$7.50	$375.00	$7.50	$375.00	$7.00	$350.00	$6.50	$325.00	$8.00	$400.00	$6.50	$325.00	$15.00	$750.00
42	712-07.03 TEMPORARY BARRICADES (TYPES III)	60	L.F.		$20.00	$1,200.00	$20.00	$1,200.00	$21.00	$1,260.00	$20.00	$1,200.00	$19.00	$1,140.00	$18.00	$1,080.00	$20.00	$1,200.00	$18.00	$1,080.00	$35.00	$2,100.00
43	714-02.01 ENCASED CONDUIT (2" PVC, SCHEDULE 80)	136	L.F.		$20.00	$2,720.00	$25.00	$3,400.00	$29.00	$3,944.00	$9.00	$1,224.00	$19.00	$2,584.00	$32.70	$4,447.20	$93.00	$12,648.00	$33.00	$4,488.00	$32.00	$4,352.00
44	714-03.03 DIRECT BURIAL CONDUIT (2" PVC, SCHEDULE 80)	250	L.F.		$19.00	$4,750.00	$25.00	$6,250.00	$20.50	$5,125.00	$18.50	$4,625.00	$19.00	$4,750.00	$33.90	$8,475.00	$22.00	$5,500.00	$34.00	$8,500.00	$53.00	$13,250.00
45	714-05.06 PULL BOXES (LARGE)	2	EA		$2,750.00	$5,500.00	$3,000.00	$6,000.00	$7,200.00	$14,400.00	$2,000.00	$4,000.00	$2,700.00	$5,400.00	$4,241.50	$8,483.00	$2,632.00	$5,264.00	$4,420.00	$8,840.00	$1,600.00	$3,200.00
46	716-13.01 SPRAY THERMO PVMT MRKNG (60 mil) (4IN LINE)	1	L.M.		$8,000.00	$8,000.00	$1,700.00	$1,700.00	$9,000.00	$9,000.00	$5,000.00	$5,000.00	$7,000.00	$7,000.00	$7,500.00	$7,500.00	$56,739.00	$56,739.00	$4,500.00	$4,500.00	$9,500.00	$9,500.00
47	740-10.03 GEOTEXTILE (TYPE III) (EROSION CONTROL)	410	S.Y.		$3.50	$1,435.00	$8.00	$3,280.00	$5.60	$2,296.00	$3.50	$1,435.00	$4.50	$1,845.00	$20.00	$8,200.00	$6.00	$2,460.00	$5.00	$2,050.00	$5.00	$2,050.00
48	740-11.05 TEMPORARY SEDIMENT TYBE 24 IN	75	L.F.		$5.00	$375.00	$5.00	$375.00	$10.00	$750.00	$8.50	$637.50	$7.00	$525.00	$5.20	$390.00	$10.00	$750.00	$12.00	$900.00	$12.00	$900.00
49	801-01 SEEDING (WITH MULCH)	13	UNIT		$40.00	$520.00	$100.00	$1,300.00	$43.00	$559.00	$50.00	$650.00	$80.00	$1,040.00	$52.00	$676.00	$389.00	$5,057.00	$90.00	$1,170.00	$80.00	$1,040.00
50	803-01 SODDING (NEW SOD)	14	S.Y.		$10.00	$140.00	$10.00	$140.00	$9.00	$126.00	$6.00	$84.00	$625.00	$8,750.00	$48.00	$672.00	$112.00	$1,568.00	$60.00	$840.00	$12.50	$175.00
51	801-01.07 TEMPORARY SEEDING (WITH MULCH)	27	UNIT		$40.00	$1,080.00	$100.00	$2,700.00	$43.00	$1,161.00	$30.00	$810.00	$65.00	$1,755.00	$26.00	$702.00	$50.00	$1,350.00	$80.00	$2,160.00	$70.00	$1,890.00
52	COF-01 OWNER'S CONTINGENCY (ONLY TO BE USED AS DIRECTED & AUTHORIZED BY THE CITY)	50000	DOLL		$1.00	$50,000.00	$1.00	$50,000.00	$1.00	$50,000.00	$1.00	$50,000.00	$1.00	$50,000.00	$1.00	$50,000.00	$1.00	$50,000.00	$1.00	$50,000.00	$1.00	$50,000.00
	TOTAL					$1,161,995.80		$1,186,372.00		$1,211,005.44		$1,211,257.20		$1,250,068.15		$1,332,694.53		$1,335,108.20		$1,355,245.50		$1,724,342.55

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) corrected.

David L. Hodnett, P.E.
Staff Engineer 2
Date: April 15, 2026

City of Franklin

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

File #: 26-0573

DATE: 5/28/2026

TO: Capital Investment Committee

FROM: Paul Holzen, Director of Engineering
Shahad Abdulrahman, Staff Engineer
Lisa Clayton, Director of Parks & Recreation

SUBJECT:

Consideration Of DRAFT Resolution 2026-44, A Resolution Authorizing The Execution Of COF Contract No. 2023-0041 With Oasis Irrigation Systems, Inc. For Liberty Park Irrigation Project

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2025-44 approving COF Contract No. 2023-0041.

BACKGROUND/STAFF COMMENTS:

The Liberty Park Improvements project is a funded capital initiative included in Resolution 2025-85, *"A Resolution to Reapprove and Modify the FY 2026–2035 City of Franklin Capital Investment Plan."* Replacement of the existing irrigation system is Phase 2 of the overall three-phase park improvement program.

The irrigation system at the Liberty Park baseball field has been experiencing failures over the past few years. Consequently, the City of Franklin team collaborated with WC3, an irrigation design consultant, to develop plans for a new irrigation system for the fields. The project was initially advertised for bidding on March 12; however, none of the submitted bids were deemed eligible due to errors in the bid documents provided by the contractors. The City of Franklin subsequently advertised for rebidding on April 23 and received four bids. It is recommended that Oasis be awarded the contract, as the other three bidders failed to submit the required documentation for this project.

FINANCIAL IMPACT:

The total bid price for COF Construction Contract No. 2026-0020 is $265,500.00.

RECOMMENDATION:

Staff recommends that Resolution 2026-44 be recommended to the Board of Mayor and Aldermen for approval.

RESOLUTION 2026-44

A RESOLUTION AUTHORIZING THE EXECUTION OF COF CONTRACT No. 2023--0041 WITH OASIS IRRIGATION SYSTEMS, INC. FOR LIBERTY PARK IRRIGATION PROJECT

WHEREAS, the Board of Mayor and Aldermen of the City of Franklin, Tennessee desires to move toward the effective and efficient administration of City business; and

WHEREAS, the City of Franklin has identified the need for an irrigation system for Liberty Park in order to install irrigation at the baseball fields; and

WHEREAS, Oasis Irrigation Systems, Inc. has been selected through a competitive bidding process as the most qualified and cost-effective provider of such services; and

WHEREAS, the City of Franklin's Board of Mayor and Aldermen find that it is in the best interest of the City and its residents to enter into a contract with Oasis Irrigation Systems, Inc. to perform these services; and

WHEREAS, funds have been allocated and are available in the Parks Department to cover the costs associated with the contract; and

WHEREAS, the contract has been reviewed by the Law Department and found to be in accordance with applicable laws and regulations.

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

Section 1. The Board of Mayor and Aldermen of the City of Franklin, Tennessee hereby authorizes the Mayor to execute a COF Contract No. 2023-0041 with Oasis Irrigation Systems, Inc. for the provision of Liberty Park Irrigation Project, as outlined in the attached contract documents (or in substantially the same form as determined by the City Administrator and/or Law Department), in an amount not to exceed Two Hundred Sixty Five Thousand Two Hundred and No/100 Dollars ($265,500.00).

Section 2. The Mayor is further authorized to take any and all necessary actions to implement and administer the terms of the COF Contract No. 2023-0041, including any amendments thereto, provided such amendments do not increase the cost to the City.

Section 3. This resolution shall take effect immediately upon its passage and approval.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 20__.

ATTEST:

By:_____
Cayce Anderson
City Recorder

CITY OF FRANKLIN, TENNESSEE:

By:_____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
[NAME]
Deputy/Assistant/City Attorney

File #: 26-0535

DATE: 5/28/2026

TO: Capital Investment Committee

FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Shahad Abdulrahman, Staff Engineer

SUBJECT:

Consideration Of Amendment 3 To COF Contract No. 2021-0283, With Lose Design For The Liberty Park Expansion Project To Correct The Contract Ceiling Amount Established In Amendment 2

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 3 to COF Contract No. 2021-0283.

BACKGROUND/STAFF COMMENTS:

On November 9, 2021, the Board of Mayor and Aldermen approved a Professional Services Agreement (PSA), COF Contract No. 2021-0283, with Lose Design in the amount of $359,000 to provide engineering design services for the Liberty Park Expansion Project. On March 26, 2024, the BOMA approved Amendment 1 to the PSA, at a lump sum cost increase of $28,500, to accommodate some minor plan modifications and the addition of an irrigation plan. On April 14, 2026, the BOMA approved Amendment 2 to the PSA at a lump sum cost increase of $131,000 for additional project elements, including pickleball courts, expanded Wi-Fi connectivity, and other minor design modifications.

Amendment 2 incorrectly stated the revised contract ceiling amount as $512,500. The correct total contract amount, inclusive of Amendments 1 and 2, is $518,500. Amendment 2 corrects this clerical error and establishes the proper contract ceiling amount.

FINANCIAL IMPACT:

The original contract was approved for a lump sum amount of $359,000, and Amendment 1 added $28,500, resulting in a revised contract amount of $387,500. Amendment 2 authorized an additional lump sum increase of $131,000. However, that amendment incorrectly stated the contract ceiling as $512,500. The correct contract ceiling following Amendment 2 should have been $518,500. Amendment 3 does not authorize any additional compensation, but instead corrects the contract

ceiling amount to $518,500.

Expenses associated with the original contract and subsequent amendments have been billed to General Ledger (GL) code 310-89310-44700, corresponding to the fund for acquisition and improvements to City Parks.

RECOMMENDATION:

Staff recommends that Amendment 3 to COF Contract No. 2021-0283 be recommended to the Board of Mayor and Aldermen for approval.

Docusign Envelope ID: 33EA0721-43A4-8A1A-8095-2742E47B826A

AMENDMENT NO. 3 TO PROFESSIONAL SERVICE AGREEMENT FOR LIBERTY PARK EXPANSION

COF Contract No. 2021-0283

ENTERED INTO by and between the CITY OF FRANKLIN, TENNESSEE (the "City") and Lose & Associates, Inc. as of this _____ day of _____, 2026.

RECITALS:

WHEREAS, the City and the Consultant entered into an agreement (COF Contract No. 2021-0283) dated November 11, 2021 (the "Agreement"); and

WHEREAS, the purpose of the Agreement was to have the Consultant be paid a lump sum fee of Three Hundred Fifty-Nine Thousand and 00/100 Dollars ($359,000.00) to provide engineering design services as detailed in the Scope of Services; and

WHEREAS, on March 28, 2024, the Board of Mayor and Aldermen ("BOMA") approved Amendment No. 1 to the Agreement with the Consultant for additional services requested in the lump sum amount of Twenty-Eight Thousand Five Hundred and 00/100 Dollars ($28,500.00); and

WHEREAS, on April 20, 2026, BOMA approved Amendment No. 2 to the Agreement with the Consultant for additional services in the additional lump sum amount of One Hundred Thirty-One Thousand and no/100 Dollars ($131,000.00);

WHEREAS, the parties desire to amend the agreement to fix a clerical error on Amendment 2 so the total lump sum of the Contract is Five Hundred Eighteen Thousand Five Hundred and no/100 Dollars ($518,500.00); and

WHEREAS, the City and Consultant desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The Agreement is hereby amended and restated as follows:

2. The Agreement is hereby amended to a total sum of Five Hundred Eighteen Thousand Five Hundred and no/100 Dollars ($518,500.00), which includes Amendment No. 1 that was previously approved by the Board of Mayor and Aldermen on March 28, 2024 and Amendment No. 2 that was previously approved by the Board of Mayor and Aldermen on April 20, 2026.

3. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

4. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.

Docusign Envelope ID: 33EA0721-43A4-8A1A-8095-2742E47B826A

5. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

6. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

7. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

8. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination and may also have such other remedies as it may be entitled to in law or in equity.

9. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

10. All other provisions of the Agreement, dated November 11, 2021 are unchanged and remain in full force and effect.

CITY:

CITY OF FRANKLIN, TENNESSEE

By: _____
Dr. Ken Moore, Mayor

Date: _____

ATTEST:

By: _____
Cayce Anderson, City Recorder

Date: _____

Docusign Envelope ID: 33EA0721-43A4-8A1A-8095-2742E47B826A

APPROVED AS TO FORM BY:

_____
Ronda D. Webb, Assistant City Attorney

LOSE & ASSOCIATES, INC.:

Signed by:
By: Joshua Gulick
FCCF79E753FE4D5...

Title: Executive Vice President

Date: 5/14/2026

Docusign Envelope ID: 33EA0721-43A4-8A1A-8095-2742E47B826A

LOSE DESIGN
SPACES FOR LIFE.

February 17th, 2026

Ms. Lisa Clayton, Director of Parks
City of Franklin Parks
P.O. Box 305
Franklin, TN 37065

RE: Liberty Park Pickleball - Franklin, TN

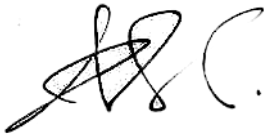
Dear Lisa,

Lose Design is pleased to offer its professional services for your project in Franklin, Tennessee. Services required include Landscape Architecture, and Civil Engineering. We look forward to providing construction documents and for added pickleball improvements to Liberty Park. We cannot wait to help move this exciting project forward.

If this proposal is acceptable, please provide your authorization on the space provided on the attached signature page and return one signed copy to our office. Once the agreement is received, a fully executed contract will be forwarded for your files.

Sincerely,

LOSE DESIGN



Josh Gulick, PLA
Executive Vice President

Attachments:
Professional Services Agreement
--Scope of Services/Fees
--Terms and Conditions
--Hourly Rate Schedule
--Signature Page
--Exhibit ‘A’

Docusign Envelope ID: 33EA0721-43A4-8A1A-8095-2742E47B826A

PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES/FEES

Liberty Park Pickleball
Franklin, Tennessee
Lose Project Number 19231-3

Project Description
Lose Design (Lose) understands that the City of Franklin, Parks and Recreation Department (Client, FPR) desires to upgrade Liberty Park's existing facilities to develop a pickleball complex where the tennis facility is currently planned as illustrated in Exhibit 'A'. The site is located at 2080 Turning Wheel Ln., Franklin, TN 37067 (parcel ID 061 00204 00014061) and approximate area of improvement is +/-3.0 acres. Lose understands that the improvements will consist of the pickleball courts, lighting for the courts, retaining wall design and tying into currently planned improvements. Lose understands that the currently designed improvements are not in place and the City desires to use the previously prepared survey and construction documents as the base map for the design. Lose understands that the limits of the planned retaining wall and impervious footprint will remain in our concepts for Task 1 and through the entirety of the project. Lose further understands that moving the limits of the retaining wall and increasing impervious area will require hydrology improvements which are outside of this scope.
Services will consist of:

Task 1 - Project Management and Data Collection
This task will consist of the following:
- Coordinate and attend up to two (2) meetings with Engineering.
- Up to one (1) meeting with MTEC.
- Project management services expected for task 1 - 7.

Task 2 - Meetings
This task consists of anticipated meetings through limited bid services.
- Two (2) meeting with two staff with FPR to coordinate concept plan and review alternatives.
- One (1) meeting with two staff with FPR to coordinate final materials and product selections.
- One (1) 30% design meeting with two staff. Meeting will be with Parks and Engineering to review plans.
- One (1) meeting with two staff for Utility coordination. Meeting will be organized by the City.
- One (1) pre-application meeting with two staff.
- One (1) 60% design meeting with tw0 staff. Meeting will be with Engineering and Parks to review plans.
- One (1) 90% meeting with three staff with Engineering and Parks to review plans.
- Two (2) meetings with two staff as requested by Engineering Project Manager.

Docusign Envelope ID: 33EA0721-43A4-8A1A-8095-2742E47B826A

Task 3 – Concept Planning

This task will consist of the following:

- Utilizing survey information and previously prepared construction documents, Lose will prepare up to two (2) concept plans for the pickleball facility consisting of playing surface, seating, pedestrian access and connection to the proposed design.
- Up to two (2) revisions of the plan will be completed for this task.

Task 4–Construction Documents

Upon approval of the concept plan, and feedback from City of Franklin engineering Lose will provide the following:

- Lose will address previously approved plan comments, provided by CoF, on Liberty Park Civil and Architectural Documents.
- Lose will create a cover sheet with vicinity map, project information and site data table.
- Lose will create a layout plan with critical dimensions for locating retaining walls, fencing, courts, and pedestrian circulation and seating.
- Lose will create a grading plan with 1’ contours and spot elevations indicating grades for proposed construction.
- Lose will create a three phase Erosion Protection and Sediment Control plan indicating measures to reduce sediment transportation along with details of proposed measures.
- Lose will create a Utility layout plan for water service and storm drainage.
- Lose will create construction details at various scales for contractor’s convenience and indicating desired construction conditions.
- Lose will create a landscape plan that accommodates City of Franklin minimum requirements.
- Lose will create an irrigation plan that accommodates new plantings.
- Lose will submit 60% plans to the COF for review and comment.
- Lose will address comments from 60% set review.
- Lose will submit 90% plans to the COF for review and comment.
- Lose will address comments from 90% set review.
- Lose will submit final bid set to the COF for review and comment.
- Lose will address comments from bid set prior to bid.

Task 5–Electrical Engineering

This task will consist of the following:

- Lose will engage a registered electrical engineer to provide electrical connections from existing infrastructure to the proposed courts.
- Lose will coordinate with a lighting vendor and electrical engineer for size, location and maintenance of proposed fixtures.
- Lose will coordinate with electrical engineer for data service and low voltage wiring.
- Lose will coordinate with electrical engineer on IT infrastructure, cabling, and cameras.
- Lose will coordinate with electrical engineer on comments from previously approved plan. Comments provided by CoF.

Task 6–Structural Engineering

This task will consist of the following:

- Lose will engage a registered structural engineer to provide retaining wall design adjacent to the pickleball courts.

Task 7–Mechanical and Plumbing Engineering

This task will consist of the following:

- Lose will coordinate with mechanical and plumbing engineer on comments from previously approved plan. Comments provided by CoF.

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Task 8 –TDEC Permitting

This task will consist of the following:

- Make revised application for Notice of Coverage (NOC) for the proposed disturbed area.

Additional Services

Only items of work specifically called out under the Scope of Services section of this agreement are to be performed for the specified fees as a part of the contract. The Design Professional will consider any items not so specified as "Additional Services" and will perform those services upon request on an hourly fee basis. Such Additional Services may include, but are not limited to, the following:

- Environmental assessments and/or permits other than those specified in Scope of Services;
- Site visits beyond those required to provide the design services listed in Scope of Services;
- Detailed design services associated with any work designed by others to include but not limited to; structural engineering, geotechnical engineering, electrical engineering, surveying or environmental specialists;
- Changes in drawings, specifications, or other documents required by the Client after acceptance of the construction plans by Client;
- Preparation of marketing materials such as pamphlets, brochures, etc.
- Meetings or negotiations with agencies or utilities other than those specified in Scope of Services.
- Other items requested by the Client or his representative not included elsewhere in this agreement

Exclusions

- Professional Services other than those listed in the above Scope of Services
- Specialized environmental services other than those listed in the above Scope of Services
- Structural Engineering
- Geotechnical Engineering design or inspections
- Traffic Engineering Services
- Surveying Services
- MP&E Services
- Detailed Cost Estimating Services
- Detailed Construction Inspections other than those listed in the above Scope of Services
- Hydrologic calculations

Client Responsibilities

- General Conditions of this Agreement
- Providing Access to the Subject Parcel
- Review/Submittal/Permit Fees
- Surveying Services
- Traffic Engineering
- Geotechnical Engineering & Investigations
- Procurement of additional consultants
- Bidding and contractor selection

Docusign Envelope ID: 33EA0721-43A4-8A1A-8095-2742E47B826A

Fees

The services described herein will be provided on a Lump Sum (LS) or hourly fee basis as follows**:**

Description of Services	**Fee Amount** (1)
1 – Project Management and Data Collection	$9,000.00
2 – Meetings	$16,500.00
3 – Concept Planning	$10,500.00
4 – Construction Documents	$50,000.00
5 – Electrical Engineering	$21,000.00
6 – Structural Engineering	$13,250.00
7 – Mechanical and Plumbing Engineering	$8,750.00
8 – TDEC Permitting	$2,000.00
Additional Services	Hourly, as needed

Notes:

(1) *Expense amounts are **not** included in these fees, and are inclusive of reasonable out-of-pocket expenses incurred on behalf of the client and shall include travel and subsistence, plotting and reproduction, deliveries, and mileage. Expenses shall be billed in accordance with Attachment A.*

Remit Payment To:
Lose Design
Attn: Accounts Receivable
2809 Foster Avenue
Nashville, TN 37210

Questions May Be Directed to:
Tammy Boyte
Controller
tboyte@lose.design
615-767-5811

Docusign Envelope ID: 33EA0721-43A4-8A1A-8095-2742E47B826A

ATTACHMENT A – Hourly Rates

LOSE DESIGN
HOURLY RATE SCHEDULE (for use with all hourly agreements and for Additional Services)

Professional Services Hourly Rate

Executive Management	$275.00
Vice President	$273.00
Sr. Engineer, Sr. Project Manager	$242.00
Sr. Architect	$221.00
Sr. Landscape Architect, Sr. Land Planner	$210.00
Project Manager	$210.00
Engineer, Architect	$200.00
Landscape Architect, Interior Designer, Planner	$184.00
Engineer in Training	$158.00
Intern Architect	$152.00
Land Planner	$147.00
Senior Proposal Coordinator	$142.00
BIM Specialist	$137.00
Technician, Marketing Content Creator	$105.00
Project Accounting Coordinator, Administrative Assistant	

Reimbursable Expenses

Consultants' Services	cost + 10%
Prints	cost + 10%
Postage and Shipping	cost + 10%
Mileage and Travel Expenses	cost + 10%
Copies	cost + 10%

January 1, 2025

NOTE: All the above-stated fees and expenses are to be billed monthly, and the invoices are due and payable upon receipt. Other reimbursable expenses not shown hereon will be invoiced at our cost plus 10%. These rates are current until January 1, 2026, at which time they may be adjusted by the Design Professional.

Docusign Envelope ID: 33EA0721-43A4-8A1A-8095-2742E47B826A

LOSE DESIGN
SPACES FOR LIFE.



City of Franklin

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

File #: 26-0579

DATE: 5/28/2026

TO: Capital Investment Committee

FROM: Paul Holzen, Director of Engineering
David Chang, Traffic Engineer

SUBJECT:

Consideration Of Amendment 11 To COF Contract No. 2011-0129, A Local Agency Project Agreement With The Tennessee Department of Transportation For The Franklin ITS Infrastructure Expansion Project To Extend The Contract Completion Date To April 30, 2027

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 11 to COF Contract No. 2011-0129.

BACKGROUND/STAFF COMMENTS:

This project includes expansion of traffic cameras, fiber optic cable communications, traffic signal controllers and various traffic devices through a STBG grant. The grant is an 80% Federal and 20% Local match grant for the Intelligent Transportation System (ITS) expansion. This amendment (Amendment #11) extends the contract deadline to April 30, 2027. The work has been completed for the project; an extension was needed in order to submit the remaining invoices for reimbursement.

FINANCIAL IMPACT:

There is no change in the financial impact to the City.

RECOMMENDATION:

Staff recommends that Amendment 11 to COF Contract No. 2011-0129 be recommended to the Board of Mayor and Aldermen for approval.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
LOCAL PROGRAMS & COMMUNITY INVESTMENTS DIVISION
12TH FLOOR, WILLIAM R. SNODGRASS TOWER
312 ROSA L. PARKS AVENUE
NASHVILLE, TENNESSEE 37243
(615) 741-2208

WILL REID
COMMISSIONER

BILL LEE
GOVERNOR

April 21, 2026

The Honorable Ken Moore
Mayor, City of Franklin
109 Third Avenue S., Suite 103 Administration
Franklin, TN 37064

Re: Various Corridors in Franklin (ITS Infrastructure Expansion)
Franklin, Williamson County
PIN: 116144.00
Federal Project Number: STP-M-9305(26)
State Project Number: 94LPLM-F3-039
Agreement Number: 110291

Dear Mayor Moore:

I am attaching an amendment to the original contract to this letter. The amendment extends the expiration date of the contract. Please review the amendment and advise me if it requires further explanation. If you find the amendment satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Once the amendment is fully executed Adobe Sign will email you a link to the fully executed amendment.

If you have any questions or need any additional information, please contact Jonathan Russell at 615-253-1045 or jonathan.russell@tn.gov.

Sincerely,

Mike Gilbert

Mike Gilbert
Manager, Local Programs & Community Investments Division

Attachment

Amendment Number: 11

Agreement Number: 110291

Project Identification Number: 116144.00

Federal Project Number: STP-M-9305(26)

State Project Number: 94LPLM-F3-039

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20___ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF FRANKLIN (hereinafter called the "Agency"), for the purpose of providing an understanding among the parties of their respective obligations related to the management of the project described as:

Various Corridors in Franklin (ITS Infrastructure Expansion

1. The language of Agreement # 110291 A10 dated February 5, 2025 Section B.2 a) is hereby deleted in its entirety.

2. The following is added as B.2 a) .

B.2 a) The Agency agrees to complete the herein assigned phases of the Project on or before **April 30, 2027**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF FRANKLIN

By: _____ _____
Ken Moore **Date**
Mayor

APPROVED AS TO FORM AND LEGALITY

By: _____ _____
Ronda D. Webb **Date**
Attorney

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

By: _____ _____
Will Reid **Date**
Commissioner

APPROVED AS TO FORM AND LEGALITY

By: _____ _____
Leslie South **Date**
General Counsel

By: _____ _____
Steve Allen **Date**
Director, Local Programs & Community Investments Division

City of Franklin

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

File #: 26-0653

DATE: 5/28/2026

TO: Capital Investment Committee

FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering

SUBJECT:

Consideration Of Draft Change Order 1 (Final) To COF Contract No. 2024-0297, With Stansell Electric Company, Inc. For The Construction Of The Lewisburg Pike And Donelson Creek Parkway Traffic Signal Project For A Decrease Of $68,091.10 And An Increase In Contract Days Allowed

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Change Order No. 1 to COF Contract No. 2024-0297 with Stansell Electric Company, Inc. (Stansell) to closeout the "Lewisburg Pike & Donelson Creek Parkway Traffic Signal" project (COF Project No. 2024-010).

BACKGROUND/STAFF COMMENTS:

On February 11, 2025, the BOMA approved Resolution 2025-02 awarding Contract No. 2024-0297 for the “Lewisburg Pike & Donelson Creek Parkway Traffic Signal” project (Project No. 2024-010) to Stansell Electric Company, Inc. in the amount of $566,016.10.

Following the April 16, 2025 Notice to Proceed, the contract allowed 240 calendar days to Substantial Completion and an additional 30 days to Final Payment Ready, establishing contract dates of December 11, 2025 and January 10, 2026, respectively.

After receiving staff approval, the contractor ordered the signal equipment and poles in Spring 2025. However, manufacturer delays prevented delivery of the signal poles until late November/early December 2025. The contractor then promptly installed the poles and equipment, and the signal was placed into flash operation on January 21, 2026, 41 calendar days beyond the original substantial completion date. The project was subsequently made Final Payment Ready on March 13, 2026, 62 calendar days beyond the original contract date.

Staff does not recommend assessment of liquidated damages because the contractor acted diligently and in good faith to complete the project as quickly as possible. The primary causes of delay were (1)

manufacturer delivery delays for signal equipment and poles and (2) additional staff review time associated with the internally illuminated street name signs, both of which were outside the contractor's control.

This final change order also decreases the contract amount by $68,091.10.

FINANCIAL IMPACT:

The original contract amount was $566,016.10. With a proposed decrease of $68,091.10, the final contract total will become $497,925.00.

RECOMMENDATION:

Staff recommends that Change Order 1 to COF Contract No. 2024-0297 be recommended to the Board of Mayor and Aldermen for approval.

CHANGE ORDER NO.: 1

Owner:	**City of Franklin, TN**
Engineer:	**City of Franklin Staff**
Contractor:	**Stansell Electric Company, Inc.**
Project Name:	**Lewisburg Pike and Donelson Creek Parkway Traffic Signal**
Owner's Contract No.:	**COF Contract No. 2024-0297**
Date Issued:	**April 20, 2026**
Effective Date of Change Order:	

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

Description: **Final Closeout of COF Project No. 2024-010. Results in a DEDUCT of $68,091.10 from the original Contract Price (i.e., Bid Amount) and an INCREASE in Contract Time to reach Substantial Completion and Ready for Final Payment (i.e., Final Completion Date) of 41 days and 62 days, respectively. No Liquidated Damages are recommended by staff, as the final signal components did not arrive to the contractor until December 2025. Additionally, staff review of the internally-lighted street name signs caused a delay to final completion.**

Attachments: **Attached is detailed tabulation of revisions to individual contract line items resulting in a net DEDUCT of $68,091.10.**

Change in Contract Price	**Change in Contract Times** *(State Contract Times as number of days)*
Original Contract Price: $ **566,016.10**	Original Contract Times: Substantial Completion: **240** days Ready for final payment: **270** days
No Change from previously approved Change Orders No. **N/A** to No. **N/A**: $ **0.00**	**No Change** from previously approved Change Orders No. **N/A** to No. **N/A**: Substantial Completion: **0** days Ready for final payment: **0** days
Contract Price prior to this Change Order: $ **566016.10**	Contract Times prior to this Change Order: Substantial Completion: **240** days Ready for final payment: **270** days
Decrease this Change Order: $ **-68,091.10**	**Increase** this Change Order: Substantial Completion: **41** days Ready for final payment: **62** days
Contract Price incorporating this Change Order: $ **497,925.00**	Contract Times with all approved Change Orders: Substantial Completion: **281** days Ready for final payment: **332** days

MODIFIED - EJCDC® C-941, Change Order.
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EJCDC - 00941

Recommended by Engineer:		Recommended by Dept. Director:	
By:		By:	
Signature:		Signature:	
Title:		Title:	
Date:		Date:	

Contractor Approval:		Authorized by Owner:	
By:		By:	
Signature:		Signature:	
Title:		Title:	
Date:		Date:	

MODIFIED - EJCDC® C-941, Change Order.
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CONTRACT CLOSEOUT - PAY ITEM REBALANCE

Project Name: Lewisburg Pike At Donelson Creek Parkway Traffic Signal COF Contract #: 2024-0297 COF Project #: 2024-010

A	B	C	D	E		F			G			H	
Pay Item	Payment Item Description	Unit	Unit Price	Scheduled Value (*Total Bid*)		Total Completed & Stored to Date			Remaining Balance (E-F)			Rebalanced Contract Values (E-G)	
				Quantity	Amount	Quantity	Amount	%	Quantity	Amount	%	Quantity	Amount
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	$ 9,975.00	1	$ 9,975.00	1	$ 9,975.00	100.0%	0	$ -	0.0%	1	$ 9,975.00
209-05	SEDIMENT REMOVAL	C.Y.	$ 203.00	1	$ 203.00		$ -	0.0%	1	$ 203.00	100.0%	0	$ -
209-08.03	TEMPORARY SILT FENCE (WITHOUT BACKING)	L.F.	$ 3.40	232	$ 788.80		$ -	0.0%	232	$ 788.80	100.0%	0	$ -
209-08.05	ENHANCED SILT FENCE CHECK (V-DITCH)	EACH	$ 745.00	1	$ 745.00		$ -	0.0%	1	$ 745.00	100.0%	0	$ -
209-40.33	CATCH BASIN PROTECTION (TYPE D)	EACH	$ 794.00	2	$ 1,588.00		$ -	0.0%	2	$ 1,588.00	100.0%	0	$ -
607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	$ 365.00	9	$ 3,285.00	9	$ 3,285.00	100.0%	0	$ -	0.0%	9	$ 3,285.00
611-07.31	18IN ENDWALL (SIDE DRAIN)	EACH	$ 14,250.00	2	$ 28,500.00	2	$ 28,500.00	100.0%	0	$ -	0.0%	2	$ 28,500.00
701-02.01	CONCRETE CURB RAMP (RETROFIT)	S.F.	$ 59.50	275	$ 16,362.50	275	$ 16,362.50	100.0%	0	$ -	0.0%	275	$ 16,362.50
701-02.03	CONCRETE CURB RAMP	S.F.	$ 59.50	285	$ 16,957.50	285	$ 16,957.50	100.0%	0	$ -	0.0%	285	$ 16,957.50
712-01	TRAFFIC CONTROL	LS	$ 32,950.00	1	$ 32,950.00	1	$ 32,950.00	100.0%	0	$ -	0.0%	1	$ 32,950.00
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	$ 19.50	70	$ 1,365.00		$ -	0.0%	70	$ 1,365.00	100.0%	0	$ -
712-06	SIGNS (CONSTRUCTION)	S.F.	$ 10.00	146	$ 1,460.00	120	$ 1,200.00	82.2%	26	$ 260.00	17.8%	120	$ 1,200.00
712-08.03	ARROW BOARD (TYPE C)	EACH	$ 699.00	1	$ 699.00	1	$ 699.00	100.0%	0	$ -	0.0%	1	$ 699.00
713-11.02	PERFORATED/KNOCKOUT SQUARE TUBE POST	LB.	$ 3.90	162	$ 631.80	80	$ 312.00	49.4%	82	$ 319.80	50.6%	80	$ 312.00
713-15	REMOVAL OF SIGNS, POSTS AND FOOTINGS	LS	$ 635.00	1	$ 635.00	1	$ 635.00	100.0%	0	$ -	0.0%	1	$ 635.00
713-16.20	SIGNS (W11-2)	EACH	$ 98.00	1	$ 98.00	1	$ 98.00	100.0%	0	$ -	0.0%	1	$ 98.00
713-16.21	SIGNS (W16-9P)	EACH	$ 45.00	3	$ 135.00	1	$ 45.00	33.3%	2	$ 90.00	66.7%	1	$ 45.00
713-16.22	SIGNS (R1-5L)	EACH	$ 271.00	1	$ 271.00	1	$ 271.00	100.0%	0	$ -	0.0%	1	$ 271.00
713-16.23	SIGNS (R1-5R)	EACH	$ 271.00	1	$ 271.00	1	$ 271.00	100.0%	0	$ -	0.0%	1	$ 271.00
713-16.24	SIGNS (W3-3)	EACH	$ 203.00	2	$ 406.00	1	$ 203.00	50.0%	1	$ 203.00	50.0%	1	$ 203.00
713-16.25	SIGNS (W16-15P)	EACH	$ 45.00	2	$ 90.00	1	$ 45.00	50.0%	1	$ 45.00	50.0%	1	$ 45.00
713-16.26	SIGNS (TN-69A)	EACH	$ 350.00	2	$ 700.00	2	$ 700.00	100.0%	0	$ -	0.0%	2	$ 700.00
713-16.27	SIGNS (INTERNALLY ILLUMINATED STREETNAME SIGNS)	EACH	$ 3,405.00	6	$ 20,430.00	6	$ 20,430.00	100.0%	0	$ -	0.0%	6	$ 20,430.00
714-06.03	CABLE (1/C # 10 AWG)	L.F.	$ 4.00	1,050	$ 4,200.00	1,050	$ 4,200.00	100.0%	0	$ -	0.0%	1,050	$ 4,200.00
714-09.47	LED LUMINAIRES (50W COBRAHEAD 3000K CCT)	EACH	$ 1,275.00	4	$ 5,100.00	4	$ 5,100.00	100.0%	0	$ -	0.0%	4	$ 5,100.00
714-14.03	MASTARM (15' CLAMP ON STYLE ARM)	EACH	$ 1,985.00	4	$ 7,940.00	4	$ 7,940.00	100.0%	0	$ -	0.0%	4	$ 7,940.00
716-02.03	PLASTIC PAVEMENT MARKING (CROSS-WALK)	L.F.	$ 57.00	270	$ 15,390.00	233	$ 13,281.00	86.3%	37	$ 2,109.00	13.7%	233	$ 13,281.00
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	$ 25.50	100	$ 2,550.00	98	$ 2,499.00	98.0%	2	$ 51.00	2.0%	98	$ 2,499.00
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	$ 254.00	2	$ 508.00	5	$ 1,270.00	250.0%	-3	$ (762.00)	-150.0%	5	$ 1,270.00
716-02.08	PLASTIC PAVEMENT MARKING (8" DOTTED LINE)	L.F.	$ 6.40	100	$ 640.00		$ -	0.0%	100	$ 640.00	100.0%	0	$ -
716-08.01	REMOVAL OF PAVEMENT MARKING (LINE)	L.F.	$ 2.50	135	$ 337.50	122	$ 305.00	90.4%	13	$ 32.50	9.6%	122	$ 305.00
716-08.06	REMOVAL OF PAVEMENT MARKING (TURN LANE ARROW)	EACH	$ 127.00	2	$ 254.00		$ -	0.0%	2	$ 254.00	100.0%	0	$ -
717-01	MOBILIZATION	LS	$ 33,600.00	1	$ 33,600.00	1	$ 33,600.00	100.0%	0	$ -	0.0%	1	$ 33,600.00
730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	EACH	$ 1,140.00	8	$ 9,120.00	8	$ 9,120.00	100.0%	0	$ -	0.0%	8	$ 9,120.00
730-02.59	SIGNAL HEAD ASSEMBLY (140A4F WITH BACKPLATE)	EACH	$ 1,360.00	2	$ 2,720.00	2	$ 2,720.00	100.0%	0	$ -	0.0%	2	$ 2,720.00
730-03.21	INSTALL PULL BOX (TYPE B)	EACH	$ 1,405.00	7	$ 9,835.00	5	$ 7,025.00	71.4%	2	$ 2,810.00	28.6%	5	$ 7,025.00
730-03.24	INSTALL PULL BOX (FIBER OPTIC-TYPE B)	EACH	$ 4,790.00	1	$ 4,790.00	1	$ 4,790.00	100.0%	0	$ -	0.0%	1	$ 4,790.00
730-05.01	ELECTRICAL SERVICE CONNECTION	EACH	$ 9,625.00	1	$ 9,625.00	1	$ 9,625.00	100.0%	0	$ -	0.0%	1	$ 9,625.00
730-08.01	SIGNAL CABLE - 3 CONDUCTOR	L.F.	$ 1.30	900	$ 1,170.00	900	$ 1,170.00	100.0%	0	$ -	0.0%	900	$ 1,170.00
730-08.03	SIGNAL CABLE - 7 CONDUCTOR	L.F.	$ 2.00	2,490	$ 4,980.00	2,490	$ 4,980.00	100.0%	0	$ -	0.0%	2,490	$ 4,980.00
730-09.20	SPAN WIRE ASSEMBLY	L.F.	$ 4.50	420	$ 1,890.00	420	$ 1,890.00	100.0%	0	$ -	0.0%	420	$ 1,890.00
730-10.01	TETHER WIRE ASSEMBLY - 1/4" DIAMETER	L.F.	$ 3.80	420	$ 1,596.00	420	$ 1,596.00	100.0%	0	$ -	0.0%	420	$ 1,596.00
730-12.01	CONDUIT 1" DIAMETER (PVC SCHEDULE 40)	L.F.	$ 19.50	190	$ 3,705.00	190	$ 3,705.00	100.0%	0	$ -	0.0%	190	$ 3,705.00
730-12.02	CONDUIT 2" DIAMETER (PVC SCHEDULE 40)	L.F.	$ 42.00	60	$ 2,520.00	60	$ 2,520.00	100.0%	0	$ -	0.0%	60	$ 2,520.00
730-12.03	CONDUIT 3" DIAMETER (PVC SCHEDULE 40)	L.F.	$ 25.50	190	$ 4,845.00	190	$ 4,845.00	100.0%	0	$ -	0.0%	190	$ 4,845.00
730-12.04	CONDUIT 4" DIAMETER (PVC SCHEDULE 40)	L.F.	$ 42.50	80	$ 3,400.00		$ -	0.0%	80	$ 3,400.00	100.0%	0	$ -

CONTRACT CLOSEOUT - PAY ITEM REBALANCE

Project Name: Lewisburg Pike At Donelson Creek Parkway Traffic Signal COF Contract #: 2024-0297 COF Project #: 2024-010

A	B	C	D	E		F			G			H	
Pay Item	Payment Item Description	Unit	Unit Price	Scheduled Value (*Total Bid*)		Total Completed & Stored to Date			Remaining Balance (E-F)			Rebalanced Contract Values (E-G)	
				Quantity	Amount	Quantity	Amount	%	Quantity	Amount	%	Quantity	Amount
730-12.13	CONDUIT 2" DIAMETER (JACK AND BORE)	L.F.	$ 60.00	40	$ 2,400.00	60	$ 3,600.00	150.0%	-20	$ (1,200.00)	-50.0%	60	$ 3,600.00
730-13.13	VEHICLE DETECTOR (RADAR-ADVANCE)	EACH	$ 11,600.00	2	$ 23,200.00	2	$ 23,200.00	100.0%	0	$ -	0.0%	2	$ 23,200.00
730-13.14	VEHICLE DETECTOR (360-DEGREE CAMERA)	EACH	$ 38,100.00	1	$ 38,100.00	1	$ 38,100.00	100.0%	0	$ -	0.0%	1	$ 38,100.00
730-15.07	CABINET (TS2 TYPE 1 - 16 PHASE BASE MOUNTED WITH UPS)	EACH	$ 42,050.00	1	$ 42,050.00	1	$ 42,050.00	100.0%	0	$ -	0.0%	1	$ 42,050.00
730-16.04	CONTROLLER (ATC)	EACH	$ 6,475.00	1	$ 6,475.00	1	$ 6,475.00	100.0%	0	$ -	0.0%	1	$ 6,475.00
730-23.01	STEEL STRAIN POLE (SIGNAL SUPPORT - 35' HGT.)	EACH	$ 24,400.00	4	$ 97,600.00	4	$ 97,600.00	100.0%	0	$ -	0.0%	4	$ 97,600.00
730-23.28	PEDESTAL POLE (TYPE A)	EACH	$ 2,490.00	4	$ 9,960.00	4	$ 9,960.00	100.0%	0	$ -	0.0%	4	$ 9,960.00
730-26.06	PEDESTRIAN PUSHBUTTON POST	EACH	$ 2,120.00	1	$ 2,120.00	1	$ 2,120.00	100.0%	0	$ -	0.0%	1	$ 2,120.00
730-26.11	COUNTDOWN PED SGNL HEAD W/AUDIBLE PUSH BUTTON & 15IN SIGN	EACH	$ 1,550.00	8	$ 12,400.00	8	$ 12,400.00	100.0%	0	$ -	0.0%	8	$ 12,400.00
740-11.02	TEMPORARY SEDIMENT TUBE 12IN	L.F.	$ 6.90	10	$ 69.00		$ -	0.0%	10	$ 69.00	100.0%	0	$ -
COF 1	PRIVATE LANDSCAPE AND FENCE MODIFICATION	LS	$ 5,080.00	1	$ 5,080.00		$ -	0.0%	1	$ 5,080.00	100.0%	0	$ -
COF 2	UTILITY RECORD DRAWINGS (SEE FSP100RD)	LS	$ 7,300.00	1	$ 7,300.00	1	$ 7,300.00	100.0%	0	$ -	0.0%	1	$ 7,300.00
COF 3	OWNER'S CONTINGENCY (TO BE USED ONLY AS AUTHORIZED AND AS DIRECTED BY THE CITY)	DOLL	$ 1.00	50,000	$ 50,000.00		$ -	0.0%	50,000	$ 50,000.00	100.0%	0	$ -
DO NOTE USE OR REMOVE THIS LINE *(Add Additional Items ABOVE this line)*							$ -	0.0%		$ -			$ -
TOTALS:					**$ 566,016.10**		**$ 497,925.00**	88.0%		**$ 68,091.10**	88.0%		**$ 497,925.00**

HISTORIC FRANKLIN TENNESSEE

City of Franklin

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

File #: 26-0674

DATE: 5/28/2026

TO: Capital Investment Committee

FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Allison Davis, Staff Engineer II

SUBJECT:

Consideration Of DRAFT Resolution 2026-54, A Resolution Authorizing The Execution Of COF Contract No. 2026-0178 With Jones Brothers Contractors, LLC For The Construction of Improvements To The South Royal Oaks Boulevard And Royal Oaks Court Intersection At Mack Hatcher Memorial Parkway (SR-397)

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2026-54.

BACKGROUND/STAFF COMMENTS:

In advance of repaving the section of Mack Hatcher Parkway (SR-397), between Columbia Avenue (SR-6/US-31) and Murfreesboro Road (SR-96), the Tennessee Department of Transportation (TDOT) contacted the City to recommend some improvements at the intersection of Mack Hatcher Parkway and South Royal Oaks Boulevard. The improvements to be constructed by the City include:

- Widening of Royal Oaks Court intersection approach from 4 lanes to 5 lanes, allowing for an additional, dedicated right-turn lane onto southbound Mack Hatcher Parkway,
- Widening of Eastbound South Royal Oaks Boulevard to construct a second, left-turn lane onto southbound Mack Hatcher Parkway, and
- Necessary improvements to the existing traffic signal.

TDOT will be responsible for the repaving of Mack Hatcher Parkway (SR-397) and any improvements to Mack Hatcher Parkway to allow for full functionality of the City's improvements.

The City's construction contract (COF Contract No. 2026-0189) was advertised and bid were opened on May 15, 2026. Jones Brothers Contractors, LLC has met all bidding requirements and is the low

bidder in an amount of $1,383,752.32. Following tabulation and review of the submitted bids, staff recommends that Jones Brothers Contractors, LLC be awarded this contract.

FINANCIAL IMPACT:

The total bid price for COF Construction Contract No. 2026-0180 is $1,383,752.32.

RECOMMENDATION:

Staff recommends that Resolution 2026-54 be recommended to the Board of Mayor and Aldermen for approval.

RESOLUTION 2026-54

A RESOLUTION AUTHORIZING THE EXECUTION OF COF CONTRACT No. 2026-0178 WITH JONES BROTHERS CONTRACTORS, LLC FOR S. ROYAL OAKS BLVD & ROYAL OAKS CT. INTERSECTION AT SR-397 MACK HATCHER MEMORIAL PARKWAY

WHEREAS, the Board of Mayor and Aldermen of the City of Franklin, Tennessee desires to move toward the effective and efficient administration of City business; and

WHEREAS, the City of Franklin has identified the need for roadway improvements and a traffic signal upgrade; and

WHEREAS, Jones Brothers Contractors, LLC has been selected through a competitive bidding process as the most qualified and cost-effective provider of such services; and

WHEREAS, the City of Franklin's Board of Mayor and Aldermen find that it is in the best interest of the City and its residents to enter into a contract with Jones Brothers Contractors, LLC to perform these services; and

WHEREAS, funds have been allocated and are available in the Engineering budget to cover the costs associated with the contract; and

WHEREAS, the contract has been reviewed by the Law Department and found to be in accordance with applicable laws and regulations.

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

Section 1. The Board of Mayor and Aldermen of the City of Franklin, Tennessee hereby authorizes the Mayor to execute a COF Contract No. 2026-0178 with Jones Brothers Contractors, LLC for the provision of S. Royal Oaks Blvd/Royal Oaks Ct. Intersection Improvements at SR 397 Mack Hatcher Memorial Parkway, as outlined in the attached contract documents (or in substantially the same form as determined by the City Administrator and/or Law Department), in an amount not to exceed One Million Three Hundred Eighty Three Thousand Seven Hundred Fifty Two and 32/100 Dollars ($1,383,752.32).

Section 2. The Mayor is further authorized to take any and all necessary actions to implement and administer the terms of the COF Contract No. 2026-0178, including any amendments thereto, provided such amendments do not increase the cost to the City.

Section 3. This resolution shall take effect immediately upon its passage and approval.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 20__.

ATTEST:

By:_____
Cayce Anderson
City Recorder

CITY OF FRANKLIN, TENNESSEE:

By:_____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
[NAME]
Deputy/Assistant/City Attorney

HISTORIC
FRANKLIN
TENNESSEE

S. Royal Oaks Blvd. / Royal Oaks Ct. Intersection Improvements at SR-397 Mack Hatcher Memorial Parkway

COF Project No. **2025-019**

COF Contract No. **2026-0178**

Procurement Solicitation No. **2026-0024**

Date: **04/16/2026**

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PROJECT MANUAL

S. Royal Oaks Blvd. / Royal Oaks Ct. Intersection Improvements at SR-397 Mack Hatcher Memorial Parkway

Project Number: 2025-0019
Contract No: 2026-0178
Procurement Solicitation: 2026-0024

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Appendix B - Permits

ATTENTION

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

END OF TABLE OF CONTENTS

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CITY OF FRANKLIN, TENNESSEE
00111 – 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 City of Franklin Purchasing Office; 120 9th Avenue South, Franklin, TN 37064 until **11:00 AM** (Central Time) on **5/15/2026**, following which time the Bids will be publicly opened and read aloud for the following Project:

S. Royal **Oaks Blvd. / Royal Oaks Ct. Intersection Improvements at SR-397 Mack Hatcher Memorial Parkway**

COF Contract No: **2026-0178**
Procurement Solicitation No: **2026-0024**

The Project generally consists of the furnishing of all materials, equipment and labor for the construction of the following Work: **Roadway Improvements and a Traffic Signal Upgrade**

Obtaining Bidding Documents:
The Issuing Office for the Bidding Documents is the Purchasing Office for the City of Franklin, TN. Digital copies of the Contract Documents may be obtained from the Business Opportunities page of the City of Franklin Website (www.franklintn.gov) at no charge. Paper copies of the Bidding Documents will not be provided. The owner shall not be responsible for full or partial sets of Bidding Documents, including Addenda, if any, obtained from sources other than those posted on the Business Opportunities Page of the City of Franklin website.

Pre-Bid Conference
☒ No pre-bid conference has been scheduled for this project.
☐ A **NON MANDATORY** pre-bid conference for the project will be held on **N/A**, at **N/A** (Central Time), **N/A**

Submittal of Bid:
Each Bid must be submitted on the Bid Form(s) provided in the Contract Documents. All Bidders must be licensed contractors as required by the Contractor Licensing Act of 1976 (TCA Title 62, ch.6). See *C-200 Instructions to Bidders; Article 14-Submittal of Bid* for Bid submittal instructions and requirements.

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.

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 about this project, please call the City's Project Manager, **Allison Davis**, by phone at **615-550-6637** or by email at **Allison.Davis@Franklintn.gov**.

END OF ADVERTISEMENT FOR BID

00200 – INSTRUCTIONS TO BIDDERS

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Modified - EJCDC® C-200, 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.

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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 2.05.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.*

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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.

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

B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 Other Site-related Documents

A. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.

B. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site. Bidder must conduct the required Site visit during normal working hours.

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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. 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.*

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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.*

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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.*

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11.04 *If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.*

ARTICLE 12—PREPARATION OF BID

12.01 *The Bid Form is included with the Bidding Documents.*

A. Bidders are encouraged to use Owner's online sourcing application as the means for preparing and submitting Bids. Per TCA § 12-4-116, Owner does not require Bidders to receive or respond to this procurement solicitation by means of Owner's online sourcing application. Bidders who prefer not to use Owner's online sourcing application as the means for preparing and submitting Bids may prepare and submit Bids on paper.

B. All blanks on the Bid Form must be completed and the Bid Form signed. Paper-based bids must be in ink. Erasures or alterations made to paper-based bids 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.

C. 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 prefers to submit its Bid on paper rather than by means of the Owner's online sourcing application, 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.*

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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 *Bidders are encouraged to use Owner's online sourcing application as the means for submitting Bids. Per TCA § 12-4-116, Owner does not require Bidders to receive or respond to this procurement solicitation by means of Owner's online sourcing application.*

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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 following shall apply for Bids submitted on paper rather than by means of the Owner's online sourcing application: Bids shall be submitted in a sealed envelope 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. Each Bid shall be submitted on the bid Form(s) provided in the Contract Documents and the other documents required, including but not limited to the Contractor License Information Form, Drug Free Affidavit as required by TCA § 50-9-113 , Iran Divestment Act Certification, Non-Boycott of Israel Certification 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 documents as outlined above shall be completed and include original signatures. All documents shall be printed using black or other dark ink on whit or near-white 8.5-inch by 11-inch standard-weight office paper and be single sided throughout. 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 shall not be sent by mail and shall be delivered in person to the Issuing Office. Bids received more than seventy-two (72) hours, excluding Saturdays, Sundays, and City holidays before the time set for opening of bids, as well as bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.*

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

15.01 *An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.*

15.02 *If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.*

15.03 *If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.*

ARTICLE 16—OPENING OF BIDS

16.01 *Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids. Detailed bid tabulations shall not be released until a contract is awarded by the City of Franklin, TN.*

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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.*

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ARTICLE 20—SIGNING OF AGREEMENT

20.01 *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.*

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00410 – BID FORM FOR CONSTRUCTION CONTRACT
COF Contract No. 2026-0178

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 City of Franklin Purchasing Office; 109 3rd Avenue South, Suite 107; 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. Contractor License Information Form;

B. Drug Free Affidavit;

C. Iran Divestment Act Certification;

D. Non-Boycott of Israel Certification.

E. Required Bid Security;

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.*

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

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

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

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

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

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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.

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BIDDER hereby submits this Bid as set forth above:

Bidder: _____
(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(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: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

_____

_____

_____

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

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EXHIBIT A - BID FORM for COF Contract No. 2026-0178						
S. Royal Oaks Blvd. / Royal Oaks Ct. Intersection Improvements at SR-397 Mack Hatcher Memorial Parkway						
BASE BID						
FOOTNOTE(S)	**ITEM NO.**	**ITEM DESCRIPTION**	**UNIT**	**EST. QTY.**	**UNIT PRICE ($)**	**EXT. AMOUNT ($)**
	105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	$	$
	201-01	CLEARING AND GRUBBING	LS	1	$	$
	203-01	ROAD AND DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	2655	$	$
(7) (8)	209-05	SEDIMENT REMOVAL	C.Y.	33	$	$
(7) (8)	209-08.09	FILTER SOCK CHECK DAM	EACH	11	$	$
(7) (8)	209-09.43	CURB INLET PROTECTION (TYPE 4)	EACH	7	$	$
(7) (8)	209-40.33	CATCH BASIN PROTECTION (TYPE D)	EACH	2	$	$
(7) (8)	209-40.41	CATCH BASIN FILTER ASSEMBLY (TYPE 1)	EACH	1	$	$
	303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	2046	$	$
	307-01.21	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING A-S	TON	547	$	$
	307-02.01	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING A	TON	800	$	$
	307-02.08	ASPHALT CONCRETE MIS (PG70-22) (BPMB-HM) GRADING BM-2	TON	444	$	$
	402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	5	$	$
	402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	19	$	$
	403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	5	$	$
	411-02.10	ACS MIX (PG70-22) GRADING "D"	TON	628	$	$
	415-01.02	COLD PLANING BITUMINOUS PAVEMENT	S.Y.	4354	$	$
	607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	128	$	$
	607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	L.F.	16	$	$
(21)	611-07.32	24 IN ENDWALL (SIDE DRAIN)	EACH	1	$	$
(4)	611-09.01	ADJUSTMENT OF EXISTING CATCH BASIN	EACH	1	$	$
(5)	611-09.03	CAPPING EXISTING CATCH BASIN	EACH	3	$	$
	611-12.01	CATCH BASIN, TYPE 12, 0-4' DEPTH	EACH	1	$	$
	611-12.02	CATCH BASIN, TYPE 12, 4-8' DEPTH	EACH	1	$	$
	611-14.02	CATCH BASIN TYPE 14, 4-8' DEPTH	EACH	2	$	$
(13) (22)	701-03	CONCRETE MEDIAN PAVEMENT	C.Y.	83	$	$
	702-01.01	EXTRUDED SLOPING CURB	L.F.	150	$	$
	702-03	CONCRETE COMBINED CURB AND GUTTER	C.Y.	98	$	$

BASE BID						
FOOTNOTE(S)	ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE ($)	EXT. AMOUNT ($)
(7) (8)	707-08.11	HIGH VISABILITY CONSTRUCTION FENCE	L.F.	300	$	$
	710-04	FILTER CLOTH UNDERDRAIN (WITH PIPE)	L.F.	1030	$	$
(1) (3)	712-01	TRAFFIC CONTROL	LS	1	$	$
(1)	712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	123	$	$
(1)	712-05.01	WARNING LIGHTS (TYPE A)	EACH	31	$	$
(1)	712-06	SIGNS (CONSTRUCTION)	S.F.	404	$	$
(1)	712-08.03	ARROW BOARD (TYPE C)	EACH	4	$	$
	713-15	REMOVAL OF SIGNS, POSTS AND FOOTINGS	LS	1	$	$
(1)	713-16.01	CHANGEABLE MESSAGE SIGN UNIT	EACH	3	$	$
(6)	713-16.20	SIGNS (R3-8X) (1 LT ARROW, 2 RT ARROWS AND 1 STRAIGHT ARROW)	EACH	1	$	$
(6)	713-16.21	SIGNS (R3-8X) (2 LT ARROWS, 1 RT ARROW AND 1 STRAIGHT ARROW)	EACH	1	$	$
(23)	714-05.04	PULL BOXES (TYPE "C")	EACH	5	$	$
(20)	714-08.30	REMOVE AND RELOCATE LIGHT STANDARD	EACH	5	$	$
(2)	716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	102	$	$
(2)	716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	18	$	$
(2)	716-02.08	PLASTIC PAVEMENT MARKING (8" DOTTED LINE)	L.F.	1277	$	$
(2)	716-02.12	PLASTIC PAVEMENT MARKING (8" LINE)	L.F.	2371	$	$
(2)	716-04.05	PLASTIC PAVEMENT MARKING (STRAIGHT ARROW)	EACH	5	$	$
(12)	716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	L.F.	2028	$	$
(2)	716-12.01	ENHANCED FLAT LINE THERMO (4" LINE)	L.F.	3929	$	$
	717-01	MOBILIZATION	LS	1	$	$
(17)	730-01.01	REMOVE & RELOCATE EXISTING TRAFFIC SIGNAL EQUIPMENT	EACH	1	$	$
(18)	730-01.02	REMOVAL OF SIGNAL EQUIPMENT	EACH	1	$	$
	730-02.03	SIGNAL HEAD ASSEMBLY (130 A3 WITH BACKPLATE)	EACH	4	$	$
	730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	EACH	2	$	$
	730-02.17	SIGNAL HEAD ASSEMBLY (150 A2H WITH BACKPLATE)	EACH	6	$	$
	730-08.03	SIGNAL CABLE - 7 CONDUCTOR	L.F.	1185	$	$
	730-10.01	TETHER WIRE ASSEMBLY - 1/4" DIAMETER	L.F.	525	$	$
	730-10.02	MESSENGER CABLE - 1/4" DIAMETER	L.F.	525	$	$
	730-12.02	CONDUIT 2" DIAMETER (PVC SCHEDULE 40)	L.F.	980	$	$

BASE BID						
FOOTNOTE(S)	**ITEM NO.**	**ITEM DESCRIPTION**	**UNIT**	**EST. QTY.**	**UNIT PRICE ($)**	**EXT. AMOUNT ($)**
(19)	730-15.11	MODIFY CABINET (SIGNAL WIRE & RADAR MODIFICATION)	EACH	1	$	$
	730-21.10	WOOD POLE (SIGNAL SUPPORT)	EACH	4	$	$
	730-22.02	GUYING DEVICE (ANGLE ANCHOR)	EACH	8	$	$
(7) (8)	740-11.03	TEMPORARY SEDIMENT TUBE (18 IN)	L.F.	704	$	$
(7) (8) (11)	801.03	WATER (SEEDING AND SODDING)	M.G.	6	$	$
(7) (8) (11)	803-01	SODDING (NEW SOD)	S.Y.	555	$	$
	COF 1	PROJECT CONTINGENCY (USED ONLY AS DIRECTED BY THE CITY OF FRANKLIN)	DOLL	150,000	$ 1.00	$ 150,000.00
					SUB-TOTAL BASE BID:	

TOTAL BID PRICE (IN WORDS):

TOTAL BID PRICE ($):

FOOTNOTES:

(1) ALL COSTS ASSOCIATED WITH INSTALLING, STORING, AND REINSTALLING ALL TRAFFIC CONTROL DEVICES DURING AND BETWEEN DIFFERENT TRAFFIC CONTROL PHASES WILL BE INCLUDED IN THE BID QUANTITY OF EACH ITEM. ALL WORK MUST MEET THE FULL APPROVAL OF THE ENGINEER.

(2) CONTRACTOR MAY ELECT TO SUBSTITUTE PREFORMED PLASTIC FOR THERMOPLASTIC. PREFORMED PLASTIC SHALL BE PAID FOR AT THE SAME UNIT PRICE AS BID FOR THERMOPLASTIC.

(3) TRAFFIC CONTROL, INCLUDING LABOR, MEASURES, FLAGGERS, TEMPORARY LANE CLOSURES, ETC. AND/OR REQUIRED BY THE CITY OF FRANKLIN.

(4) INCLUDES ALL WORK FOR ADJUSTING EXISTING CATCH BASIN.

(5) INCLUDES ALL WORK FOR INSTALLATION OF CAP AND ANY EXCAVATION NEEDED TO COMPLETE WORK.

(6) SIGN FACE, SUPPORT, INSTALLATION, AND HARDWIRE INCLUDED IN ITEM NOS. 713-16.20 THROUGH 713-16.21.

(7) SEE SUBSECTION 209.07 OF STANDARD SPECIFICATIONS FOR MAINTENANCE REPLACEMENT.

(8) ALL EROSION PREVENTION AND SEDIMENT CONTROL QUANTITIES ARE TO BE USED AS DIRECTED BY THE ENGINEER.

(9) NOT USED

(10) NOT USED

(11) INCLUDES 1.154 THOUSAND GALLONS FOR EROSION PREVENTION AND SEDIMENT CONTROL, AND 4.433 THOUSAND GALLONS FOR NEW SOD.

(12) USED FOR TEMPORARY MARKING ON S. ROYAL OAKS BLVD WITH APPROVAL FROM CITY OF FRANKLIN.

(13) ANY FILL MATERIAL REQUIRED SHALL BE INCLUDED IN THE COST OF THE PAY ITEM.

(14) NOT USED

(15) NOT USED

(16) NOT USED

(17) USED TO REMOVE AND RELOCATE EXISTING STREET NAME SIGNS, R10-12 SIGNS, AND RADAR UNITS. ITEM SHALL INCLUDE APPROPRIATE WIRING FOR RADAR UNITS. REFER TO SHEET SIG-1 FOR REMOVAL DIAGRAM.

(18) USED TO REMOVE EXISTING WOOD POLES, MESSENGER CABLE, AND SIGNAL CABLE TO EXISTING SIGNAL HEADS. REFER TO SHEET SIG-1 FOR REMOVAL DIAGRAM.

(19) USED TO INCORPORATE NEW SIGNAL CABLE AND RADAR DETECTION CABLE.

(20) THIS PAY ITEM INCLUDES ALL LABOR, MATERIALS, EQUIPMENT, COORDINATION, AND DOCUMENTATION REQUIRED FOR THE REMOVAL, STORAGE, AND RELOCATION OF EXISTING STREETLIGHTING. PRIOR TO REMOVAL, THE CONTRACTOR SHALL FIELD VERIFY, NOTATE, AND DOCUMENT THE EXISTING WIRE SIZE. MTE WILL DE-ENERGIZE THE CIRCUIT BUT WILL NOT REMOVE ANY WIRE. THE CONTRACTOR IS RESPONSIBLE FOR ALL WIRE REMOVAL, NEW WIRE, AND INSTALLATION. CONTRACTOR SHALL COORDINATE WITH MTE AND OBTAIN ALL REQUIRED INSPECTIONS, INCLUDING CONDUIT, FOUNDATION, WIRING,

(21) COST FOR REMOVAL OF EXISTING ENDWALL SHALL BE INCLUDED IN THE COST OF THE INSTALLATION OF THE PROPOSED ENDWALL.

(22) “4 DEPTH”

(23) SECONDARY JUNCTION BOX FOR MTE.

00411 – CONTRACTOR LICENSE INFORMATION FORM

(for COF Contract No.2026-0178)

In compliance with State Law (TCA § 62-6-119), the applicable portions of this form shall be completed.

The following information shall be provided for all bids submitted:

Bidder/Contractor

Name: _____
License No.: _____
License Classification: _____
License Expiration Date: _____
License Limit: _____

The following information shall be provided when contractor's portion of the construction project is equal to or greater than $100,000:

Masonry Contractor

Name: _____
License No.: _____
License Classification: _____
License Expiration Date: _____
License Limit: _____

The following information shall be provided when contractor's portion of the construction project is equal to or greater than $25,000:

Electrical Contractor

Name: _____
License No.: _____
License Classification: _____
License Expiration Date: _____
License Limit: _____

Plumbing Contractor

Name: _____
License No.: _____
License Classification: _____
License Expiration Date: _____
License Limit: _____

Heating Contractor

Name: _____
License No.: _____
License Classification: _____
License Expiration Date: _____
License Limit: _____

Ventilation Contractor

Name: _____
License No.: _____
License Classification: _____
License Expiration Date: _____
License Limit: _____

Air Conditioning Contractor

Name: _____
License No.: _____
License Classification: _____
License Expiration Date: _____
License Limit: _____

Vertical Closed Loop Geothermal Heating and Cooling Contractor

Name: _____
License No.: _____
License Classification: _____
License Expiration Date: _____
License Limit: _____

_____

(Bidder/Contractor's Authorized Agents Signature)

_____

(Print Name)

_____

(Title)

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00412 – DRUG-FREE WORKPLACE AFFIDAVIT
(for COF Contract No.2026-0178)

STATE OF _____

COUNTY OF _____

The Undersigned, principal officer of _____, 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 _____ (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)

_____
(Printed Name of Principal Officer)

_____
(Printed Contractor Name)

(Notary on following Page)

STATE OF _____

COUNTY OF _____

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

WITNESS my hand and seal this _____ day of _____, 20___.

_____
Notary Public
My Commission Expires: _____

00413 – IRAN DIVESTMENT ACT CERTIFICATION
(for COF Contract No. 2026-0178)

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

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

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

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

_____	_____
(Signature)	*(Date)*
_____	_____
(Printed Name)	*(Title)*
_____	
(Name of Firm/Company)	

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00414 – NON-BOYCOTT OF ISRAEL REQUIREMENTS
(for COF Contract No. 2026-0178)

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

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

(Signature)	*(Date)*
(Printed Name)	*(Title)*
(Name of Firm/Company)	

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00430 – BID BOND (PENAL SUM FORM)

(for COF Contract No. **2026-0178**)

Bidder Name: Address *(principal place of business)*:	**Surety** Name: Address *(principal place of business)*:
Owner Name: City of Franklin, TN Address *(principal place of business)*: 109 3rd Ave South Franklin, TN 37064	**Bid** Project *(name and location)*: **S. Royal Oaks Blvd. / Royal Oaks Ct. Intersection Improvements at SR-397 Mack Hatcher Memorial Parkway** Bid Due Date

Bond

Penal Sum:

Date of Bond:

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
_____ *(Full formal name of Bidder)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

MODIFIED - EJCDC® C-430, Bid Bond (Penal Sum Form).
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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
    3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
    3.2. All Bids are rejected by Owner, or
    3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be litigated in the Tennessee Judicial Circuit Court in and for Williamson, County, Tennessee, and the prevailing party in any such litigation shall be entitled to an award of all reasonable attorney's fees, expenses and court cost incurred by the prevailing party against the non-prevailing party, including reasonable attorney's fees, expenses and taxed costs in connection with any appeals.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

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10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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00453 – NOTICE OF AWARD

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

Date:
Owner Contract No.: **2026-0178**
Project Name: **S. Royal Oaks Blvd. / Royal Oaks Ct. Intersection Improvements at SR-397 Mack Hatcher Memorial Parkway**

Bidder:
Bidder Address:

PROJECT: **S. Royal Oaks Blvd. / Royal Oaks Ct. Intersection Improvements at SR-397 Mack Hatcher Memorial Parkway**
, located in Franklin Tennessee for the City of Franklin, Tennessee

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

The Contract Price of the Contract is: $ _____

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

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

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

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

Owner: City of Franklin, TN

Signature _____
Name: _____
Title: _____

Copy: Engineer

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00520 – AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT
COF Contract No. 2026-0178

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: Roadway Improvements and a Traffic* ***Signal Upgrade***

ARTICLE 2—THE PROJECT

2.01 *The Project, of which the Work under the Contract Documents is a part, is generally described as follows:* ***S. Royal Oaks Blvd. / Royal Oaks Ct. Intersection Improvements at SR-397 Mack Hatcher Memorial Parkway***

2.02

ARTICLE 3—ENGINEER

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

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.02 *Contract Times*

A. The Work shall be substantially complete within **150** 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**

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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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 $**0** 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 $**N/A** 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 $**N/A**.

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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.

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ARTICLE 5—CONTRACT PRICE

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

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments*

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

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made, and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
    a. Ninety-five percent (95%) of Work completed (with the balance being retainage); and

B. Ninety-five percent (95%) of cost of materials and equipment purchased, but not incorporated in the Work (with the balance being retainage). Upon Substantial Completion, Owner shall pay the full amount due to Contractor for Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200% percent of Owner's estimate of the value of Work to be completed and corrected as shown on the punch list of items to be completed and corrected prior to Final Completion.

6.03 *Final Payment*

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

6.04 *Consent of Surety*

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

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ARTICLE 7—CONTRACT DOCUMENTS AND TECHNICAL DATA

7.01 *Contents of Contract Documents*

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

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F. 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.

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7.02 *Technical Data Regarding Existing Surface and Subsurface Conditions*

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

Report Title	Date of Report	Technical Data
N/A	N/A	N/A

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

Drawings Title	Date of Drawings	Technical Data
N/A	N/A	N/A

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

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7.03 *Technical Data Regarding Existing Surface and Subsurface Conditions*

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

Report Title	Date of Report	Technical Data
N/A	N/A	N/A

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

Drawings Title	Date of Drawings	Technical Data
N/A	N/A	N/A

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

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7.04 *Technical Data Regarding Existing Surface and Subsurface Conditions*

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

Report Title	Date of Report	Technical Data
N/A	N/A	N/A

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

Drawings Title	Date of Drawings	Technical Data
N/A	N/A	N/A

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

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7.05 *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 **[109 3rd Ave South, Franklin, TN]**, or may request copies from Owner.

ARTICLE 8—INSURANCE LIMITS

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

A. Commercial General Liability:

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

B. Automobile Liability:

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

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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.

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9. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents and Technical Data, and the resolution thereof by Owner or Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all requirements for performance of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performance of the Work as required by the Contract Documents.
12. Contractor is authorized to do business in Tennessee and is properly licensed and registered as necessary by or with all governmental and public and quasi-public authorities having jurisdiction over the Contractor, the Work, and the Project.
13. Contractors possess 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.

(Signatures on Next Page)

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.
This Agreement shall be effective on _____, 20_____(which is the Effective Date of the Contract).

Owner:	Contractor:
City of Franklin, Tennessee	
(typed or printed name of organization)	*(typed or printed name of organization)*
By:	By:
(individual's signature)	*(individual's signature)*
Date:	Date:
(date signed)	*(date signed)*
Name: **Dr. Ken Moore**	Name:
(typed or printed)	*(typed or printed)*
Title: **Mayor**	Title:
(typed or printed)	*(typed or printed)*
Attest:	Attest:
(individual's signature)	*(individual's signature)*
Title: **Cayce Anderson, City Recorder**	Title:
(typed or printed)	*(typed or printed)*
Address for giving notices:	Address for giving notices:
109 3rd Ave South	
Franklin, TN 37064	
Designated Representative:	Designated Representative:
Name:	Name:
(typed or printed)	*(typed or printed)*
Title:	Title:
(typed or printed)	*(typed or printed)*
Address:	Address:
Phone:	Phone:
Email:	Email:
	License No.:
	(where applicable)
	State:

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00540 – RETAINAGE AGREEMENT

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

(for COF Contract No.2026-0178)

THIS AGREEMENT, is made and entered into on this _____day of _____, 20__, by and among the **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, the Owner and the Contractor have heretofore entered COF Contract No. **2026-0178**, (the "Contract"), whereby the Contractor will make improvements to certain real property of the Owner, pursuant to a certain project known as **S. Royal Oaks Blvd. / Royal Oaks Ct. Intersection Improvements at SR-397 Mack Hatcher Memorial Parkway** ("Project") located in Franklin, Tennessee, with the contract providing that the Owner is to retain a percent of all payment requests of the Contractor, all as more specifically set forth in the Contract, to which specific reference is hereby made; and

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

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

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

1. The Owner hereby agrees to pay all retainage held pursuant to the Contract to the Bank, to be held in escrow by the Bank in a separate interest-bearing account (the "Escrow Account"). Funds held will not be commingled with any other funds owned by the 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 the Contractor, except to the extent ownership thereof is affected by the assignment to the Owner pursuant to the terms hereof.
3. The Contractor shall and hereby does conditionally assign all its ownership interest in the Escrow Account, including its power to make withdrawals therefrom, to the Owner. This conditional assignment shall terminate upon the Owner's execution of release, to the extent of such release.
4. So long as retainage remains on deposit and the Contractor is not in default of the Contract, all interest earned on deposited retainage shall go to the Contractor less any custodial care and servicing costs.

5. When the Owner determines, upon the request of the Contractor, in accordance with the provisions of the Contract, that the Contractor is entitled to all or a portion of the retainage, the Owner shall forward a written release to the 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 the Contractor by the Bank within five (5) business days.
6. Should a dispute arise between the Owner and the Contractor whereby the Owner fails to execute and deliver a release to the Bank, the Bank shall not be liable to either the Owner or the Contractor for failure to deliver the amounts on deposit in the Escrow Account, with interest thereon, to the Contractor. The Bank shall transfer the amounts on deposit in the Escrow Account to the Owner upon the Owner's written request and shall not be liable to the Contractor for such action. In the event that litigation ensues between the Owner and the Contractor, the Bank shall tender into the registry or custody of any court of competent jurisdiction all assets or property held by the 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. The Bank may resign as Escrow Agent by providing notice to the Owner. Upon termination, all money deposited shall be promptly transferred back to the Owner.
8. The Contractor will execute a retainage bank vendor form with the City's Finance Department no later than five (5) business days from execution of this Agreement.
9. On a monthly basis, within the first week following the end of the prior month, the Bank shall provide to the Owner a statement of the dedicated Escrow Account. The statements will be reconciled by the Owner. Should any discrepancies be found, the Owner will alert the Bank and the Bank will have ten (10) business days to respond to the Owner with their findings or resolution.
10. The 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 – FULL RELEASE
(for COF Contract No. 2026-0178)

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 the Contractor has completed all work required of it, pursuant to such contract, and the undersigned hereby authorizes _____ ("Bank**")** to release **$**_____ {also type figure} paid in escrow pursuant to that certain retainage agreement between and among the undersigned, and the Contractor and the 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 the 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 A – PARTIAL RELEASE
(for COF Contract No. 2026-0178)

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 the 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 the Contractor and the 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 understanding has or may have against the 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)

00550 – NOTICE TO PROCEED

City of Franklin, TN	Date:	
		S. Royal Oaks Blvd. / Royal Oaks Ct. Intersection Improvements at SR-397 Mack Hatcher Memorial Parkway
Engineering Department	Project Name:	
109 3rd Avenue South, Suite 133	Owner's Contract No.:	**COF Contract No. 2026-0178**
Franklin, TN 37064	Contractor:	
	Contractor Address:	

TO CONTRACTOR:

You are notified that the Contract Times under the above Contract will commence to run on _____, the **Notice to Proceed** date. In accordance with Article 4 of the Agreement, the Work shall be substantially complete within _____ 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:	_____
	(Signature)
Title:	_____
Date Issued:	_____

Copy: Engineer

00610 – CONSTRUCTION PERFORMANCE BOND

(for COF Contract No.2026-0178)

Contractor	**Surety**
Name:	Name:
Address *(principal place of business)*:	Address *(principal place of business)*:
Owner	**Contract**
Name: **City of Franklin, TN**	Description *(Name)*: **S. Royal Oaks Blvd. / Royal Oaks Ct. Intersection Improvements at SR-397 Mack Hatcher Memorial Parkway**
Mailing address *(principal place of business)*: **109 3rd Ave South Franklin, TN 37065**	Contract Price: **$**
	Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

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
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

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.

MODIFIED - EJCDC® C-610, Performance Bond.
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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

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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.

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

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **NONE**

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00615 – PAYMENT BOND

(for COF Contract No.2026-0178)

Contractor	**Surety**
Name:	Name:
Address *(principal place of business)*:	Address *(principal place of business)*:
Owner	**Contract**
Name: **City of Franklin, TN** Mailing address *(principal place of business)*: **109 3rd Ave South** **Franklin, TN 37065**	Description *(name and location)*: **S. Royal Oaks Blvd. / Royal Oaks Ct. Intersection Improvements at SR-397 Mack Hatcher Memorial Parkway** Contract Price: **$** Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

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
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

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.

MODIFIED - EJCDC® C-615, Payment Bond.
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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.
    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

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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;

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16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: **None**

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00620 – CONTRACTOR'S APPLICATION FOR PAYMENT

To: **City of Franklin**
Engineering Department
109 Third Ave South
Franklin, TN
Attn: **Allison Davis**

From: _____

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

Project Name: **S. Royal Oaks Blvd. / Royal Oaks Ct. Intersection Improvements at SR-397 Mack Hatcher Memorial Parkway**

Owner Contract Number: **COF Contract No. 2026-0178** Owner Project Number: **COF Project No. 2025-0019**

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:

Pay Item	Pay Item Description	Quantity	Unit	Unit Price	Work Completed		Materials Put into Storage This Period	Total Completed and Stored to Date	To-Date Quantity
					Current Quantity	Pervious Quantity			

00625 – CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: **City of Franklin, TN**

Engineer:

Contractor:

Project Name: **S. Royal Oaks Blvd. / Royal Oaks Ct. Intersection Improvements at SR-397 Mack Hatcher Memorial Parkway**

Owners Contract No.: **COF Contract No. 2026-0178**

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:
☐ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion:

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

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

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

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

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

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

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

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

Engineer:

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

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00626 – NOTICE OF ACCEPTABILITY OF WORK

Owner:	**City of Franklin, TN**
Engineer:	
Contractor:	
Project Name:	**S. Royal Oaks Blvd. / Royal Oaks Ct. Intersection Improvements at SR-397 Mack Hatcher Memorial Parkway**
Owners Contract No.:	**COF Contract No. 2026-0178**
Effective Date of the Construction Contract:	
Notice Date:	

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

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

Engineer:

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

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CITY OF FRANKLIN

00700 – STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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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.

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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.

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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.

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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

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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

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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

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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

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(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.

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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.

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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

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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

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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.

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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

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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":

i) 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.

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ii) 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;

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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.

4.06 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.

A. 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.

B. 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.

C. 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

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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

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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.

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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;

5.05 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.

A. *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.

B. *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.

C. *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.

D. *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;

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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.

E. *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.

F. *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.

5.06 *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;

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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.

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

A. *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.

B. *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.

C. *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

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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

b. 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.

5.08 *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.

B. 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.

C. 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.

D. 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

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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.

E. 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.

F. 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.

G. 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.

H. 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

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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

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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

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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;

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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.

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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

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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

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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

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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

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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

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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.

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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.

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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

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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

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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

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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

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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

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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

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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.

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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.

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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' 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

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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

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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;

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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

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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.

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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,

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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

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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 *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

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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

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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

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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

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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.

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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.

C. 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.

1. *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.

2. *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.

3. *Binding Decision*: Owner's decision is final and binding upon Contractor, unless Contractor timely appeals the decision by filing a Claim under Article 12.

D. *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;

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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's 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

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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

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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

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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, expediters, 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.

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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

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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

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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

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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.

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

A. 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.

B. 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.

14.04 *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

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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.

14.05 *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.

14.06 *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.

14.07 *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,

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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.

14.08 *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

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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.

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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

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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,

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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,

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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

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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

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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.

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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

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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.

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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

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damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

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00940 – WORK CHANGE DIRECTIVE

NO.: _____

Owner:	**City of Franklin, TN**
Engineer:	
Contractor:	
Project Name:	
Owner's Contract No.:	
Date Issued:	
Effective Date of Directive:	

Contractor is directed to proceed promptly with the following change(s):
Description:
Attachments:
Purpose for the Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

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

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

Contract Price: *$* _____

Contract Time: _____ *days*

Basis of estimated change in Contract Price:

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

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

MODIFIED - EJCDC® C-940, Work Change Directive.
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00941 – CHANGE ORDER

NO.: _____

Owner: **City of Franklin, TN**
Engineer:
Contractor:

S. Royal Oaks Blvd. / Royal Oaks Ct. Intersection Improvements at SR-397 Mack Hatcher Memorial Parkway

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: Days Ready for final payment: Days
SELECT ONE from previously approved Change Orders No. 1 to No.: $	**SELECT ONE** from previously approved Change Orders No. 1 to No. Substantial Completion: Ready for final payment:
Contract Price prior to this Change Order: $	Contract Times prior to this Change Order: Substantial Completion: Days Ready for final payment: Days
SELECT ONE this Change Order: $	**SELECT ONE** this Change Order: Substantial Completion: Days Ready for final payment: Days
Contract Price incorporating this Change Order: $	Contract Times with all approved Change Orders: Substantial Completion: Days Ready for final payment: Days

Recommended by Engineer:		**Recommended by Dept. Director:**	
By:		By:	
Signature:		Signature:	
Title:		Title:	
Date:		Date:	

Contractor Approval:		**Authorized by Owner:**	
By:		By:	
Signature:		Signature:	
Title:		Title:	
Date:		Date:	

MODIFIED - EJCDC® C-941, Change Order.
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00942 – 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:	

MODIFIED - EJCDC® C-942, Field Order.
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APPENDIX A – 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 **S. Royal Oaks Blvd. / Royal Oaks Ct. Intersection Improvements at SR-397 Mack Hatcher Memorial Parkway**

A. TDOT Special Provision (SP109B) Regarding Payment Adjustment for Bituminous Material.

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

(Rev. 05-16-16)
(Rev. 04-01-19)
(Rev. 11-08-19)
(Rev. 3-2-23)

January 1, 2021

SPECIAL PROVISION

REGARDING

PAYMENT ADJUSTMENT FOR BITUMINOUS MATERIAL

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

100% Virgin Bituminous Material

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

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

The "Basic Bituminous Material Index" for this project is **$** 678.46 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] x T

Where:

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

Payment adjustment will be applied to all asphalt cement, asphalt emulsion, or bituminous material used for paving on this project.
Upon the expiration of the allocated working time, as set forth in the original contract or as extended by Change Order, payment adjustments for bituminous material will continue to be made when the "Monthly Bituminous Material Index" varies 5% or more (+/-) from the "Basic Bituminous Material Index".

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

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

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

PA = [Ic - Ib] x T

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

PA = [Icd - Ib] x T

Where:

PA =	Price Adjustment for Adjustment Month
Ib =	Basic Bituminous Material Index
Ic =	Monthly Bituminous Material Index
Icd =	Bituminous Material Index for Contract Completion Date (or as extended by Change Order)
T =	Tons

FOR REFERENCE ONLY

SiteManager or spreadsheet calculates the price adjustment based on the actual amount of asphalt cement (residue) in the emulsion using the following percentages:

-tack coats and shoulder sealants (e.g., SS-1, SS-1h, CSS-1, Css-1h)	63% residue
-prime coats (e.g., AE-P)	54% residue
-scrub seals and microsurfacing (e.g., CQS-1HP)	65% residue
-chip seals (e.g., CRS-2, CRS-2P)	69% residue
-hot in-place recycle (ARA-3P)	63% residue

Mixes Containing Recycled Bituminous Material

The quantity of virgin asphalt cement in tons subject to payment adjustment in recycled mixes shall be the product of the total tons of each mix multiplied by the difference between (1) the percent of asphalt cement specified for bidding purposes and (2) the percent of asphalt cement obtained from the recycled asphaltic material (RAP) used in each mix. No payment adjustment under this special provision for increases and decreases in the contractor's cost for virgin asphalt cement in recycled mixes will be allowed for asphalt cement content in excess of the percent specified for bidding purposes, as all payment adjustments for asphalt cement in the mix design of recycled mixes in excess of the percent of asphalt cement specified for bidding purposes will be made in accordance with the Standard Specifications.

No payment adjustment for bituminous material containing RAP shall be made unless the "Monthly Bituminous Material Index" varies 5% or more (+/-) from the "Basic Bituminous Material Index" indicated in this Special Provision.

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

$$PA = [Ic - Ib] \times \frac{[BA - RA]}{100} \times Tm$$

PA =	Price Adjustment for Adjustment Month
Ib =	Basic Bituminous Material Index
Ic =	Monthly Bituminous Material Index
BA =	Percent asphalt specified for bidding purposes
RA =	Percent asphalt obtained from recycled asphaltic material used in each mix
Tm =	Tons asphalt mix for adjustment month

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

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

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

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

$$PA = [Ic - Ib] \times \frac{[BA - RA]}{100} \times Tm$$

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

$$PA = [Icd - Ib] \times \frac{[BA - RA]}{100} \times Tm$$

Where:

PA =	Price Adjustment for Adjustment Month
Ib =	Basic Bituminous Material Index
Ic =	Monthly Bituminous Material Index
Icd =	Bituminous Material Index for Contract Completion Date (or as extended by Change Order)
BA =	Percent asphalt specified for bidding purposes
RA =	Percent asphalt obtained from recycled asphaltic material used in each mix
Tm =	Tons asphalt mix for adjustment month

APPENDIX B – PERMITS

PERMITS

The following Permits are included, in their entirety, in Appendix C and are made a part of the Bidding Documents for the **S. Royal Oaks Blvd. / Royal Oaks Ct. Intersection Improvements at SR-397 Mack Hatcher Memorial.**

A. Tennessee Department of Transportation Permit – The City of Franklin is in the process of obtaining a Highway Entrance Permit. The Contractor shall comply with all requirements of this permit and assist the City as needed. All TDOT rules, regulations, and permit conditions shall be met at no additional cost to the City. Any Permit Fees will be paid directly by the City.

B. City of Franklin, TN Grading Permit – The City of Franklin is in the process of obtaining a Grading Permit. The Contractor shall comply with all requirements of this permit and assist the City as needed. All City rules, regulations, and permit conditions shall be met at no additional cost to the City. Any Permit Fees will be paid directly by the City.

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				Jones Bros Contractors, LLC		Rogers Group, Inc.		Civil Constructors, LLC		Capital City Construction Services, LLC		Adams Contracting, LLC		Sessions Paving	
				Total Price	$1,383,752.32	Total Price	$1,391,419.60	Total Price	$1,447,502.00	Total Price	$1,476,348.22	Total Price	$1,622,462.55	Total Price	$2,014,919.80
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	105-01 CONSTRUCTION STAKES, LINES AND GRADES	1	L.S.	$35,000.00	$35,000.00	**$12,000.00**	$12,000.00	$14,748.50	$14,748.50	$25,000.00	$25,000.00	$15,000.00	$15,000.00	$36,500.00	$36,500.00
2	201-01 CLEARING AND GRUBBING	1	L.S.	$25,000.00	$25,000.00	$47,000.00	$47,000.00	$26,860.00	$26,860.00	$20,000.00	$20,000.00	$25,000.00	$25,000.00	**$12,500.00**	$12,500.00
3	203-01ROAD AND DRAINAGE EXCAVATION (UNCLASSIFIED)	2655	C.Y.	**$40.00**	$106,200.00	$51.00	$135,405.00	$68.50	$181,867.50	$51.04	$135,511.20	$45.00	$119,475.00	$200.00	$531,000.00
4	209-05SEDIMENT REMOVAL	33	C.Y.	**$10.00**	$330.00	$25.20	$831.60	$15.00	$495.00	$62.50	$2,062.50	**$10.00**	$330.00	$80.00	$2,640.00
5	209-08.09FILTER SOCK CHECK DAM	11	EA	$210.00	$2,310.00	$416.00	$4,576.00	**$209.00**	$2,299.00	$400.00	$4,400.00	$370.00	$4,070.00	$550.00	$6,050.00
6	209-09.43CURB INLET PROTECTION (TYPE 4)	7	EA	$130.00	$910.00	**$104.00**	$728.00	$155.00	$1,085.00	$125.00	$875.00	$160.00	$1,120.00	$500.00	$3,500.00
7	209-40.33CATCH BASIN PROTECTION (TYPE D)	2	EA	**$175.00**	$350.00	$603.00	$1,206.00	$209.00	$418.00	$185.00	$370.00	$185.00	$370.00	$500.00	$1,000.00
8	209-40.41CATCH BASIN FILTER ASSEMBLY (TYPE 1)	1	EA	$675.00	$675.00	$567.00	$567.00	$716.00	$716.00	$500.00	$500.00	**$500.00**	$500.00	$750.00	$750.00
9	303-01MINERAL AGGREGATE, TYPE A BASE, GRADING D	2046	TON	$50.00	$102,300.00	$48.00	$98,208.00	**$42.75**	$87,466.50	$63.70	$130,330.20	$50.00	$102,300.00	$55.00	$112,530.00
10	307-01.21ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING A-S	547	TON	$150.00	$82,050.00	**$115.00**	$62,905.00	$150.00	$82,050.00	$160.00	$87,520.00	$180.00	$98,460.00	$175.00	$95,725.00
11	307-02.01ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING A	800	TON	$150.00	$120,000.00	**$118.00**	$94,400.00	$152.00	$121,600.00	$160.00	$128,000.00	$180.00	$144,000.00	$175.00	$140,000.00
12	307-02.08ASPHALT CONCRETE MIS (PG70-22) (BPMB-HM) GRADING BM-2	444	TON	$160.00	$71,040.00	**$130.00**	$57,720.00	$168.00	$74,592.00	$180.00	$79,920.00	$185.00	$82,140.00	$180.00	$79,920.00
13	402-01BITUMINOUS MATERIAL FOR PRIME COAT (PC)	5	TON	**$800.00**	$4,000.00	$1,100.00	$5,500.00	$1,520.00	$7,600.00	$1,550.00	$7,750.00	$1,425.00	$7,125.00	$1,400.00	$7,000.00
14	402-02AGGREGATE FOR COVER MATERIAL (PC)	19	TON	**$50.00**	$950.00	$110.00	$2,090.00	$72.80	$1,383.20	$52.50	$997.50	$115.00	$2,185.00	$110.00	$2,090.00
15	403-01BITUMINOUS MATERIAL FOR TACK COAT (TC)	5	TON	$950.00	$4,750.00	$950.00	$4,750.00	**$746.00**	$3,730.00	$1,550.00	$7,750.00	$1,400.00	$7,000.00	$1,350.00	$6,750.00
16	411-02.10ACS MIX (PG70-22) GRADING "D"	628	TON	$195.00	$122,460.00	**$180.00**	$113,040.00	$192.00	$120,576.00	$227.50	$142,870.00	$245.00	$153,860.00	$240.00	$150,720.00
17	415-01.02COLD PLANING BITUMINOUS PAVEMENT	4354	S.Y.	**$5.15**	$22,423.10	$8.00	$34,832.00	$6.85	$29,824.90	$6.50	$28,301.00	$5.75	$25,035.50	$5.60	$24,382.40
18	607-03.0218" CONCRETE PIPE CULVERT (CLASS III)	128	L.F.	$200.00	$25,600.00	**$131.00**	$16,768.00	$169.00	$21,632.00	$165.10	$21,132.80	$175.00	$22,400.00	$215.00	$27,520.00
19	607-05.0224" CONCRETE PIPE CULVERT (CLASS III)	16	L.F.	$300.00	$4,800.00	$198.00	$3,168.00	$526.00	$8,416.00	**$186.53**	$2,984.48	$265.00	$4,240.00	$620.00	$9,920.00
20	611-07.3224 IN ENDWALL (SIDE DRAIN)	1	EA	**$5,000.00**	$5,000.00	$6,600.00	$6,600.00	$7,090.00	$7,090.00	$8,855.89	$8,855.89	$7,830.00	$7,830.00	$8,700.00	$8,700.00
21	611-09.01ADJUSTMENT OF EXISTING CATCH BASIN	1	EA	$2,500.00	$2,500.00	**$630.00**	$630.00	$2,810.00	$2,810.00	$4,497.50	$4,497.50	$4,510.00	$4,510.00	$4,100.00	$4,100.00
22	611-09.03CAPPING EXISTING CATCH BASIN	3	EA	**$2,000.00**	$6,000.00	$4,100.00	$12,300.00	$3,170.00	$9,510.00	$4,903.10	$14,709.30	$2,690.00	$8,070.00	$7,850.00	$23,550.00
23	611-12.01CATCH BASIN, TYPE 12, 0-4' DEPTH	1	EA	**$6,000.00**	$6,000.00	$6,400.00	$6,400.00	$9,040.00	$9,040.00	$8,068.93	$8,068.93	$6,670.00	$6,670.00	$7,600.00	$7,600.00
24	611-12.02CATCH BASIN, TYPE 12, 4-8' DEPTH	1	EA	$8,500.00	$8,500.00	$8,400.00	$8,400.00	$15,610.00	$15,610.00	**$8,068.93**	$8,068.93	$10,800.00	$10,800.00	$8,800.00	$8,800.00
25	611-14.02CATCH BASIN TYPE 14, 4-8' DEPTH	2	EA	$10,000.00	$20,000.00	$13,400.00	$26,800.00	$21,130.00	$42,260.00	**$8,068.93**	$16,137.86	$12,200.00	$24,400.00	$12,200.00	$24,400.00
26	701-03CONCRETE MEDIAN PAVEMENT	83	C.Y.	$400.00	$33,200.00	**$375.00**	$31,125.00	$477.00	$39,591.00	$860.13	$71,390.79	$526.00	$43,658.00	$405.00	$33,615.00
27	702-01.01EXTRUDED SLOPING CURB	150	L.F.	$41.75	$6,262.50	**$20.80**	$3,120.00	$49.80	$7,470.00	$21.05	$3,157.50	$44.00	$6,600.00	$45.00	$6,750.00
28	702-03CONCRETE COMBINED CURB AND GUTTER	98	C.Y.	**$380.00**	$37,240.00	$514.90	$50,460.20	$453.00	$44,394.00	$750.00	$73,500.00	$430.00	$42,140.00	$500.00	$49,000.00
29	707-08.11HIGH VISABILITY CONSTRUCTION FENCE	300	L.F.	**$2.00**	$600.00	$2.10	$630.00	$2.10	$630.00	$3.00	$900.00	$3.00	$900.00	$7.50	$2,250.00
30	710-04FILTER CLOTH UNDERDRAIN (WITH PIPE)	1030	L.F.	$17.50	$18,025.00	$18.20	$18,746.00	$20.85	$21,475.50	$13.75	$14,162.50	**$13.50**	$13,905.00	$30.00	$30,900.00
31	712-01TRAFFIC CONTROL	1	L.S.	$87,500.00	$87,500.00	$116,000.00	$116,000.00	$75,230.00	$75,230.00	**$26,315.79**	$26,315.79	$165,000.00	$165,000.00	$100,000.00	$100,000.00
32	712-04.01FLEXIBLE DRUMS (CHANNELIZING)	123	EA	$40.00	$4,920.00	$42.20	$5,190.60	**$34.60**	$4,255.80	$37.00	$4,551.00	$42.00	$5,166.00	$50.00	$6,150.00
33	712-05.01WARNING LIGHTS (TYPE A)	31	EA	**$25.00**	$775.00	$26.40	$818.40	$26.25	$813.75	$26.50	$821.50	$26.00	$806.00	$28.00	$868.00
34	712-06SIGNS (CONSTRUCTION)	404	S.F.	**$6.25**	$2,525.00	$6.60	$2,666.40	$8.35	$3,373.40	$9.50	$3,838.00	$7.00	$2,828.00	$7.00	$2,828.00
35	712-08.03ARROW BOARD (TYPE C)	4	EA	**$1,200.00**	$4,800.00	$1,266.00	$5,064.00	$1,310.00	$5,240.00	**$1,200.00**	$4,800.00	$1,260.00	$5,040.00	$1,300.00	$5,200.00
36	713-15REMOVAL OF SIGNS, POSTS AND FOOTINGS	1	L.S.	**$75.00**	$75.00	$80.00	$80.00	$298.00	$298.00	$1,430.00	$1,430.00	$78.00	$78.00	$100.00	$100.00
37	713-16.01CHANGEABLE MESSAGE SIGN UNIT	3	EA	**$3,500.00**	$10,500.00	$3,693.00	$11,079.00	$5,960.00	$17,880.00	$5,150.00	$15,450.00	$3,680.00	$11,040.00	$3,950.00	$11,850.00
38	713-16.20SIGNS (R3-8X) (1 LT ARROW, 2 RT ARROWS AND 1 STRAIGHT ARROW)	1	EA	**$450.00**	$450.00	$475.00	$475.00	$459.00	$459.00	$500.00	$500.00	$473.00	$473.00	$500.00	$500.00
39	713-16.21SIGNS (R3-8X) (2 LT ARROWS, 1 RT ARROW AND 1 STRAIGHT ARROW)	1	EA	**$450.00**	$450.00	$475.00	$475.00	$459.00	$459.00	$500.00	$500.00	$473.00	$473.00	$500.00	$500.00
40	714-05.04PULL BOXES (TYPE "C")	5	EA	**$1,200.00**	$6,000.00	$1,272.00	$6,360.00	$1,430.00	$7,150.00	$1,250.00	$6,250.00	$1,260.00	$6,300.00	**$1,200.00**	$6,000.00
41	714-08.30REMOVE AND RELOCATE LIGHT STANDARD	5	EA	**$4,260.00**	$21,300.00	$4,516.00	$22,580.00	$5,080.00	$25,400.00	$4,500.00	$22,500.00	$4,480.00	$22,400.00	**$4,260.00**	$21,300.00
42	716-02.05PLASTIC PAVEMENT MARKING (STOP LINE)	102	L.F.	**$18.00**	$1,836.00	$26.00	$2,652.00	$29.80	$3,039.60	$26.50	$2,703.00	$18.50	$1,887.00	$28.00	$2,856.00
43	716-02.06PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	18	EA	**$165.00**	$2,970.00	$234.00	$4,212.00	$268.00	$4,824.00	$230.00	$4,140.00	$170.00	$3,060.00	$275.00	$4,950.00
44	716-02.08PLASTIC PAVEMENT MARKING (8" DOTTED LINE)	1277	L.F.	**$2.00**	$2,554.00	$4.70	$6,001.90	$5.35	$6,831.95	$4.75	$6,065.75	$2.10	$2,681.70	$6.00	$7,662.00
45	716-02.12PLASTIC PAVEMENT MARKING (8" LINE)	2371	L.F	$1.52	$3,603.92	**$1.30**	$3,082.30	$1.50	$3,556.50	$1.50	$3,556.50	$1.60	$3,793.60	$2.90	$6,875.90
46	716-04.05 PLASTIC PAVEMENT MARKING (STRAIGHT ARROW)	5	EA	**$165.00**	$825.00	$208.00	$1,040.00	$239.00	$1,195.00	$205.00	$1,025.00	$170.00	$850.00	$275.00	$1,375.00
47	716-05.01PAINTED PAVEMENT MARKING (4" LINE)	2028	L.F.	**$0.21**	$425.88	$0.40	$811.20	$0.40	$811.20	$0.35	$709.80	$1.05	$2,129.40	$0.80	$1,622.40
48	716-12.01ENHANCED FLAT LINE THERMO (4" LINE)	3928	L.F.	**$1.14**	$4,477.92	$1.20	$4,713.60	$1.35	$5,302.80	$1.25	$4,910.00	$1.20	$4,713.60	$1.90	$7,465.10
49	717-01MOBILIZATION	1	L.S.	$120,000.00	$120,000.00	$101,000.00	$101,000.00	**$46,180.00**	$46,180.00	$80,000.00	$80,000.00	$160,000.00	$160,000.00	$140,000.00	$140,000.00
50	730-01.01REMOVE & RELOCATE EXISTING TRAFFIC SIGNAL EQUIPMENT	1	L.S.	**$1,160.00**	$1,160.00	$1,230.00	$1,230.00	$1,380.00	$1,380.00	$1,200.00	$1,200.00	$1,220.00	$1,220.00	**$1,160.00**	$1,160.00
51	730-01.02REMOVAL OF SIGNAL EQUIPMENT	1	EA	**$1,600.00**	$1,600.00	$1,696.00	$1,696.00	$1,910.00	$1,910.00	$1,650.00	$1,650.00	$1,680.00	$1,680.00	**$1,600.00**	$1,600.00
52	730-02.03SIGNAL HEAD ASSEMBLY (130 A3 WITH BACKPLATE)	4	EA	**$1,680.00**	$6,720.00	$1,781.00	$7,124.00	$2,000.00	$8,000.00	$1,750.00	$7,000.00	$1,770.00	$7,080.00	**$1,680.00**	$6,720.00
53	730-02.09SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	2	EA	**$1,680.00**	$3,360.00	$1,781.00	$3,562.00	$2,000.00	$4,000.00	$1,750.00	$3,500.00	$1,770.00	$3,540.00	**$1,680.00**	$3,360.00
54	730-02.17SIGNAL HEAD ASSEMBLY (150 A2H WITH BACKPLATE)	6	EA	**$2,478.00**	$14,868.00	$2,627.00	$15,762.00	$2,960.00	$17,760.00	$2,700.00	$16,200.00	$2,610.00	$15,660.00	**$2,478.00**	$14,868.00
55	730-08.03SIGNAL CABLE - 7 CONDUCTOR	1185	L.F.	**$3.00**	$3,555.00	$3.20	$3,792.00	$3.60	$4,266.00	$3.25	$3,851.25	$3.25	$3,851.25	**$3.00**	$3,555.00
56	730-10.01TETHER WIRE ASSEMBLY - 1/4" DIAMETER	525	L.F.	**$3.00**	$1,575.00	$3.20	$1,680.00	$3.60	$1,890.00	$3.25	$1,706.25	$3.25	$1,706.25	**$3.00**	$1,575.00
57	730-10.02MESSENGER CABLE - 1/4" DIAMETER	525	L.F.	**$3.00**	$1,575.00	$3.20	$1,680.00	$3.60	$1,890.00	$3.25	$1,706.25	$3.25	$1,706.25	**$3.00**	$1,575.00
58	730-12.02CONDUIT 2" DIAMETER (PVC SCHEDULE 40)	980	L.F.	**$21.00**	$20,580.00	$22.30	$21,854.00	$25.05	$24,549.00	**$21.00**	$20,580.00	$22.50	$22,050.00	**$21.00**	$20,580.00
59	730-15.11MODIFY CABINET (SIGNAL WIRE & RADAR MODIFICATION)	1	EA	**$3,240.00**	$3,240.00	$3,435.00	$3,435.00	$3,860.00	$3,860.00	$3,350.00	$3,350.00	$3,410.00	$3,410.00	**$3,240.00**	$3,240.00
60	730-21.10WOOD POLE (SIGNAL SUPPORT)	4	EA	**$2,500.00**	$10,000.00	$2,650.00	$10,600.00	$2,980.00	$11,920.00	$2,600.00	$10,400.00	$2,630.00	$10,520.00	**$2,500.00**	$10,000.00
61	730-22.02GUYING DEVICE (ANGLE ANCHOR)	8	EA	**$900.00**	$7,200.00	$954.00	$7,632.00	$1,070.00	$8,560.00	$950.00	$7,600.00	$945.00	$7,560.00	**$900.00**	$7,200.00
62	740-11.03TEMPORARY SEDIMENT TUBE (18 IN)	704	L.F.	$4.00	$2,816.00	**$2.60**	$1,830.40	$5.35	$3,766.40	$4.50	$3,168.00	$4.50	$3,168.00	$5.50	$3,872.00
63	801.03WATER (SEEDING AND SODDING)	6	M.G.	**$100.00**	$600.00	$260.00	$1,560.00	$119.00	$714.00	$150.00	$900.00	$158.00	$948.00	$115.00	$690.00
64	803-01SODDING (NEW SOD)	555	S.Y.	$8.00	$4,440.00	**$5.00**	$2,775.00	$6.30	$3,496.50	$6.75	$3,746.25	$10.00	$5,550.00	$12.00	$6,660.00
65	COF-1 Project Contingency (Used only as directed by the City of Franklin) (Enter a unit price of $1; system will extend total to $150,000)	2E+05	DOLL	**$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
	TOTAL				**$1,383,752.32**		**$1,391,419.60**		**$1,447,502.00**		**$1,476,348.22**		**$1,622,462.55**		**$2,014,919.80**

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) corrected.

Allison Davis

Allison Davis, P.E.
Staff Engineer 2
Date: May 18, 2026

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

File #: 26-0673

DATE: 5/28/2026

TO: Capital Investment Committee

FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Allison Davis, Staff Engineer II

SUBJECT:

Consideration Of DRAFT Resolution 2026-53, A Resolution Authorizing The Execution Of COF Contract No. 2026-0180 With Civil Constructors, LLC For Construction Of Phase 1 Of The Lewisburg Pike Sidewalk & Multi-Use Trail Project

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2026-53.

BACKGROUND/STAFF COMMENTS:

On August 13, 2019, the Board of Mayor and Aldermen (BOMA) approved Resolution 2019-68 adopting the Capital Investment Program (CIP) project list for FY 2019–2028. Included in that list was the *Lewisburg Avenue Sidewalk Improvements* project. While the long-term plan is to construct a continuous sidewalk and trail system along Lewisburg Pike to Mack Hatcher Parkway, this first phase focuses on constructing sidewalk on both sides of Lewisburg Avenue from just north of Stewart Street to just east of Collins Farm.

Following completion of design and right-of-way acquisition, City staff advertised the project and opened construction bids on May 15, 2026. The contractor will have 365 days to complete the work.

Because the project requires a full closure of Lewisburg Avenue, staff has already begun coordination with the adjacent business owner (Zula & Mack Interiors and Boutique) to identify ways to minimize impacts to daily operations. The contractor will be required to maintain two points of access at all times—one from Lewisburg Avenue and one from Stewart Street. Despite these measures, the full closure will have a significant impact on downtown traffic.

The apparent low bidder is Civil Constructors, LLC, with a bid amount of $2,941,507.94. Bids have been tabulated and reviewed, and Civil Constructors, LLC has met all bidding requirements. Staff recommends awarding the construction contract (COF Contract No. 2026-0180) to Civil Constructors,

LLC.

FINANCIAL IMPACT:

The total bid price for COF Construction Contract No. 2026-0180 is $2,941,507.94.

RECOMMENDATION:

Staff recommends that Resolution 2026-53 be recommended to the Board of Mayor and Aldermen for approval.

RESOLUTION 2026-53

A RESOLUTION AUTHORIZING THE EXECUTION OF COF CONTRACT No. 2026-0180 WITH CIVIL CONSTRUCTORS, LLC FOR LEWISBURG PIKE SIDEWALK & MULTI-USE TRAIL

WHEREAS, the Board of Mayor and Aldermen of the City of Franklin, Tennessee desires to move toward the effective and efficient administration of City business; and

WHEREAS, the City of Franklin has identified the need for construction of a sidewalk on both sides of S.R. 106 (Lewisburg Pike) from just north of Stewart St to just east of Collins' Farm, including an at-grade pedestrian crossing; and

WHEREAS, Civil Constructors, LLC has been selected through a competitive bidding process as the most qualified and cost-effective provider of such services; and

WHEREAS, the City of Franklin's Board of Mayor and Aldermen find that it is in the best interest of the City and its residents to enter into a contract with Civil Constructors, LLC to perform these services; and

WHEREAS, funds have been allocated and are available in the Engineering budget to cover the costs associated with the contract; and

WHEREAS, the contract has been reviewed by the Law Department and found to be in accordance with applicable laws and regulations.

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

Section 1. The Board of Mayor and Aldermen of the City of Franklin, Tennessee hereby authorizes the Mayor to execute a COF Contract No. 2026-0180 with Civil Constructors, LLC for the provision of Lewisburg Pike Sidewalk Project, as outlined in the attached contract documents (or in substantially the same form as determined by the City Administrator and/or Law Department), in an amount not to exceed Two Million Nine Hundred Forty One Thousand Five Hundred Seven and 94/100 Dollars ($2,941,507.94).

Section 2. The Mayor is further authorized to take any and all necessary actions to implement and administer the terms of the COF Contract No. 2026-0180, including any amendments thereto, provided such amendments do not increase the cost to the City.

Section 3. This resolution shall take effect immediately upon its passage and approval.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 20__.

ATTEST:

By:_____
Cayce Anderson
City Recorder

CITY OF FRANKLIN, TENNESSEE:

By:_____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
[NAME]
Deputy/Assistant/City Attorney

HISTORIC
FRANKLIN
TENNESSEE

Lewisburg Pike Sidewalk/Multi-Use Trail

COF Project No. **2016-015**

COF Contract No. **2026-0180**

Procurement Solicitation No. **2026-025**

Date: **4/17/2026**

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PROJECT MANUAL

Lewisburg Pike Sidewalk/Multi-Use Trail
Project Number: 2016-015
Contract No: 2026-0180
Procurement Solicitation: 2026-025

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Appendix A – Special Provisions

Appendix B - Permits

ATTENTION

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

END OF TABLE OF CONTENTS

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CITY OF FRANKLIN, TENNESSEE
00111 – 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 City of Franklin Purchasing Office; 120 9th Avenue South, Franklin, TN 37064 until **11:30 AM** (Central Time) on **5/15/2026**, following which time the Bids will be publicly opened and read aloud for the following Project:

Lewisburg Pike **Sidewalk/Multi-Use Trail**
COF Contract No: **2026-0180**
Procurement Solicitation No: **2026-025**

The Project generally consists of the furnishing of all materials, equipment and labor for the construction of the following Work: **This project involves the construction of sidewalk on both sides of S.R. 106 (Lewisburg Pike) from just north of Stewart St to just east of Collins' Farm, including an at-grade pedestrian crossing. The work to be done with this project consist of multiple utility relocations, concrete curb & gutter, drainage, concrete flatwork, asphalt paving, temporary traffic control, erosion prevention & sediment control, permanent signage, and pavement markings & striping.**

Obtaining Bidding Documents:
The Issuing Office for the Bidding Documents is the Purchasing Office for the City of Franklin, TN. Digital copies of the Contract Documents may be obtained from the Business Opportunities page of the City of Franklin Website (www.franklintn.gov) at no charge. Paper copies of the Bidding Documents will not be provided. The owner shall not be responsible for full or partial sets of Bidding Documents, including Addenda, if any, obtained from sources other than those posted on the Business Opportunities Page of the City of Franklin website.

Pre-Bid Conference
☒ No pre-bid conference has been scheduled for this project.
☐ A **NON MANDATORY** pre-bid conference for the project will be held on **N/A**, at **N/A** (Central Time), **N/A**

Submittal of Bid:
Each Bid must be submitted on the Bid Form(s) provided in the Contract Documents. All Bidders must be licensed contractors as required by the Contractor Licensing Act of 1976 (TCA Title 62, ch.6). See *C-200 Instructions to Bidders; Article 14-Submittal of Bid* for Bid submittal instructions and requirements.

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.

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 about this project, please call the City's Project Manager, **Allison Davis**, by phone at **615-550-6637** or by email at **allison.davis@franklintn.gov**.

END OF ADVERTISEMENT FOR BID

00200 – INSTRUCTIONS TO BIDDERS

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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.

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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 2.05.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.*

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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.

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

B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 Other Site-related Documents

A. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.

B. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site. Bidder must conduct the required Site visit during normal working hours.

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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. 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.*

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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.*

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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.*

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11.04 *If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.*

ARTICLE 12—PREPARATION OF BID

12.01 *The Bid Form is included with the Bidding Documents.*

A. Bidders are encouraged to use Owner's online sourcing application as the means for preparing and submitting Bids. Per TCA § 12-4-116, Owner does not require Bidders to receive or respond to this procurement solicitation by means of Owner's online sourcing application. Bidders who prefer not to use Owner's online sourcing application as the means for preparing and submitting Bids may prepare and submit Bids on paper.

B. All blanks on the Bid Form must be completed and the Bid Form signed. Paper-based bids must be in ink. Erasures or alterations made to paper-based bids 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.

C. 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 prefers to submit its Bid on paper rather than by means of the Owner's online sourcing application, 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.*

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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 *Bidders are encouraged to use Owner's online sourcing application as the means for submitting Bids. Per TCA § 12-4-116, Owner does not require Bidders to receive or respond to this procurement solicitation by means of Owner's online sourcing application.*

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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 following shall apply for Bids submitted on paper rather than by means of the Owner's online sourcing application: Bids shall be submitted in a sealed envelope 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. Each Bid shall be submitted on the bid Form(s) provided in the Contract Documents and the other documents required, including but not limited to the Contractor License Information Form, Drug Free Affidavit as required by TCA § 50-9-113 , Iran Divestment Act Certification, Non-Boycott of Israel Certification 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 documents as outlined above shall be completed and include original signatures. All documents shall be printed using black or other dark ink on whit or near-white 8.5-inch by 11-inch standard-weight office paper and be single sided throughout. 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 shall not be sent by mail and shall be delivered in person to the Issuing Office. Bids received more than seventy-two (72) hours, excluding Saturdays, Sundays, and City holidays before the time set for opening of bids, as well as bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.*

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

15.01 *An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.*

15.02 *If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.*

15.03 *If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.*

ARTICLE 16—OPENING OF BIDS

16.01 *Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids. Detailed bid tabulations shall not be released until a contract is awarded by the City of Franklin, TN.*

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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.*

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ARTICLE 20—SIGNING OF AGREEMENT

20.01 *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.*

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00410 – BID FORM FOR CONSTRUCTION CONTRACT
COF Contract No. 2026-0180

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 City of Franklin Purchasing Office; 109 3rd Avenue South, Suite 107; 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. Contractor License Information Form;

B. Drug Free Affidavit;

C. Iran Divestment Act Certification;

D. Non-Boycott of Israel Certification.

E. Required Bid Security;

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.*

Modified - EJCDC® C-410, Bid Form for Construction Contract.
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ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

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

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

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

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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.

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BIDDER hereby submits this Bid as set forth above:

Bidder: _____
(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(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: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

_____

_____

_____

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

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EXHIBIT A - BID FORM for COF Contract No. 2026-0180						
LEWISBURG PIKE SIDEWALK/MULTI-USE TRAIL						
BASE BID						
FOOTNOTE(S)	**ITEM NO.**	**ITEM DESCRIPTION**	**UNIT**	**EST. QTY.**	**UNIT PRICE ($)**	**EXT. AMOUNT ($)**
	105-01	CONSTRUCTION STAKES, LINES AND GRADES	L.S.	1	$	$
(19)	201-01	CLEARING AND GRUBBING	L.S.	1	$	$
	202-01	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	1	$	$
(2)(20)	202-02.21	REMOVAL OF PIPE (WATER LINE)	L.F.	200	$	$
(2)	202-02.22	REMOVAL OF PIPE (STORM)	L.F.	184	$	$
	203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	1430	$	$
	203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	1107	$	$
(2)	203-04	PLACING AND SPREADING TOPSOIL	C.Y.	370	$	$
(1)(2)(16)	204-06.01	FLOWABLE FILL	C.Y.	9	$	$
(1)(3)	209-05	SEDIMENT REMOVAL	C.Y.	17	$	$
(1)(3)(22)	209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	4090	$	$
(1)(3)	209-08.08	ENHANCED ROCK CHECK DAM	EACH	7	$	$
(1)(2)(3)(5)	209-09.01	SANDBAGS	BAG	2000	$	$
(2)(3)	209-09.03	SEDIMENT FILTER BAG (15'X15')	EACH	1	$	$
(1)(3)	209-09.43	CURB INLET PROTECTION (TYPE 4)	EACH	18	$	$
(1)(3)	209-40.33	CATCH BASIN PROTECTION (TYPE D)	EACH	25	$	$
(1)(2)(3)(5)(7)	209-65.03	TEMPORARY DIVERSION CHANNEL	L.F.	80	$	$
	303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	1127	$	$
(3)(23)(24)(25)	303-10.01	MINERAL AGGREGATE (SIZE 57)	TON	27	$	$
	307-02.08	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING B-M2	TON	547	$	$
	402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	2	$	$
	402-02	AGGREGATE FOR COVER MATERIAL	TON	6	$	$
	403-02.01	TRACKLESS TACK COAT	TON	3	$	$
	411-02.10	ACS MIX (PG70-22) GRADING D	TON	362	$	$
(1)(2)	415-01.01	COLD PLANING BITUMINOUS PAVEMENT	TON	67	$	$
(1)(2)(28)(29)	604-01.01	CLASS "A" CONCRETE (ROADWAY)	C.Y.	2	$	$
(1)(2)(28)	604-01.02	STEEL BAR REINFORCEMENT (ROADWAY)	LB.	90	$	$
(1)(2)(28)	604-01.04	1-1/2" STEEL PIPE HANDRAIL	L.F.	92	$	$
(1)(2)(15)	607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	735	$	$
(1)(2)(15)	607-03.05	18" CONCRETE PIPE CULVERT (CLASS IV) JACKED-IN-PLACE	L.F.	62	$	$
(1)(2)(15)	607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	L.F.	205	$	$
(1)(2)(15)	607-07.02	36" CONCRETE PIPE CULVERT (CLASS III)	L.F.	196	$	$
	611-01.02	MANHOLES, >4'-8' DEPTH	EACH	1	$	$
(14)	611-01.20	ADJUSTMENT OF EXISTING MANHOLE	EACH	4	$	$

BASE BID						
FOOTNOTE(S)	ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE ($)	EXT. AMOUNT ($)
	611-07.01	CLASS A CONCRETE (PIPE ENDWALLS)	C.Y.	8	$	$
	611-07.02	STEEL BAR REINFORCEMENT (PIPE ENDWALLS)	LB.	294	$	$
	611-10.02	CATCH BASINS, TYPE 10, >4'-8' DEPTH	EACH	2	$	$
	611-10.03	CATCH BASINS, TYPE 10, >8'-12' DEPTH	EACH	1	$	$
	611-12.01	CATCH BASINS, TYPE 12, 0'-4' DEPTH	EACH	1	$	$
	611-12.02	CATCH BASINS, TYPE 12, >4'-8' DEPTH	EACH	8	$	$
	611-12.03	CATCH BASINS, TYPE 12, >8'-12' DEPTH	EACH	1	$	$
	611-14.02	CATCH BASINS, TYPE 14, >4'-8' DEPTH	EACH	4	$	$
	611-14.03	CATCH BASINS, TYPE 14, >8'-12' DEPTH	EACH	1	$	$
	611-42.02	CATCH BASINS, TYPE 42, >4'-8' DEPTH	EACH	2	$	$
(1)(2)(21)(30)	701-01.01	CONCRETE SIDEWALK (4")	S.F.	9310	$	$
(1)(2)(18)(21)	701-02	CONCRETE DRIVEWAY	S.F.	2435	$	$
	701-02.03	CONCRETE CURB RAMP	S.F.	865	$	$
	702-01	CONCRETE CURB	C.Y.	5	$	$
	702-03	CONCRETE COMBINED CURB & GUTTER	C.Y.	130	$	$
(13)	707-06.03	REMOVAL AND RESET FENCE (WOOD FENCE)	L.F.	83	$	$
(3)(26)	709-05.05	MACHINED RIP RAP (CLASS A-3)	TON	100	$	$
(3)(23)	709-05.06	MACHINED RIP RAP (CLASS A-1)	TON	114	$	$
	709-05.08	MACHINED RIP RAP (CLASS B)	TON	60	$	$
	712-01	TRAFFIC CONTROL	L.S.	1	$	$
(1)(2)	712-05.01	WARNING LIGHTS (TYPE A)	EACH	22	$	$
(1)(2)	712-06	SIGNS (CONSTRUCTION)	S.F.	377	$	$
(1)(2)	712-07.03	TEMPORARY BARRICADES (TYPE III)	L.F.	132	$	$
(1)(2)	713-11.02	PERFORATED/KNOCKOUT SQUARE TUBE POST	LB.	369	$	$
(1)(2)	713-11.21	P POST SLIP BASE	EACH	13	$	$
(1)(2)	713-13.02	FLAT SHEET ALUMINUM SIGNS (0.080" THICK)	S.F.	92	$	$
	713-16.01	CHANGEABLE MESSAGE SIGN UNIT	EACH	3	$	$
(1)(2)(31)(32)	714-03.03	DIRECT BURIAL CONDUIT (3" PVC, SCHEDULE 80)	L.F.	253	$	$
(17)	714-12	CONTROL CENTER	L.S.	1	$	$
(1)(2)	716-01.21	SNOWPLOWABLE RAISED PAVEMENT MARKERS (BI-DIR) (1 COLOR)	EACH	17	$	$
(1)(2)	716-02.03	PLASTIC PAVEMENT MARKING (CROSS-WALK)	L.F.	60	$	$
(1)(2)	716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	103	$	$
(1)(2)	716-03.02	PLASTIC WORD PAVEMENT MARKING (RXR)	EACH	2	$	$
(1)(2)(4)	716-12.02	ENHANCED FLATLINE THERMO PVMT MRKNG (6IN LINE)	L.F.	5069	$	$
	717-01	MOBILIZATION	L.S.	1	$	$
(1)(2)	725-20.42	PULL BOX (TYPE B)	EACH	8	$	$

BASE BID						
FOOTNOTE(S)	**ITEM NO.**	**ITEM DESCRIPTION**	**UNIT**	**EST. QTY.**	**UNIT PRICE ($)**	**EXT. AMOUNT ($)**
(3)(23)(24)(26)(27)	740-10.03	GEOTEXTILE (TYPE III) (EROSION CONTROL)	S.Y.	558	$	$
(1)(3)	740-11.05	TEMPORARY SEDIMENT TUBE (24 INCH)	L.F.	150	$	$
(2)(9)(10)	795-01.03	6IN DIP RESTRAINED JOINT WATER LINE	L.F.	13	$	$
(2)(9)(10)	795-01.05	8IN DIP RESTRAINED JOINT WATER LINE	L.F.	42	$	$
(2)(9)(10)	795-01.09	12IN DIP RESTRAINED JOINT WATER LINE	L.F.	1146	$	$
(9)	795-05.82	BORE/JACK 24IN STEEL CASING PIPE - ROCK	L.F.	67	$	$
(9)(11)(33)	795-06.05	CONNECT TO 8IN WATER LINE	EACH	2	$	$
(9)(11)(33)	795-06.07	CONNECT TO 12IN WATER LINE	EACH	3	$	$
(9)	795-06.33	CUT AND CAP 6IN WATER LINE	EACH	2	$	$
(9)	795-06.37	CUT AND CAP 12IN WATER LINE	EACH	3	$	$
(9)(12)	795-08.05	8IN GATE VALVE ASSEMBLY	EACH	2	$	$
(9)(12)	795-08.08	12IN BUTTERFLY VALVE ASSEMBLY	EACH	4	$	$
(9)(12)	795-09.01	3/4IN WATER SERVICE METER ASSEMBLY	EACH	2	$	$
(9)(12)	795-09.02	1IN WATER SERVICE METER ASSEMBLY	EACH	2	$	$
(9)(10)	795-09.28	3/4IN COPPER SERVICE PIPE	L.F.	45	$	$
(9)(10)	795-09.29	1IN COPPER SERVICE PIPE	L.F.	70	$	$
(9)(12)	795-11.02	FIRE HYDRANT ASSEMBLY	EACH	2	$	$
(9)(12)	795-11.04	RELOCATE FIRE HYDRANT (ADD ADDITIONAL 6IN SUPPLY LINE)	EACH	1	$	$
(9)	795-11.12	RETIRE IN PLACE EXISTING WATER MAIN	L.F.	2000	$	$
(9)	795-12.01	REMOVE FIRE HYDRANT	EACH	2	$	$
(9)(12)	797-05.51	8IN PVC GRAVITY SEWER 0FT-6FT DEPTH	L.F.	242	$	$
(9)(13)	797-07.02	48IN MANHOLE 4FT-6FT DEPTH	EACH	2	$	$
(9)	797-10.02	CONNECT 8IN SEWER TO EXIST. MANHOLE	EACH	1	$	$
(9)	797-11.39	TV INSPECTION	L.F.	242	$	$
(1)(3)(8)	801-01	SEEDING (WITH MULCH)	UNIT	21	$	$
(3)(6)	801-01.07	TEMPORARY SEEDING (WITH MULCH)	UNIT	42	$	$
(1)(3)	801-03	WATER (SEEDING & SODDING)	M.G.	7	$	$
(1)(3)(8)	803-01	SODDING (NEW SOD)	S.Y.	2200	$	$
	COF-1	UTILITY RECORD DRAWINGS (SEE SPECIAL PROVISION FSP100RD)	L.S.	1	$	$
	COF-2	PROJECT CONTINGENCY (USED ONLY AS DIRECTED BY THE CITY OF FRANKLIN)	DOLL	500,000	$	$
					SUB-TOTAL BASE BID:	

SUB-TOTAL BASE BID PRICE (IN WORDS):	SUB-TOTAL BASE BID PRICE ($):

FOOTNOTES:

(1) ALL QUANTITIES ARE TO BE USED AS DIRECTED BY THE ENGINEER.

(2) QUANTITY MAY BE INCREASED, DECREASED OR ELIMINATED AS DIRECTED BY THE ENGINEER.

(3) SEE SUBSECTION 209.07 OF THE STANDARD SPECIFICATION FOR MAINTENANCE REPLACEMENT. ALL ITEMS ARE TO BE USED AS DIRECTED BY THE ENGINEER.

(4) CONTRACTOR MAY ELECT TO SUBSTITUTE PREFORMED PLASTIC FOR THERMOPLASTIC. PREFORMED PLASTIC SHALL BE PAID FOR AT THE SAME UNIT PRICE AS BID FOR

(5) FOR TEMPORARY DIVERSION CHANNEL.

(6) PAY ITEM SHALL INCLUDE ALL INCIDENTALS INCLUDING WATER.

(7) PAY ITEM INCLUDES ALL NECESSARY INCIDENTALS FOR TEMPORARY DIVERSION CHANNEL AND DEWATERING AROUND WORK AREA.

(8) USE OF "SEEDING (WITH MULCH)" VS "SODDING (NEW SOD)" FOR THE PURPOSE OF FINAL SITE STABILIZATION SHALL BE DETERMINED BY THE CITY OF FRANKLIN PROJECT MANAGER BASED ON THE ACTUAL SITE CONDITIONS AND TIME/SEASON OF THE YEAR.

(9) SEE SPECIAL PROVISION REGARDING UTILITY MEASUREMENT AND PAYMENT DATED MAY 28, 2025.

(10) INCLUDES ALL MATERIALS, LABOR, EQUIPMENT FOR COMPLETE INSTALLATION OF PIPE INCLUDING BUT NOT LIMITED TO TRAFFIC CONTROL, MATERIAL, EQUIPMENT, DI FITTINGS, GLANDS, BENDS, TRANSITION FITTINGS, RESTRAINT DEVICES, EXCAVATION IN BOTH UNCONSOLIDATED AND ROCK, REMOVAL AND REPLACEMENT OF UNSUITABLE SOIL, ENVELOPE/BEDDING MATERIAL, BACKFILLING, FLOWABLE FILL, THRUST BLOCKING, CONCRETE DEADMAN, PIPE FUSION, TRACER WIRE, WARNING TAPE, APPURTENANCES, TEMPORARY/PERMANENT SHORING, MAINTAINING THE TRENCH, TESTING, FLUSHING, DISINFECTION, BACTERIOLOGICAL SAMPLING, TEMPORARY/PERMANENT SURFACE RESTORATION AND ANY OTHER LABOR OR MATERIAL REQUIRED TO COMPLETE THE WORK AS SPECIFIED ON THE PLANS. WATER LINE SHALL BE BE FULLY RESTRAINED FOR THE ENTIRETY OF THE PROPOSED INSTALLATION.

(11) INCLUDES ALL MATERIALS, LABOR, AND EQUIPMENT NECESSARY FOR CONNECTING TO AN EXISTING WATER MAIN.

(12) INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT INCLUDING BUT NOT LIMITED TO MACHINERY, TOOLS OR APPARATUS NECESSARY FOR INSTALLATION OF

(13) INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT NECESSARY FOR REMOVING AND REPLACING EXISTING WOOD FENCE.

(14) INCLUDES ADJUSTMENTS FOR 2 SANITARY SEWER MANHOLES AND 2 AT&T MANHOLES.

(15) INCLUDES ALL MATERIALS, LABOR, AND EQUIPMENT NECESSARY FOR COMPLETE INSTALLATION OF STORM DRAINAGE PIPES INCLUDING BUT NOT LIMITED TO MATERIAL, MACHINERY, EXCAVATION, BEDDING, BACKFILL, JOINTS, AND REMOVAL OF EXISTING WATER LINE WITHIN TRENCH.

(16) ABANDON AND FILL EXISTING 30" CMP.

(17) THE CONTRACTOR SHALL CONTACT THE LOCAL UTILITY TO OBTAIN THE ESTIMATE FOR ANY CHARGES BY THE UTILITY FOR PROVIDING ELECTRICAL SERVICE TO THE CONTROL CENTER(S). THESE CHARGES SHALL BE INCLUDED IN THE BID FOR THE ITEM. INCLUDES THE COST OF THE CONCRETE PAD(S), 100 AMP DISCONNECT, METER, AND THE STEEL CONDUIT RISER ASSEMBLY. ALSO, INCLUDES THE COST TO FURNISH AND INSTALL TRANSFORMER AS REQUIRED, AND ALL APPURTENANCES REQUIRED FOR THE COMPLETE INSTALLATION.

(18) INCLUDES ALL WORK ASSOCIATED WITH APPROXIMATELY 189 S.F. OF REMOVAL AND REPLACEMENT OF BRICK PAVERS ON TRACT 5.

(19) INCLUDES TREE REMOVAL. CONTRACTOR SHALL ONLY REMOVE TREES DESIGNATED FOR REMOVAL ON THE PLANS AND AS MARKED IN THE FIELD BY THE ENGINEER.

(20) FOR THE REMOVAL OF WATER LINE AT STEWART STREET INTERSECTION. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL WATER LINE CONNECTIONS AT

(21) INCREASE SIDEWALK THICKNESS TO MATCH CONCRETE DRIVEWAY APRONS PER RP-7. INCLUDES APPROXIMATELY 680 S.F. OF 8" THICK CLASS A CONCRETE AT

(22) INCLUDES 87 L.F. FOR SEDIMENT FILTER BAG.
(23) FOR CULVERT PROTECTION TYPE 1.
(24) FOR SEDIMENT FILTER BAG.
(25) INCLUDES 21 TONS FOR CULVERT PROTECTION TYPE 1 AND 6 TONS FOR SEDIMENT FILTER BAG.
(26) FOR TEMPORARY CONSTRUCTION EXIT.
(27) INCLUDES 270 S.Y. FOR CULVERT PROTECTION TYPE 1, 172 S.Y. FOR TEMPORARY CONSTRUCTION EXIT, 74 S.Y. FOR SEDIMENT FILTER BAG, AND 42 S.Y. FOR PERMANENT RIP-RAP.
(28) FOR PEDESTRIAN CONCRETE STEPS AND HANDRAIL.
(29) INCLUDES ALL MATERIALS, LABOR, AND EQUIPMENT NECESSARY FOR COMPLETE INSTALLATION OF CONCRETE STAIRS INCLUDING BUT NOT LIMITED TO MATERIAL,
(30) INCLUDES 170 S.F. FOR 3' WIDE SIDEWALK SECTION.
(31) INCLUDES 115 FT FOR INSTALLATION OF CSXT METER CONNECTION AND 138 FT FOR NEW CROSSING.
(32) CONTRACTOR TO COORDINATE WITH MIDDLE TENNESSEE ELECTRIC REGARDING 1" COMM CONDUIT. IF REQUIRED, COMM CONDUIT IS TO BE INCLUDED IN THE COST
(33) ALL PROPOSED PIPES SHALL BE CONNECTED TO EXISTING WATER LINES BY ISOLATING AND DRAINING THE EXISTING LINES AND CUTTING IN NEW TEES WITH

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00411 – CONTRACTOR LICENSE INFORMATION FORM

(for COF Contract No.2026-0180)

In compliance with State Law (TCA § 62-6-119), the applicable portions of this form shall be completed.

The following information shall be provided for all bids submitted:

Bidder/Contractor

Name: _____
License No.: _____
License Classification: _____
License Expiration Date: _____
License Limit: _____

The following information shall be provided when contractor's portion of the construction project is equal to or greater than $100,000:

Masonry Contractor

Name: _____
License No.: _____
License Classification: _____
License Expiration Date: _____
License Limit: _____

The following information shall be provided when contractor's portion of the construction project is equal to or greater than $25,000:

Electrical Contractor

Name: _____
License No.: _____
License Classification: _____
License Expiration Date: _____
License Limit: _____

Plumbing Contractor

Name: _____
License No.: _____
License Classification: _____
License Expiration Date: _____
License Limit: _____

Heating Contractor

Name: _____
License No.: _____
License Classification: _____
License Expiration Date: _____
License Limit: _____

Ventilation Contractor

Name: _____
License No.: _____
License Classification: _____
License Expiration Date: _____
License Limit: _____

Air Conditioning Contractor

Name: _____
License No.: _____
License Classification: _____
License Expiration Date: _____
License Limit: _____

Vertical Closed Loop Geothermal Heating and Cooling Contractor

Name: _____
License No.: _____
License Classification: _____
License Expiration Date: _____
License Limit: _____

_____

(Bidder/Contractor's Authorized Agents Signature)

_____

(Print Name)

_____

(Title)

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00412 – DRUG-FREE WORKPLACE AFFIDAVIT
(for COF Contract No.2026-0180)

STATE OF _____

COUNTY OF _____

The Undersigned, principal officer of _____, 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 _____ (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)

_____
(Printed Name of Principal Officer)

_____
(Printed Contractor Name)

(Notary on following Page)

STATE OF _____

COUNTY OF _____

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

WITNESS my hand and seal this _____ day of _____, 20___.

_____
Notary Public
My Commission Expires: _____

00413 – IRAN DIVESTMENT ACT CERTIFICATION
(for COF Contract No. 2026-0180)

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

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

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

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

_____	_____
(Signature)	*(Date)*
_____	_____
(Printed Name)	*(Title)*
_____	
(Name of Firm/Company)	

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00414 – NON-BOYCOTT OF ISRAEL REQUIREMENTS
(for COF Contract No. 2026-0180)

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

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

(Signature)	*(Date)*
(Printed Name)	*(Title)*
(Name of Firm/Company)	

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00430 – BID BOND (PENAL SUM FORM)

(for COF Contract No. **2026-0180**)

Bidder Name: Address *(principal place of business)*:	**Surety** Name: Address *(principal place of business)*:
Owner Name: City of Franklin, TN Address *(principal place of business)*: 109 3rd Ave South Franklin, TN 37064	**Bid** Project *(name and location)*: **Lewisburg Pike Sidewalk/Multi-Use Trail** Bid Due Date

Bond

Penal Sum:

Date of Bond:

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
_____ *(Full formal name of Bidder)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
    3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
    3.2. All Bids are rejected by Owner, or
    3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be litigated in the Tennessee Judicial Circuit Court in and for Williamson, County, Tennessee, and the prevailing party in any such litigation shall be entitled to an award of all reasonable attorney's fees, expenses and court cost incurred by the prevailing party against the non-prevailing party, including reasonable attorney's fees, expenses and taxed costs in connection with any appeals.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

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10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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00453 – NOTICE OF AWARD

CITY OF FRANKLIN, TN **109 3rd Ave South** **Franklin, TN 37064**	Date: Owner Contract No.: **2026-0180** Project Name: **Lewisburg Pike Sidewalk/Multi-Use Trail** Bidder: Bidder Address:

PROJECT: **Lewisburg Pike Sidewalk/Multi-Use Trail, located in Franklin Tennessee for the City of Franklin, Tennessee**

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

The Contract Price of the Contract is: $ _____

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

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

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

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

Owner: City of Franklin, TN

Signature _____
Name: _____
Title: _____

Copy: Engineer

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00520 – AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTURCTION CONTRACT
COF Contract No. 2026-0180

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: This project involves the construction* ***of sidewalk on both sides of S.R. 106 (Lewisburg Pike) from just north of Stewart St to just east of Collins' Farm, including an at-grade pedestrian crossing. The work to be done with this project consist of multiple utility relocations, concrete curb & gutter, drainage, concrete flatwork, asphalt paving, temporary traffic control, erosion prevention & sediment control, permanent signage, and pavement markings & striping.***

ARTICLE 2—THE PROJECT

2.01 *The Project, of which the Work under the Contract Documents is a part, is generally described as follows:* ***Lewisburg Pike Sidewalk/Multi-Use Trail***

ARTICLE 3—ENGINEER

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

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.02 *Contract Times*

A. The Work shall be substantially complete within **365** 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**

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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 $**0** 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 $**2,500** 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.

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B. Contractor shall reimburse Owner for all actual costs reasonably incurred by Owner in mitigating or avoiding delays and disruptions to the Work caused by or within the control of any of the Contractor Parties.

C. After Contractor achieves Substantial Completion, if Contractor fails to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Final Completion, until the Work is finally complete.

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

ARTICLE 5—CONTRACT PRICE

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

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments*

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

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made, and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
    a. Ninety-five percent (95%) of Work completed (with the balance being retainage); and
    b. Ninety-five percent (95%) of cost of materials and equipment purchased, but not incorporated in the Work (with the balance being retainage).

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

6.03 *Final Payment*

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

6.04 *Consent of Surety*

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

ARTICLE 7—CONTRACT DOCUMENTS AND TECHNICAL DATA

7.01 *Contents of Contract Documents*

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

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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.

F. Unless otherwise expressly stated, where reference is made in this Agreement or the General Conditions to a particular Paragraph or Article number, the reference refers to the corresponding Paragraph or Article in the document in which the reference appears.

7.02 *Technical Data Regarding Existing Surface and Subsurface Conditions*

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

Report Title	Date of Report	Technical Data
N/A	N/A	N/A

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

Drawings Title	Date of Drawings	Technical Data
N/A	N/A	N/A

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

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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 **[109 3rd Ave South, Franklin, TN]**, or may request copies from Owner.

ARTICLE 8—INSURANCE LIMITS

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

A. Commercial General Liability:

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

B. Automobile Liability:

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

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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.

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

9.02 *Contractor's Certifications*

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

(Singatures on Next Page)

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:	Contractor:
City of Franklin, Tennessee	
(typed or printed name of organization)	*(typed or printed name of organization)*
By: _____	By: _____
(individual's signature)	*(individual's signature)*

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Date: _____ *(date signed)*	Date: _____ *(date signed)*
Name: **Dr. Ken Moore** *(typed or printed)*	Name: _____ *(typed or printed)*
Title: **Mayor** *(typed or printed)*	Title: _____ *(typed or printed)*
Attest: _____ *(individual's signature)*	Attest: _____ *(individual's signature)*
Title: **Eric S. Stuckey, City Administrator** *(typed or printed)*	Title: _____ *(typed or printed)*
Address for giving notices: 109 3rd Ave South Franklin, TN 37064	Address for giving notices:
Designated Representative: Name: _____ *(typed or printed)* Title: _____ *(typed or printed)*	Designated Representative: Name: _____ *(typed or printed)* Title: _____ *(typed or printed)*
Address:	Address:
Phone: _____ Email: _____	Phone: _____ Email: _____ License No.: _____ *(where applicable)* State: _____

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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00540 – RETAINAGE AGREEMENT

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

(for COF Contract No.2026-0180)

THIS AGREEMENT, is made and entered into on this _____ day of _____, 20_____, by and among the **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, the Owner and the Contractor have heretofore entered COF Contract No. **2026-0180**, (the "Contract"), whereby the Contractor will make improvements to certain real property of the Owner, pursuant to a certain project known as **Lewisburg Pike Sidewalk/Multi-Use Trail** ("Project") located in Franklin, Tennessee, with the contract providing that the Owner is to retain a percent of all payment requests of the Contractor, all as more specifically set forth in the Contract, to which specific reference is hereby made; and

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

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

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

1. The Owner hereby agrees to pay all retainage held pursuant to the Contract to the Bank, to be held in escrow by the Bank in a separate interest-bearing account (the "Escrow Account"). Funds held will not be commingled with any other funds owned by the 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 the Contractor, except to the extent ownership thereof is affected by the assignment to the Owner pursuant to the terms hereof.
3. The Contractor shall and hereby does conditionally assign all its ownership interest in the Escrow Account, including its power to make withdrawals therefrom, to the Owner. This conditional assignment shall terminate upon the Owner's execution of release, to the extent of such release.
4. So long as retainage remains on deposit and the Contractor is not in default of the Contract, all interest earned on deposited retainage shall go to the Contractor less any custodial care and servicing costs.
5. When the Owner determines, upon the request of the Contractor, in accordance with the provisions of the Contract, that the Contractor is entitled to all or a portion of the retainage, the Owner shall forward a written release to the 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 the Contractor by the Bank within five (5) business days.

6. Should a dispute arise between the Owner and the Contractor whereby the Owner fails to execute and deliver a release to the Bank, the Bank shall not be liable to either the Owner or the Contractor for failure to deliver the amounts on deposit in the Escrow Account, with interest thereon, to the Contractor. The Bank shall transfer the amounts on deposit in the Escrow Account to the Owner upon the Owner's written request and shall not be liable to the Contractor for such action. In the event that litigation ensues between the Owner and the Contractor, the Bank shall tender into the registry or custody of any court of competent jurisdiction all assets or property held by the 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. The Bank may resign as Escrow Agent by providing notice to the Owner. Upon termination, all money deposited shall be promptly transferred back to the Owner.
8. The Contractor will execute a retainage bank vendor form with the City's Finance Department no later than five (5) business days from execution of this Agreement.
9. On a monthly basis, within the first week following the end of the prior month, the Bank shall provide to the Owner a statement of the dedicated Escrow Account. The statements will be reconciled by the Owner. Should any discrepancies be found, the Owner will alert the Bank and the Bank will have ten (10) business days to respond to the Owner with their findings or resolution.
10. The 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 – FULL RELEASE
(for COF Contract No. 2026-0180)

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 the Contractor has completed all work required of it, pursuant to such contract, and the undersigned hereby authorizes _____ ("Bank**")** to release **$**_____ {also type figure} paid in escrow pursuant to that certain retainage agreement between and among the undersigned, and the Contractor and the 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 the 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 A – PARTIAL RELEASE
(for COF Contract No. 2026-0180)

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 the 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 the Contractor and the 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 understanding has or may have against the 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)

00550 – NOTICE TO PROCEED

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

Date:
Project Name: **Lewisburg Pike Sidewalk/Multi-Use Trail**
Owner's Contract No.: **COF Contract No. 2026-0180**
Contractor:
Contractor Address:

TO CONTRACTOR:

You are notified that the Contract Times under the above Contract will commence to run on _____, the **Notice to Proceed** date. In accordance with Article 4 of the Agreement, the Work shall be substantially complete within _____ 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: _____
(Signature)

Title: _____
Date Issued: _____

Copy: Engineer

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00610 – CONSTRUCTION PERFORMANCE BOND

(for COF Contract No.2026-0180)

Contractor	**Surety**
Name:	Name:
Address *(principal place of business)*:	Address *(principal place of business)*:
Owner	**Contract**
Name: **City of Franklin, TN**	Description *(Name)*:
Mailing address *(principal place of business)*:	**Lewisburg Pike Sidewalk/Multi-Use Trail**
109 3rd Ave South **Franklin, TN 37065**	Contract Price: **$**
	Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

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
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

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.

MODIFIED - EJCDC® C-610, Performance Bond.
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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:

    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;

    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

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

    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

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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.

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

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **NONE**

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00615 – PAYMENT BOND

(for COF Contract No.2026-0180)

Contractor	**Surety**
Name:	Name:
Address *(principal place of business)*:	Address *(principal place of business)*:
Owner	**Contract**
Name: **City of Franklin, TN**	Description *(name and location)*: **Lewisburg Pike Sidewalk/Multi-Use Trail**
Mailing address *(principal place of business)*: **109 3rd Ave South Franklin, TN 37065**	Contract Price: **$**
	Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

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
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

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.

MODIFIED - EJCDC® C-615, Payment Bond.
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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.
    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

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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;

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16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: **None**

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00620 – CONTRACTOR'S APPLICATION FOR PAYMENT

To: **City of Franklin**
Engineering Department
109 Third Ave South
Franklin, TN
Attn: **Allison Davis**

From: _____

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

Project Name: **Lewisburg Pike Sidewalk/Multi-Use Trail**
Owner Contract Number: **COF Contract No. 2026-0180** Owner Project Number: **COF Project No. 2016-015**

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:

Pay Item	Pay Item Description	Quantity	Unit	Unit Price	Work Completed		Materials Put into Storage This Period	Total Completed and Stored to Date	To-Date Quantity
					Current Quantity	Pervious Quantity			

00625 – CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	**City of Franklin, TN**
Engineer:	
Contractor:	
Project Name:	**Lewisburg Pike Sidewalk/Multi-Use Trail**
Owners Contract No.:	**COF Contract No. 2026-0180**

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:
☐ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion:

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

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

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

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

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

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

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

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

Engineer:

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

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00626 – NOTICE OF ACCEPTABILITY OF WORK

Owner:	**City of Franklin, TN**
Engineer:	
Contractor:	
Project Name:	**Lewisburg Pike Sidewalk/Multi-Use Trail**
Owners Contract No.:	**COF Contract No. 2026-0180**
Effective Date of the Construction Contract:	
Notice Date:	

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

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

Engineer:

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

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CITY OF FRANKLIN

00700 – STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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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.

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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.

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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.

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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

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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

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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

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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

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(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.

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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.

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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

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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

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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.

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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

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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":

i) 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.

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ii) 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;

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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.

4.06 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.

A. 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.

B. 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.

C. 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

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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

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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.

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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;

5.05 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.

A. *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.

B. *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.

C. *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.

D. *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;

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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.

E. *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.

F. *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.

5.06 *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;

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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.

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

A. *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.

B. *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.

C. *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

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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

b. 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.

5.08 *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.

B. 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.

C. 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.

D. 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

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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.

E. 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.

F. 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.

G. 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.

H. 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

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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

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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

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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;

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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.

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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

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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

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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

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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

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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

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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.

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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.

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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

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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

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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

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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

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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

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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

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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.

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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.

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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' 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

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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

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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;

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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

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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.

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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,

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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

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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 *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

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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

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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

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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

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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.

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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.

C. 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.

1. *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.

2. *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.

3. *Binding Decision*: Owner's decision is final and binding upon Contractor, unless Contractor timely appeals the decision by filing a Claim under Article 12.

D. *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;

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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's 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

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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

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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

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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, expediters, 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.

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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

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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

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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

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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.

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

A. 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.

B. 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.

14.04 *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

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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.

14.05 *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.

14.06 *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.

14.07 *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,

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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.

14.08 *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

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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.

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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

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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,

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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,

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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

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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

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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.

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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

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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.

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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

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damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

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00940 – WORK CHANGE DIRECTIVE

NO.: _____

Owner:	**City of Franklin, TN**
Engineer:	
Contractor:	
Project Name:	
Owner's Contract No.:	
Date Issued:	
Effective Date of Directive:	

Contractor is directed to proceed promptly with the following change(s):
Description:
Attachments:
Purpose for the Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

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

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

Contract Price: *$* _____

Contract Time: _____ *days*

Basis of estimated change in Contract Price:

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

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

MODIFIED - EJCDC® C-940, Work Change Directive.
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00941 – CHANGE ORDER

NO.: _____

Owner:	**City of Franklin, TN**
Engineer:	
Contractor:	
Project Name:	**Lewisburg Pike Sidewalk/Multi-Use Trail**
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: Days Ready for final payment: Days
SELECT ONE from previously approved Change Orders No. 1 to No.: $	**SELECT ONE** from previously approved Change Orders No. 1 to No. Substantial Completion: Ready for final payment:
Contract Price prior to this Change Order: $	Contract Times prior to this Change Order: Substantial Completion: Days Ready for final payment: Days
SELECT ONE this Change Order: $	**SELECT ONE** this Change Order: Substantial Completion: Days Ready for final payment: Days
Contract Price incorporating this Change Order: $	Contract Times with all approved Change Orders: Substantial Completion: Days Ready for final payment: Days

Recommended by Engineer:		**Recommended by Dept. Director:**	
By:		By:	
Signature:		Signature:	
Title:		Title:	
Date:		Date:	

Contractor Approval:		**Authorized by Owner:**	
By:		By:	
Signature:		Signature:	
Title:		Title:	
Date:		Date:	

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00942 – FIELD ORDER

NO.: _____

Owner:	**City of Franklin, TN**
Engineer:	
Contractor:	
Project Name:	
Owner's Contract No.:	
Date Issued:	
Effective Date of Field Order:	

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

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

Attachments:

Issued by Engineer:

By:	
Title:	
Signature:	
Date:	

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APPENDIX A – 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 **Lewisburg Pike Sidewalk/Multi-Use Trail.**

A. TDOT Special Provision (SP109B) Regarding Payment Adjustment for Bituminous Material.

B. FSP108B Special Provision Regarding Continuous Access Requirements For 301 Lewisburg Avenue and Adjacent Properties.

C. FSP100RD Special Provision Regarding Utility Record Drawings

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

(Rev. 05-16-16)
(Rev. 04-01-19)
(Rev. 11-08-19)
(Rev. 3-2-23)

January 1, 2021

SPECIAL PROVISION

REGARDING

PAYMENT ADJUSTMENT FOR BITUMINOUS MATERIAL

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

100% Virgin Bituminous Material

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

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

The "Basic Bituminous Material Index" for this project is **$** 678.46 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] x T

Where:

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

Payment adjustment will be applied to all asphalt cement, asphalt emulsion, or bituminous material used for paving on this project.
Upon the expiration of the allocated working time, as set forth in the original contract or as extended by Change Order, payment adjustments for bituminous material will continue to be made when the "Monthly Bituminous Material Index" varies 5% or more (+/-) from the "Basic Bituminous Material Index".

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

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

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

PA = [Ic - Ib] x T

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

PA = [Icd - Ib] x T

Where:

PA =	Price Adjustment for Adjustment Month
Ib =	Basic Bituminous Material Index
Ic =	Monthly Bituminous Material Index
Icd =	Bituminous Material Index for Contract Completion Date (or as extended by Change Order)
T =	Tons

FOR REFERENCE ONLY

SiteManager or spreadsheet calculates the price adjustment based on the actual amount of asphalt cement (residue) in the emulsion using the following percentages:

-tack coats and shoulder sealants (e.g., SS-1, SS-1h, CSS-1, Css-1h)	63% residue
-prime coats (e.g., AE-P)	54% residue
-scrub seals and microsurfacing (e.g., CQS-1HP)	65% residue
-chip seals (e.g., CRS-2, CRS-2P)	69% residue
-hot in-place recycle (ARA-3P)	63% residue

Mixes Containing Recycled Bituminous Material

The quantity of virgin asphalt cement in tons subject to payment adjustment in recycled mixes shall be the product of the total tons of each mix multiplied by the difference between (1) the percent of asphalt cement specified for bidding purposes and (2) the percent of asphalt cement obtained from the recycled asphaltic material (RAP) used in each mix. No payment adjustment under this special provision for increases and decreases in the contractor's cost for virgin asphalt cement in recycled mixes will be allowed for asphalt cement content in excess of the percent specified for bidding purposes, as all payment adjustments for asphalt cement in the mix design of recycled mixes in excess of the percent of asphalt cement specified for bidding purposes will be made in accordance with the Standard Specifications.

No payment adjustment for bituminous material containing RAP shall be made unless the "Monthly Bituminous Material Index" varies 5% or more (+/-) from the "Basic Bituminous Material Index" indicated in this Special Provision.

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

$$PA = [Ic - Ib] \times \frac{[BA - RA]}{100} \times Tm$$

PA = Price Adjustment for Adjustment Month
Ib = Basic Bituminous Material Index
Ic = Monthly Bituminous Material Index
BA = Percent asphalt specified for bidding purposes
RA = Percent asphalt obtained from recycled asphaltic material used in each mix
Tm = Tons asphalt mix for adjustment month

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

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

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

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

$$PA = [Ic - Ib] \times \frac{[BA - RA]}{100} \times Tm$$

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

$$PA = [Icd - Ib] \times \frac{[BA - RA]}{100} \times Tm$$

Where:

PA =	Price Adjustment for Adjustment Month
Ib =	Basic Bituminous Material Index
Ic =	Monthly Bituminous Material Index
Icd =	Bituminous Material Index for Contract Completion Date (or as extended by Change Order)
BA =	Percent asphalt specified for bidding purposes
RA =	Percent asphalt obtained from recycled asphaltic material used in each mix
Tm =	Tons asphalt mix for adjustment month

SPECIAL PROVISION

REGARDING

CONTINUOUS ACCESS REQUIREMENTS FOR 301 LEWISBURG AVENUE

AND ADJACENT PROPERTIES

All Work associated with this contract (COF Contract No. 2023-0024) shall be completed in accordance with the terms of Article 4 – Contract Times of the Construction Agreement Between Owner and Contractor (Stipulated Price), hereafter referred to as "the Agreement". This Special Provision establishes requirements for maintaining continuous access to the businesses located at **301 Lewisburg Avenue** and to all adjacent residential properties impacted by construction activities associated with the Lewisburg Avenue Improvements Project. The Contractor shall perform all work in a manner that preserves safe, reliable, and convenient access at all times.

1. **General Access Requirements**
    a. The Contractor shall maintain a minimum of two (2) points of vehicular access to the business at **301 Lewisburg Avenue** at all times throughout the duration of the project. Acceptable access combinations shall be:
        - **Stewart Street (west) + US-431 (Lewisburg Ave) from the north, OR**
        - **Stewart Street (west) + US-431 (Lewisburg Ave) from the south**

    b. At no time shall the Contractor close, obstruct, or otherwise restrict all but one access point unless prior written approval is granted by the City of Franklin. Such approval will only be considered for short-duration, emergency, or safety-critical operations and must be requested **a minimum of 72 hours in advance.**

    c. Under no circumstances shall the Contractor fully restrict access to the business at 301 Lewisburg Avenue.

2. **Access Control, Signing, and Traffic Management**
    a. The Contractor shall develop and maintain a traffic control plan that ensures uninterrupted access from the designated approaches. Any lane closures, flagging operations, or temporary traffic shifts shall be staged to preserve the required two access points.

    b. All temporary traffic control devices shall conform to the MUTCD, TDOT Standard Drawings, and City of Franklin requirements.

    c. The Contractor shall provide clear, visible, and continuous signage directing customers and residents to the open access points. Signs shall be maintained, relocated, or replaced as necessary to remain effective throughout all phases of construction

3. **Resident and Business Coordination**
    a. The Contractor shall maintain access to all residential driveways, private entrances, and shared access points within the project limits at all times. Temporary closures for driveway tie-ins or utility work shall be minimized and shall not exceed **15 minutes** without prior coordination.

    b. The Contractor shall conduct **extensive coordination** with all impacted residents and the business at 301 Lewisburg Avenue. At a minimum, the Contractor shall:
        - Provide **written notice** at least **72 hours** prior to any activity that alters access, traffic patterns, or driveway conditions.
        - Maintain a **24-hour contact number** for the Contractor's on-site superintendent or traffic control supervisor.
        - Respond promptly to resident concerns regarding access, safety, or circulation.
        - Coordinate directly with the business owner/manager to ensure deliveries, customer access, and operational needs are accommodated.

    c. Failure to maintain adequate communication or access may result in suspension of work until deficiencies are corrected, at no additional cost to the City.

4. Utility Coordination
    a. If utility relocations impact access, the Contractor shall coordinate with utility providers to ensure that at least two access points remain open at all times. Work sequencing shall be planned to avoid simultaneous closures of both US-431 approaches or Stewart Street.

5. Measurement and Payment
    a. All work, materials, labor, coordination or additional traffic control required to comply with this Special Provision shall be considered incidental to the Contract. No separate payment will be made.

END OF SPECIAL PROVISION

SPECIAL PROVISION

REGARDING

UTILITY RECORD DRAWINGS

PART 1 – GENERAL

1.1 SCOPE

1.1.1 General

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

1.1.2 Work Included

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

1.1.3 Location of the Work

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

1.1.4 Coordination of the Work

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

1.1.5 Working Hours

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

1.2 METHOD OF MEASUREMENT & PAYMENT

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

1.2.2 Record Drawings

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

1.3 SUBMITTALS

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

PART 2 – PRODUCTS

2.1 MATERIALS

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

PART 3 – EXECUTION

3.1 GENERAL

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

3.2 SURVEYING REQUIREMENTS

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

3.3 SURVEYING FOR RECORD DRAWINGS

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

3.3.1 Property Lines and Easements

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

3.3.2 Stormwater Record Drawings

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

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

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

~~3.3.4 Street and/or Site Lighting System:~~
~~The following street and pedestrian lighting systems shall be included: light poles, pull boxes, conduit (including: conduit size, number of conduit, material, length, description of utility located in conduit, etc.), controller cabinets and service pedestal.~~

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

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

~~3.3.7 Reclaimed Water Record Drawings:~~
~~The following reclaimed water items shall be included: public and private reclaimed water mains (including: size and material), private laterals (including size and material), valves (including type [*e.g.* gate valve, blow off valve, air release valve, etc.]), meters / meter boxes (including size), backflow preventers and enclosure (including: type, size and material) and fire hydrants.~~

~~3.3.8 Natural Gas Record Drawings:~~
~~The following natural gas items shall be included: public and private gas mains (including: size and material), valves (including: size and type), regulating stations, services, and meters.~~

~~3.3.9 Electrical and Communications Record Drawings:~~
~~The following electrical and communications (*i.e.* phone, cable, fiber optic, etc.) items shall be included: pole locations, riser poles, conduit (including: conduit size, number of conduit, material, length, description of utility located in conduit, etc.), pull boxes, transformers/switches, equipment pads, vaults/manholes (including rim elevations), services runs, service pedestals and meters.~~

~~3.3.10 Irrigation:~~
~~The following irrigation items shall be included: irrigation tap locations, meter locations, pump stations, backflows, controllers, sensors, all pipe sizes/materials, sleeves, valve locations, sprinkler heads, etc. Plans shall include dimensional data from building walls, curbs, sidewalks, etc~~.

END OF SPECIAL PROVISION

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APPENDIX B – PERMITS

PERMITS

The following Permits are included, in their entirety, in Appendix C and are made a part of the Bidding Documents for the **Lewisburg Pike Sidewalk/Multi-Use Trail.**

A. Tennessee Department of Transportation Permit – The City of Franklin is in the process of obtaining a Highway Entrance Permit. The Contractor shall comply with all requirements of this permit and assist the City as needed. All TDOT rules, regulations, and permit conditions shall be met at no additional cost to the City. Any Permit Fees will be paid directly by the City.

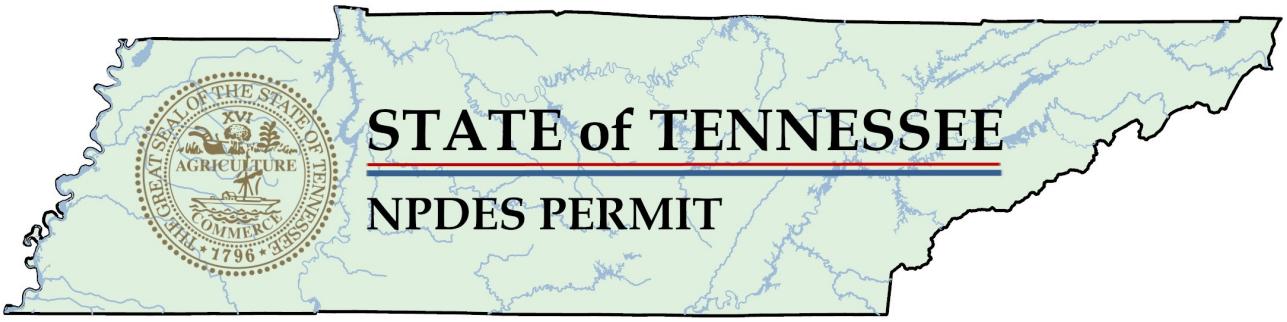
B. City of Franklin, TN Grading Permit – The City of Franklin is in the process of obtaining a Grading Permit. The Contractor shall comply with all requirements of this permit and assist the City as needed. All City rules, regulations, and permit conditions shall be met at no additional cost to the City. Any Permit Fees will be paid directly by the City.

C. TDEC Water Line Permit – The City of Franklin is in the process of obtaining a Water Permit. The Contractor shall comply with all requirements of this permit and assist the City as needed. All TDEC rules, regulations, and permit conditions shall be met at no additional cost to the City. Any Permit Fees will be paid directly by the City.

D. TDEC Sewer Line Permit – The City of Franklin is in the process of obtaining a Sewer Permit. The Contractor shall comply with all requirements of this permit and assist the City as needed. All TDEC rules, regulations, and permit conditions shall be met at no additional cost to the City. Any Permit Fees will be paid directly by the City.

E. CSX – The City of Franklin is in the process of obtaining a Construction Agreement and easements from CSX. The Contractor shall comply with all requirements of the agreement and easement documents and assist the City as needed. All CSX rules, regulations, and conditions shall be met at no additional cost to the City.

F. TDEC CGP – The City of Franklin has obtained a Construction General Permit (CGP) for this project. A copy of the permit is attached. The Contractor shall comply with all requirements of this permit and assist the City as needed. All TDEC rules, regulations, and permit conditions shall be met at no additional cost to the City.



TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES
Davy Crockett Tower, 9th Floor
500 James Robertson Parkway
Nashville, Tennessee 37243-1102

Tracking No. TNR248753

Notice of Coverage (NOC) under the General NPDES Permit for
STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES (CGP)

Under authority of the Tennessee Water Quality Control Act of 1977 (T.C.A. 69-3-101 et seq.) and the delegation of authority from the United States Environmental Protection Agency under the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 (33 U.S.C. 1251, et seq.) in accordance with effluent limitations, monitoring requirements and other conditions set forth herein. CGP requirements and permit overview are located here. Your coverage under the CGP shall be terminated upon receipt of Notice of Termination (NOT).

Construction Project:	**Lewisburg Pike Sidewalk Project**
Area of Disturbance:	**1.768 acres**
Master Tracking Number:	**TNR248753**
Permittee Name:	**City of Franklin**
Project Name:	**Lewisburg Pike Sidewalk Project**
is authorized to discharge:	stormwater associated with construction activities
from facility location:	**404 Lewisburg Avenue, Franklin, TN 37064, Williamson County**
to receiving waters named:	**Harpeth River**
Effective date:	**01/30/2026**
Expiration date:	**09/30/2026**
Contractors:	**no contractor identified**

Additional CGP requirements (Part 6.4) apply for discharges into Exceptional Tennessee Waters.
TDEC identified likely presence of threatened or endangered species in one mile radius as well as downstream from the site. See CGP Section 1.3.

CN-0759 RDA 2366

					Civil Constructors, LLC		Grade A Construction (Grade A Construction LLC,)		Adams Contracting, LLC	
					Total Price	$2,941,507.94	Total Price	$3,520,280.75	Total Price	$3,988,427.75
Line #	Description	QTY	UOM	Estimated	Unit	Extended	Unit	Extended	Unit	Extended
1	105-01CONSTRUCTION STAKES, LINES AND GRADES	1	L.S.		$36,250.00	$36,250.00	$128,950.00	$128,950.00	**$30,000.00**	$30,000.00
2	201-01CLEARING AND GRUBBING	1	L.S.		$45,000.00	$45,000.00	$110,750.00	$110,750.00	**$15,000.00**	$15,000.00
3	202-01REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	L.S.		$16,480.00	$16,480.00	$26,175.00	$26,175.00	**$12,500.00**	$12,500.00
4	202-02.21REMOVAL OF PIPE (WATER LINE)	200	L.F.		**$22.50**	$4,500.00	$54.40	$10,880.00	$35.00	$7,000.00
5	202-02.22REMOVAL OF PIPE (STORM)	184	L.F.		**$29.70**	$5,464.80	$59.15	$10,883.60	$35.00	$6,440.00
6	203-01ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	1430	C.Y.		$87.00	$124,410.00	$69.70	$99,671.00	**$35.00**	$50,050.00
7	203-03BORROW EXCAVATION (UNCLASSIFIED)	1107	C.Y.		**$25.00**	$27,675.00	$124.15	$137,434.05	$80.00	$88,560.00
8	203-04PLACING AND SPREADING TOPSOIL	370	C.Y.		$65.00	$24,050.00	$111.10	$41,107.00	**$25.00**	$9,250.00
9	204-06.01FLOWABLE FILL	9	C.Y.		**$421.05**	$3,789.45	$811.75	$7,305.75	$500.00	$4,500.00
10	209-05SEDIMENT REMOVAL	17	C.Y.		$38.35	$651.95	$296.20	$5,035.40	**$10.00**	$170.00
11	209-08.02TEMPORARY SILT FENCE (WITH BACKING)	4090	L.F.		**$5.90**	$24,131.00	$6.40	$26,176.00	$6.00	$24,540.00
12	209-08.08ENHANCED ROCK CHECK DAM	7	EA		**$785.00**	$5,495.00	$1,913.65	$13,395.55	$800.00	$5,600.00
13	209-09.01SANDBAGS	2000	BAG		**$4.00**	$8,000.00	$9.35	$18,700.00	$5.00	$10,000.00
14	209-09.03SEDIMENT FILTER BAG (15'X15')	1	EA		**$650.00**	$650.00	$2,850.00	$2,850.00	$1,250.00	$1,250.00
15	209-09.43CURB INLET PROTECTION (TYPE 4)	18	EA		$157.00	$2,826.00	$826.35	$14,874.30	**$150.00**	$2,700.00
16	209-40.33CATCH BASIN PROTECTION (TYPE D)	25	EA		$211.00	$5,275.00	$826.35	$20,658.75	**$155.00**	$3,875.00
17	209-65.03TEMPORARY DIVERSION CHANNEL	80	L.F.		**$12.80**	$1,024.00	$58.35	$4,668.00	$160.00	$12,800.00
18	303-01MINERAL AGGREGATE, TYPE A BASE, GRADING D	1127	TON		$55.00	$61,985.00	$49.35	$55,617.45	**$48.00**	$54,096.00
19	303-10.01MINERAL AGGREGATE (SIZE 57)	27	TON		**$65.00**	$1,755.00	$163.65	$4,418.55	**$65.00**	$1,755.00
20	307-02.08ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING B-M2	547	TON		**$180.00**	$98,460.00	$208.25	$113,912.75	$400.00	$218,800.00
21	402-01BITUMINOUS MATERIAL FOR PRIME COAT (PC)	2	TON		$1,500.00	$3,000.00	$2,177.80	$4,355.60	**$1,125.00**	$2,250.00
22	402-02AGGREGATE FOR COVER MATERIAL	6	TON		**$127.00**	$762.00	$451.75	$2,710.50	$185.00	$1,110.00
23	403-02.01TRACKLESS TACK COAT	3	TON		$2,080.00	$6,240.00	$1,651.60	$4,954.80	**$1,100.00**	$3,300.00
24	411-02.10 ACS MIX (PG70-22) GRADING D	362	TON		**$193.00**	$69,866.00	$215.95	$78,173.90	$360.00	$130,320.00
25	415-01.01COLD PLANING BITUMINOUS PAVEMENT	67	TON		**$127.00**	$8,509.00	$287.10	$19,235.70	$270.00	$18,090.00
26	604-01.01CLASS "A" CONCRETE (ROADWAY)	2	C.Y.		$2,530.00	$5,060.00	**$1,848.75**	$3,697.50	$2,150.00	$4,300.00
27	604-01.02STEEL BAR REINFORCEMENT (ROADWAY)	90	L.B.		**$10.85**	$976.50	$12.55	$1,129.50	$15.00	$1,350.00
28	604-01.041-1/2" STEEL PIPE HANDRAIL	92	L.F.		$180.00	$16,560.00	$192.05	$17,668.60	**$160.00**	$14,720.00
29	607-03.0218" CONCRETE PIPE CULVERT (CLASS III)	735	L.F.		$152.00	$111,720.00	**$150.60**	$110,691.00	$215.00	$158,025.00
30	607-03.0518" CONCRETE PIPE CULVERT (CLASS IV) JACKED-IN-PLACE	62	L.F.		$1,810.00	$112,220.00	**$1,090.00**	$67,580.00	$3,500.00	$217,000.00
31	607-05.0224" CONCRETE PIPE CULVERT (CLASS III)	205	L.F.		$303.00	$62,115.00	**$167.45**	$34,327.25	$220.00	$45,100.00
32	607-07.0236" CONCRETE PIPE CULVERT (CLASS III)	196	L.F.		$309.00	$60,564.00	**$178.80**	$35,044.80	$330.00	$64,680.00
33	611-01.02MANHOLES, >4'-8' DEPTH	1	EA		**$8,730.00**	$8,730.00	$8,998.05	$8,998.05	$9,000.00	$9,000.00
34	611-01.20ADJUSTMENT OF EXISTING MANHOLE	4	EA		$1,390.00	$5,560.00	**$1,281.40**	$5,125.60	$2,500.00	$10,000.00
35	611-07.01CLASS A CONCRETE (PIPE ENDWALLS)	8	C.Y.		$2,280.00	$18,240.00	**$1,075.65**	$8,605.20	$1,600.00	$12,800.00
36	611-07.02STEEL BAR REINFORCEMENT (PIPE ENDWALLS)	294	L.B.		$10.75	$3,160.50	$22.05	$6,482.70	**$5.00**	$1,470.00
37	611-10.02CATCH BASINS, TYPE 10, >4'-8' DEPTH	2	EA		$9,630.00	$19,260.00	**$8,367.55**	$16,735.10	$10,000.00	$20,000.00
38	611-10.03CATCH BASINS, TYPE 10, >8'-12' DEPTH	1	EA		$12,740.00	$12,740.00	**$8,250.95**	$8,250.95	$15,000.00	$15,000.00
39	611-12.01CATCH BASINS, TYPE 12, 0'-4' DEPTH	1	EA		$8,730.00	$8,730.00	$8,250.95	$8,250.95	**$7,000.00**	$7,000.00
40	611-12.02CATCH BASINS, TYPE 12, >4'-8' DEPTH	8	EA		$10,480.00	$83,840.00	**$7,087.10**	$56,696.80	$11,000.00	$88,000.00
41	611-12.03CATCH BASINS, TYPE 12, >8'-12' DEPTH	1	EA		$15,150.00	$15,150.00	**$11,241.65**	$11,241.65	$26,000.00	$26,000.00
42	611-14.02CATCH BASINS, TYPE 14, >4'-8' DEPTH	4	EA		$14,720.00	$58,880.00	**$12,714.95**	$50,859.80	$19,000.00	$76,000.00
43	611-14.03CATCH BASINS, TYPE 14, >8'-12' DEPTH	1	EA		$22,530.00	$22,530.00	**$17,407.10**	$17,407.10	$30,000.00	$30,000.00
44	611-42.02CATCH BASINS, TYPE 42, >4'-8' DEPTH	2	EA		$11,450.00	$22,900.00	**$11,418.70**	$22,837.40	$14,000.00	$28,000.00
45	701-01.01CONCRETE SIDEWALK (4")	9310	S.F.		**$6.45**	$60,049.50	$9.05	$84,255.50	$7.00	$65,170.00
46	701-02CONCRETE DRIVEWAY	2435	S.F.		**$9.40**	$22,889.00	$15.75	$38,351.25	$11.00	$26,785.00
47	701-02.03CONCRETE CURB RAMP	865	S.F.		$26.65	$23,052.25	$39.35	$34,037.75	**$25.00**	$21,625.00
48	702-01CONCRETE CURB	5	C.Y.		$1,140.00	$5,700.00	**$1,016.10**	$5,080.50	$1,200.00	$6,000.00
49	702-03CONCRETE COMBINED CURB & GUTTER	130	C.Y.		$476.00	$61,880.00	**$372.45**	$48,418.50	$450.00	$58,500.00
50	707-06.03REMOVAL AND RESET FENCE (WOOD FENCE)	83	L.F.		$47.70	$3,959.10	$36.95	$3,066.85	**$25.00**	$2,075.00
51	709-05.05MACHINED RIP RAP (CLASS A-3)	100	TON		**$68.25**	$6,825.00	$92.80	$9,280.00	$78.00	$7,800.00
52	709-05.06MACHINED RIP RAP (CLASS A-1)	114	TON		**$72.01**	$8,209.14	$73.70	$8,401.80	$78.00	$8,892.00
53	709-05.08MACHINED RIP RAP (CLASS B)	60	TON		$80.25	$4,815.00	$122.60	$7,356.00	**$78.00**	$4,680.00
54	712-01TRAFFIC CONTROL	1	L.S.		**$79,540.00**	$79,540.00	$210,950.00	$210,950.00	$300,000.00	$300,000.00
55	712-05.01WARNING LIGHTS (TYPE A)	22	EA		$33.75	$742.50	$28.10	$618.20	**$28.00**	$616.00
56	712-06SIGNS (CONSTRUCTION)	377	S.F.		$14.20	$5,353.40	**$7.30**	$2,752.10	$8.00	$3,016.00
57	712-07.03TEMPORARY BARRICADES (TYPE III)	132	L.F.		$26.50	$3,498.00	**$20.80**	$2,745.60	$22.00	$2,904.00
58	713-11.02PERFORATED/KNOCKOUT SQUARE TUBE POST	369	L.B.		$6.65	$2,453.85	**$5.20**	$1,918.80	$5.50	$2,029.50
59	713-11.21P POST SLIP BASE	13	EA		**$482.00**	$6,266.00	$624.00	$8,112.00	$630.00	$8,190.00
60	713-13.02FLAT SHEET ALUMINUM SIGNS (0.080" THICK)	92	S.F.		$18.90	$1,738.80	**$16.65**	$1,531.80	$17.00	$1,564.00
61	713-16.01CHANGEABLE MESSAGE SIGN UNIT	3	EA		$16,270.00	$48,810.00	**$4,680.00**	$14,040.00	$4,750.00	$14,250.00
62	714-03.03DIRECT BURIAL CONDUIT (3" PVC, SCHEDULE 80)	253	L.F.		$33.75	$8,538.75	**$29.10**	$7,362.30	$30.00	$7,590.00

Line #	Description	QTY	UOM	Estimated	Civil Constructors, LLC		Grade A Construction (Grade A Construction LLC,)		Adams Contracting, LLC	
					Unit	Extended	Unit	Extended	Unit	Extended
63	714-12CONTROL CENTER	1	L.S.		$10,240.00	$10,240.00	**$8,840.00**	$8,840.00	$9,000.00	$9,000.00
64	716-01.21SNOWPLOWABLE RAISED PAVEMENT MARKERS (BI-DIR) (1 COLOR)	17	EA		$120.00	$2,040.00	$260.00	$4,420.00	**$42.00**	$714.00
65	716-02.03PLASTIC PAVEMENT MARKING (CROSS-WALK)	60	L.F.		**$24.10**	$1,446.00	$67.60	$4,056.00	$32.00	$1,920.00
66	716-02.05PLASTIC PAVEMENT MARKING (STOP LINE)	103	L.F.		$30.10	$3,100.30	$31.20	$3,213.60	**$21.00**	$2,163.00
67	716-03.02PLASTIC WORD PAVEMENT MARKING (RXR)	2	EA		$1,140.00	$2,280.00	$780.00	$1,560.00	**$630.00**	$1,260.00
68	716-12.02ENHANCED FLATLINE THERMO PVMT MRKNG (6IN LINE)	5069	L.F.		$1.95	$9,884.55	$1.65	$8,363.85	**$1.25**	$6,336.25
69	717-01MOBILIZATION	1	L.S.		**$53,180.00**	$53,180.00	$250,750.00	$250,750.00	$390,000.00	$390,000.00
70	725-20.42PULL BOX (TYPE B)	8	EA		$2,170.00	$17,360.00	$3,373.50	$26,988.00	**$1,900.00**	$15,200.00
71	740-10.03GEOTEXTILE (TYPE III) (EROSION CONTROL)	558	S.Y.		**$3.40**	$1,897.20	$4.95	$2,762.10	$4.00	$2,232.00
72	740-11.05TEMPORARY SEDIMENT TUBE (24 INCH)	150	L.F.		$7.85	$1,177.50	$12.30	$1,845.00	**$6.00**	$900.00
73	795-01.036IN DIP RESTRAINED JOINT WATER LINE	13	L.F.		$344.00	$4,472.00	**$271.90**	$3,534.70	$350.00	$4,550.00
74	795-01.058IN DIP RESTRAINED JOINT WATER LINE	42	L.F.		$460.00	$19,320.00	**$172.70**	$7,253.40	$390.00	$16,380.00
75	795-01.0912IN DIP RESTRAINED JOINT WATER LINE	1146	L.F.		$297.00	$340,362.00	**$215.60**	$247,077.60	$430.00	$492,780.00
76	795-05.82BORE/JACK 24IN STEEL CASING PIPE - ROCK	67	L.F.		**$1,150.00**	$77,050.00	$3,389.90	$227,123.30	$2,500.00	$167,500.00
77	795-06.05CONNECT TO 8IN WATER LINE	2	EA		$5,560.00	$11,120.00	**$2,355.95**	$4,711.90	$4,900.00	$9,800.00
78	795-06.07CONNECT TO 12IN WATER LINE	3	EA		**$4,740.00**	$14,220.00	$5,403.25	$16,209.75	$5,000.00	$15,000.00
79	795-06.33CUT AND CAP 6IN WATER LINE	2	EA		$3,100.00	$6,200.00	**$902.95**	$1,805.90	$3,000.00	$6,000.00
80	795-06.37CUT AND CAP 12IN WATER LINE	3	EA		$5,140.00	$15,420.00	**$2,353.30**	$7,059.90	$3,000.00	$9,000.00
81	795-08.058IN GATE VALVE ASSEMBLY	2	EA		**$4,380.00**	$8,760.00	$10,316.95	$20,633.90	$5,000.00	$10,000.00
82	795-08.0812IN BUTTERFLY VALVE ASSEMBLY	4	EA		$5,990.00	$23,960.00	**$5,914.70**	$23,658.80	$6,300.00	$25,200.00
83	795-09.013/4IN WATER SERVICE METER ASSEMBLY	2	EA		$2,760.00	$5,520.00	$2,688.20	$5,376.40	**$1,500.00**	$3,000.00
84	795-09.021IN WATER SERVICE METER ASSEMBLY	2	EA		$4,020.00	$8,040.00	$3,137.60	$6,275.20	**$1,800.00**	$3,600.00
85	795-09.283/4IN COPPER SERVICE PIPE	45	L.F.		$155.00	$6,975.00	$91.60	$4,122.00	**$40.00**	$1,800.00
86	795-09.291IN COPPER SERVICE PIPE	70	L.F.		$160.00	$11,200.00	$104.50	$7,315.00	**$46.00**	$3,220.00
87	795-11.02FIRE HYDRANT ASSEMBLY	2	EA		$13,680.00	$27,360.00	$10,588.80	$21,177.60	**$10,000.00**	$20,000.00
88	795-11.04RELOCATE FIRE HYDRANT (ADD ADDITIONAL 6IN SUPPLY LINE)	1	EA		$12,320.00	$12,320.00	$12,918.45	$12,918.45	**$4,000.00**	$4,000.00
89	795-11.12RETIRE IN PLACE EXISTING WATER MAIN	2000	L.F.		**$5.90**	$11,800.00	$12.85	$25,700.00	$15.00	$30,000.00
90	795-12.01REMOVE FIRE HYDRANT	2	EA		$2,610.00	$5,220.00	$2,446.20	$4,892.40	**$500.00**	$1,000.00
91	797-05.518IN PVC GRAVITY SEWER 0FT-6FT DEPTH	242	L.F.		$265.00	$64,130.00	**$132.35**	$32,028.70	$410.00	$99,220.00
92	797-07.0248IN MANHOLE 4FT-6FT DEPTH	2	EA		$11,700.00	$23,400.00	$16,690.10	$33,380.20	**$7,800.00**	$15,600.00
93	797-10.02CONNECT 8IN SEWER TO EXIST. MANHOLE	1	EA		$7,500.00	$7,500.00	$5,663.65	$5,663.65	**$2,100.00**	$2,100.00
94	797-11.39TV INSPECTION	242	L.F.		$14.95	$3,617.90	**$10.00**	$2,420.00	$25.00	$6,050.00
95	801-01SEEDING (WITH MULCH)	21	UNIT		$120.00	$2,520.00	$180.35	$3,787.35	**$60.00**	$1,260.00
96	801-01.07TEMPORARY SEEDING (WITH MULCH)	42	UNIT		$90.00	$3,780.00	$134.90	$5,665.80	**$50.00**	$2,100.00
97	801-03WATER (SEEDING & SODDING)	7	M.G.		$180.00	$1,260.00	$318.25	$2,227.75	**$165.00**	$1,155.00
98	803-01SODDING (NEW SOD)	2200	S.Y.		$10.85	$23,870.00	$7.80	$17,160.00	**$6.50**	$14,300.00
99	COF-1 Utility Record Drawings (See Special Provision FSP100RD)	1	L.S.		**$10,000.00**	$10,000.00	$15,500.00	$15,500.00	**$10,000.00**	$10,000.00
100	COF-2 Project Contingency (Used only as directed by the City of Franklin) (Enter a unit price of $1; system will extend total to $500,000)	5E+05	DOLL		**$1.00**	$500,000.00	**$1.00**	$500,000.00	**$1.00**	$500,000.00
	TOTAL					**$2,941,507.94**		**$3,520,280.75**		**$3,988,427.75**

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) corrected.

Allison Davis

Allison Davis, P.E.
Staff Engineer 2
Date: May 15, 2026

HISTORIC FRANKLIN TENNESSEE

City of Franklin

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

File #: 26-0654

DATE: 5/28/2026

TO: Capital Investment Committee

FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering

SUBJECT:

Capital Projects Dashboard And Status Updates For May 2026

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the status of some of the City's transportation, stormwater, and parks capital projects.

BACKGROUND/STAFF COMMENTS:
To access the live dashboard for the City of Franklin Capital Investment Projects, please go to the following City webpage: https://apps.franklintn.gov/active-projects/

Manually locate the dashboard following the instructions below:

Go to the City of Franklin's main website at: https://www.franklintn.gov/,
Hover your cursor over "**Our City**" or "**Business**",
Click on "**City Projects**",
Click on "**Capital Projects Dashboard**".

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

None

City of Franklin Capital Investment Projects Dashboard

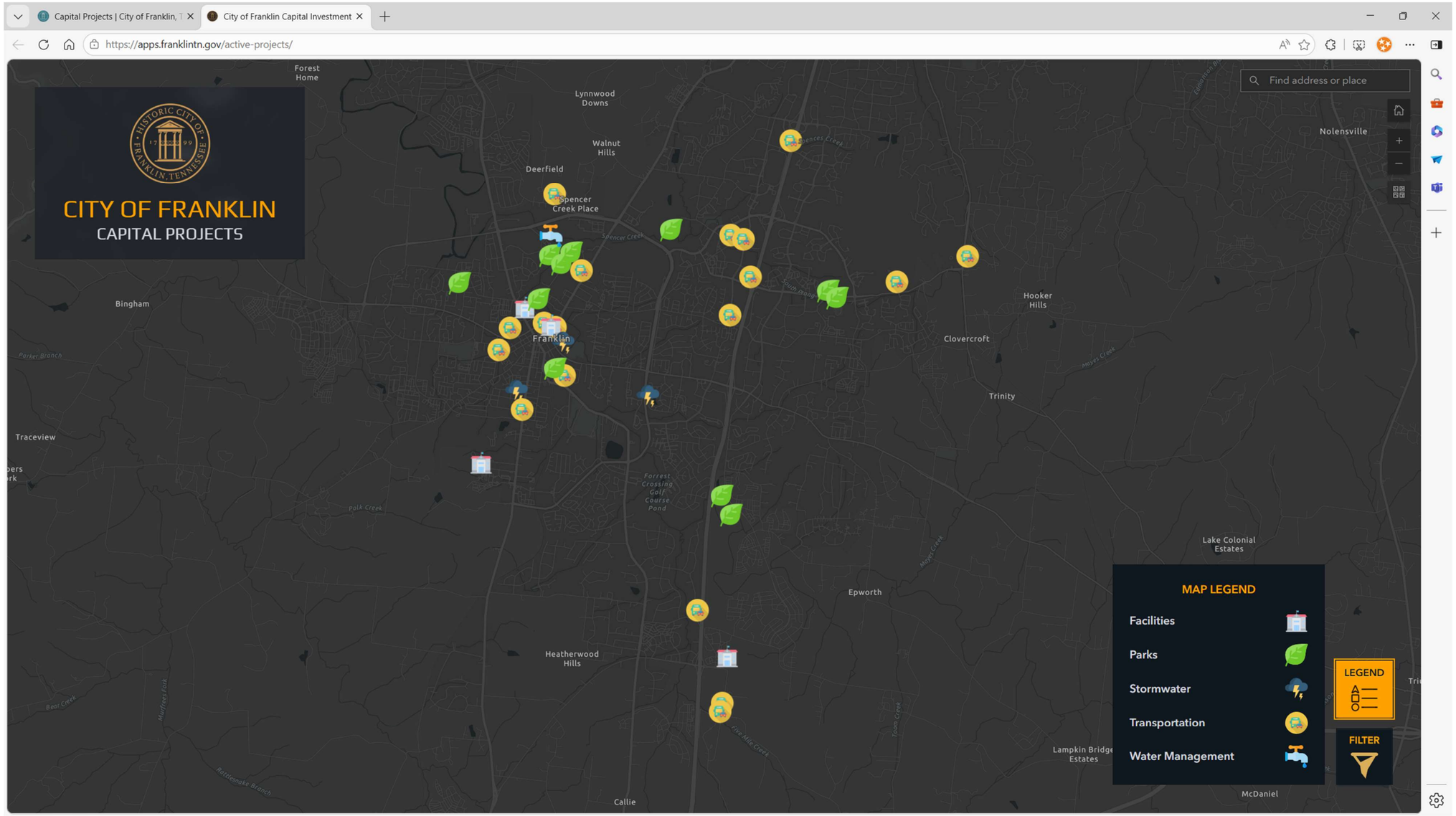


Image Captured from City of Franklin Website on 05/19/2026

Go to www.franklintn.gov >> *Hover* over "Our City" >> *Click* on "City Projects" >> *Click* on "Capital Projects Dashboard"

OR

Go to www.franklintn.gov >> *Hover* over "Business" >> *Click* on "City Projects" >> *Click* on "Capital Projects Dashboard"