City of Franklin

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

Meeting Agenda

Capital Investment Committee

Thursday, August 27, 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

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
   June 25, 2026 Capital Investment Committee

NEW BUSINESS

3. Consideration Of Ordinance 2026-23, An Ordinance To Reduce The Speed Limit On All Public Roadways In The Maplewood Subdivision To Twenty Miles Per Hour (20mph)

   Sponsors: Paul Holzen, David Chang

4. Consideration Of Resolution 2026-63, A Resolution Authorizing The Execution Of COF Contract No. 2026-0191 With Capital City Construction Services, LLC, In The Amount of $1,580,014.22, For The Del Rio Pike Roadway Widening & Culvert Improvements Project

Sponsors: Paul Holzen, Jonathan Marston, Allison Davis

5. Consideration Of DRAFT Resolution 2026-68, A Resolution Declaring Certain Right-Of-Way Located At The End of Buckworth Avenue Between 1010 and 1011 Buckworth Avenue As Surplus

Sponsors: Paul Holzen, Jimmy Wiseman

6. Consideration Of Amendment 2 To COF Contract No. 2018-0242, A Professional Services Agreement With Barge Design Solutions, Inc., For The Columbia Ave Widening And Improvements Project (TDOT PIN 121454.00)

Sponsors: Paul Holzen, Jonathan Marston, William Banks

7. Consideration Of Change Order 1 To COF Contract No. 2026-0178, With Jones Brothers Contractors, LLC For The Construction Of The South Royal Oaks Blvd/Royal Oaks Court Intersection Improvements At SR-397 Mack Hatcher Memorial Parkway For An Increase Of $59,764.82

Sponsors: Paul Holzen, Jonathan Marston, Allison Davis

8. Consideration Of COF Contract No. 2026-0337, With Windstream KDL, Inc. For Right-Of-Way Use Agreement

Sponsors: Paul Holzen

9. Consideration Of DRAFT COF Contract No. 2026-0355, A Utility Relocation Agreement With Middle Tennessee Electric Membership Corporation For The Old Peytonsville Road & Long Lane Bridge & Connector Project In The Estimated Amount Of $173,889.26.

Sponsors: Paul Holzen, Jonathan Marston, William Banks

10. Consideration Of DRAFT Resolution 2026-78, A Resolution To Grant Sewer Availability For 4027 Clovercroft Road (Map 79L, Parcel 50.04)

Sponsors: Michelle Hatcher, Brian Goodwin

11. Consideration Of Final Change Order For COF Contract No. 2024-0105, With Civil Constructors For The South East Park Water Line Extension For An Increase Of 36 Calendar Days And A Decrease Of $415,181.70

Sponsors: Michelle Hatcher

12. Consideration Of Amendment 2 To COF Contract No. 2025-0086, With Gresham Smith For The WTP Improvements — New Hydrochloric Acid Building In The Amount Of $199,836

Sponsors: Michelle Hatcher

13. Consideration Of Change Order 4 To COF Contract No. 2025-0174, With Garney Construction For The Ewingville Drive Emergency 48" FRP Repair Project For An Increase Of 30 Calendar Days

Sponsors: Michelle Hatcher

14. Consideration Of Amendment 1 To COF Contract No. 2025-0251, With C&T Engineering And Inspection For The Ewingville 48" FRP Emergency Repair In The Amount Of $59,210

Sponsors: Michelle Hatcher

15. Capital Projects Dashboard And Status Updates For August 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.

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

City of Franklin

Meeting Minutes

Capital Investment Committee

Thursday, June 25, 2026 | **3:30 PM** | **Williamson County Auditorium**

CALL TO ORDER
Chair Beverly Burger called the meeting to order at 03:30 PM

Board Members Present: Brandy Blanton, Patrick Baggett, Alderman Potts, Beverly Burger

Board Members Absent:

Staff Present: Walter Denton, Paul Holzen, Jonathan Marston, Michelle Hatcher, Sarah Schilling

SETTING OF THE AGENDA

1. **Consideration Of Changes In Agenda And Setting The Agenda**
Sponsors:

A motion was made by Vice Chair Patrick Baggett, seconded by Alderman Brandy Blanton to Approve the Agenda as Submitted. The motion passed 4-0.

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.

Gregg Lawrence, Williamson County Commissioner (District 4), was in attendance to discuss developments off of Clovercroft Road.

APPROVAL OF MINUTES

2. **Consideration Of Approval Of Minutes**
May 28, 2026 Capital Investment Committee
Sponsors:

A motion was made by Alderman Brandy Blanton, seconded by Vice Chair Patrick Baggett to Approve the May 28, 2026 Capital Investment Committee Minutes. The motion passed 4-0.

NEW BUSINESS

3. **Consideration Of Amendment 2 To COF Contract No. 2022-0289, With CDM Smith For The Franklin Water Reclamation Facility Post Expansion Upgrades For A Decrease Of $206,262**

Sponsors: Michelle Hatcher

A motion was made by Alderman Jason Potts, seconded by Vice Chair Patrick Baggett to Recommend Approval of the Contract Amendment to the Board of Mayor and Aldermen. The motion passed 4-0.

4. **Consideration Of COF Contract No. 2026-0084, Annexation Agreement With Marc And Deidre Locke At 418 Cotton Lane (Map 51, Parcel 18.00)**

Sponsors: Michelle Hatcher, Brian Goodwin

A motion was made by Alderman Jason Potts, seconded by Vice Chair Patrick Baggett to Recommend Approval of the Contract to the Board of Mayor and Aldermen. The motion passed 4-0.

5. **Consideration Of COF Contract No. 2026-0085, Sewer Availability Agreement With Marc And Deidre Locke At 418 Cotton Lane (Map 51, Parcel 18.00)**

Sponsors: Michelle Hatcher, Brian Goodwin

A motion was made by Vice Chair Patrick Baggett, seconded by Alderman Brandy Blanton to Recommend Approval of the Contract to the Board of Mayor and Aldermen. The motion passed 4-0.

6. **Consideration Of Amendment 1 To COF Contract No. 2020-0141, With Southern Land Company, LLC For Road Impact Fee Reimbursement Agreement**

Sponsors: Paul Holzen, Jimmy Wiseman

A motion was made by Alderman Brandy Blanton, seconded by Alderman Jason Potts to Recommend Approval of the Contract Amendment to the Board of Mayor and Aldermen. The motion passed 4-0.

7. **Consideration Of Amendment 1 To COF Contract No. 2021-0247, With Poplar Farms, LLC For Road Impact Fee Reimbursement Agreement**

Sponsors: Paul Holzen, Jimmy Wiseman

A motion was made by Vice Chair Patrick Baggett, seconded by Alderman Jason Potts to Recommend Approval of the Contract Amendment to the Board of Mayor and Aldermen. The motion passed 4-0.

8. **Capital Projects Dashboard And Status Updates For June 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 4-0.

Meeting Adjourned @ 03:52 PM

_____

Beverly Burger, Chair

DRAFT Minutes Prepared by Sarah Schilling, Sr. Deputy City Recorder - City Recorder's Office - 6/26/26, 7:44 AM

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 #: 26-0987

DATE: 8/27/2026

TO: Capital Investment Committee

FROM: Paul Holzen, Director of Engineering
David Chang, Traffic Engineer

SUBJECT:

Consideration Of Ordinance 2026-23, An Ordinance To Reduce The Speed Limit On All Public Roadways In The Maplewood Subdivision To Twenty Miles Per Hour (20mph)

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ordinance 2026-23

BACKGROUND/STAFF COMMENTS:

The City of Franklin received a request to reduce the speed limit within the Maplewood Subdivision from 25 mph to 20 mph. This request is supported by the Maplewood HOA as well as numerous neighborhood residents who have expressed concerns about vehicle speeds in the area. An engineering review of roadway conditions, including sight-distance and neighborhood context, indicates that the lower speed limit is appropriate and will enhance overall public safety. The proposed reduction aligns with efforts to improve safety on local streets and respond to community feedback.

FINANCIAL IMPACT:

The financial impact of the proposed speed limit reduction within the Maplewood Subdivision is expected to be minimal. Any required updates, including signage replacement or installation, will be funded through the Street Department's annual operating budget. No additional appropriations or capital expenditures are anticipated, and the work can be completed using existing resources and staff capacity.

RECOMMENDATION:

Staff recommends that Ordinance 2026-23 be recommended to the Board of Mayor and Aldermen for approval.

ORDINANCE 2023-26

AN ORDINANCE TO REDUCE THE SPEED LIMIT ON ALL PUBLIC ROADWAYS IN THE MAPLEWOOD SUBDIVISION TO TWENTY MILES PER HOUR (20 MPH)

WHEREAS, in order to promote the health, safety, prosperity, and general welfare of the people of Franklin, Tennessee, the Board of Mayor and Aldermen is authorized to prescribe regulations and standards to streets within the City; and

WHEREAS, the City of Franklin Engineering Department received a request to change the speed limit in the Maplewood Subdivision, as shown in Exhibit A, from twenty-five miles per hour (25 mph) to twenty miles per hour (20 mph)*;* and

WHEREAS, all streets within the Maplewood Subdivision as shown in Exhibit A are classified as Local Street within the City's Major Thoroughfare Plan; and

WHEREAS, the Maplewood Homeowners Association (HOA) and residents have successfully petitioned its property owners in support of the twenty miles per hour (20 mph) speed limit request; and

WHEREAS, engineering principles and judgments related to points and sight distance provide justification for reducing the speed limit from twenty-five miles per hour (25 mph) to twenty miles per hour (20 mph); and

WHEREAS, the Board of Mayor and Aldermen find that this action to be in the best interest of the City.

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

SECTION I. That the speed limit for the Maplewood Subdivision as shown in Exhibit A be decreased from twenty-five miles per hour (25 mph) to twenty miles per hour (20 mph) for both directions of travel.

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

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

ATTEST:

By: _____
Cayce Anderson
City Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Law Dept approved 07.31.26

Approved as to form by:

_____
William E. Squires
Deputy City Attorney

PASSED FIRST READING _____

PASSED SECOND READING: _____

Exhibit A

Maplewood Subdivision outlined in red



Maplewood: Petition to Reduce Speed Limit to 20 mph

Already Signed?	Signed	Homeowner	Last Name	Street No	Street Name	Date	Signature
Declined		Frank X. Murphy Virginia J. Murphy	Murphy	107	AMY COURT		
		Charles Lynn Crew Margaret Irwin Crew (Rental Prop)	Crew	108	AMY COURT		
		Georgeanna M. Irwin	Irwin	109	AMY COURT		
		Jonathan K. Ward Emily B. Ward	Ward	110	AMY COURT	x 5/27/26	x
		Jon F. Holloway Shannon C. Holloway	Holloway	700	BRANCH COURT	x 6-9-26	
		David R. Wright Lisa K. Wright	Wright	701	BRANCH COURT		
		Claudia J. Finnegan	Finnegan	704	BRANCH COURT	x 6-7-26	x
		Rozelle Hughes	Hughes	705	BRANCH COURT	6/18/26	
		William L. Harrison Emily B. Harrison	Harrison	708	BRANCH COURT	x 6-7-26	x
		~~Britannia Partners Llc.~~ DeLeon Victor Anastasia	[illegible]	700	COOL SPRINGS COURT	x 5/30	x
		Steven W. Campbell Simone M. Campbell	Campbell	701	COOL SPRINGS COURT	x 6/8	x
		Tasia Treimer (Rental Prop)	Treimer	704	COOL SPRINGS COURT		
		Greg S. Mashburn Vickie H. Mashburn (Rental Prop)	Mashburn	705	COOL SPRINGS COURT		
		Tyler A. Cole Sallie Cole	Cole	707	COOL SPRINGS COURT	x 6/6/26	x
		Ethan Stamm Anna Rodeslier	Rodeslier	202	CRESTLAWN PLACE	x 6/14/26	x
		Valerie L. Kane	Kane	203	CRESTLAWN PLACE	x 6/19/26	x
		Arthur Guenard	Guenard	204	CRESTLAWN PLACE	6/16/26	
		John F. Pena Zorania L. Riascos-florez (Rental Prop)	Riascos-florez	205	CRESTLAWN PLACE		
		Michael S. Greenberg Jennifer E. Greenberg	Greenberg	100	CRESTVIEW COURT		
		John Mark Hartley	Hartley	101	CRESTVIEW COURT	x	
Declined		Thomas N. Church Rebecca L. Jones	Jones	102	CRESTVIEW COURT		
		Russell Womack	Womack	204	JENNETTE PLACE		
DND		Leah Hackenson-Allers	Hackenson-Al	205	JENNETTE PLACE		
		Steven R. Kimmel Rental	Kimmel	208	JENNETTE PLACE		
		Katie Lea Keele	Keele	209	JENNETTE PLACE	6/16/26	Katie Keele
		Glenn Johnson Sarah Joyce Johnson (N. Home)	Johnson	212	JENNETTE PLACE		
		Michael S. Rucker Shammy Bea Rucker	Rucker	213	JENNETTE PLACE		
	NO	Catherine L. Clark	Clark	215	JENNETTE PLACE		
		Robert A. Ratcliff Joan J. Ratcliff	Ratcliff	216	JENNETTE PLACE	6/16/26	Joan J Ratcliff
		Milinda J. Kurts	Kurts	217	JENNETTE PLACE		
		Molly Michelle Elefante	Elefante	219	JENNETTE PLACE	x 6/6/26	x
		220 Jennette Place Trust	Trust	220	JENNETTE PLACE		
		Richard Jordan	Jordan	223	JENNETTE PLACE		
C Brookdale		George Glen Burgess Betty C. Burgess (N. Home)	Burgess	224	JENNETTE PLACE		
		Jennifer Lee	Lee	301	JENNETTE PLACE		
		Duncan F. Kimbro Susan Mary Conrad Kimbro	Kimbro	201	JULIA COURT	x 6/6/26	x
		Brent Phelps Jessica Phelps (Rental Prop)	Phelps	202	JULIA COURT	x	x
		Tyler Rund Kylie-Lynn Rund	Rund	203	JULIA COURT	6/8/26	
Refused		Marie Moore Strawn	Strawn	206	JULIA COURT		
		D Spencer Zachry Janet B. Zachry	Zachry	207	JULIA COURT		
		SFR JV-1 PROPERTY LLC (Rental Prop)	LLC	210	JULIA COURT		
Rental / Refused R		Joe Bob Barnhill Sue G. Barnhill	Barnhill	211	JULIA COURT		
		Mark Carol Devito Vicki Devito (Rental Prop)	Devito	214	JULIA COURT		
		Kristine Tallent	Tallent	215	JULIA COURT	x 6/9/26	Kristine Tallent Brock
		Kelli Ann Miller Travis John Miller	Miller	219	JULIA COURT	6/20/26	
		Jose C. Milholi Debra S. Cook	Cook	220	JULIA COURT	x 6/8/26	x
		The Robert and Victoria Shepner Family Trust	Trust	222	JULIA COURT	x 6/10/26	

By signing and dating, I request the Maplewood HOA Board submit a petition for reduced speed limit to 20 mph in Maplewood Subdivision.

Maplewood: Petition to Reduce Speed Limit to 20 mph

Already Signed?	Signed	Homeowner	Last Name	Street No	Street Name	Date	Signature
		Richard J. Scaglione Virginia A. Scaglione	Scaglione	223	JULIA COURT	6/1/26	
		William C. Mcafee Jr. (Rental Prop)	Jr.	224	JULIA COURT		
		Martin Shaw Kristen Shaw	Shaw	605	LAUREL COURT	6/23/26	
		Cheryl Wood	Wood	608	LAUREL COURT		
		Alexander Lake Alyssa Campbell	Campbell	609	LAUREL COURT	6/12/26	
		Paul R. Barney Alyssa M. Barney	Barney	611	LAUREL COURT		
		Dwight O. Brock Judith A. Brock	Brock	500	MAPLEGROVE COURT		
		Kari Jean Kuefler Joel Jimenez Cabezas	Cabezas	501	MAPLEGROVE COURT	6/23/26	
		Philip K T Chieng Catherine E. Chieng	Chieng	504	MAPLEGROVE COURT	5/30/26	
		Jennifer Mcclure Christopher Shane Mcclure	Mcclure	505	MAPLEGROVE COURT	6/30/26	
		Heather Easterday	Easterday	508	MAPLEGROVE COURT	6/29/26	
		Gregory H. Wessels	Wessels	509	MAPLEGROVE COURT		
		Mario Vizuet Nicollette Vizuet	Vizuet	403	MAPLEGROVE DRIVE	5/30/26	
		Steven W. Novak Jennifer E. Walsh	Walsh	405	MAPLEGROVE DRIVE		
		Larry W. Philo Stephanie L. Philo	Philo	407	MAPLEGROVE DRIVE	6-23-26	
		Joshua Bolin Henrick	Henrick	411	MAPLEGROVE DRIVE	6/23/26	
		Kyle Lessmiller Allie Lessmiller	Lessmiller	412	MAPLEGROVE DRIVE	6/19/26	
		Joseph B. Cuomo Christine Cuomo	Cuomo	415	MAPLEGROVE DRIVE	6/20/26	
		Michael E. Wesson Linda W. Wesson	Wesson	416	MAPLEGROVE DRIVE	6/11/26	
		Damon Miltner	Miltner	420	MAPLEGROVE DRIVE	5/30/26	
		Steven Marcantonio Carrie Hendrica Marcantonio	Marcantonio	422	MAPLEGROVE DRIVE	6/9	
		Erika D. Grundstrom Robert Edward Carroll Iv	Iv	426	MAPLEGROVE DRIVE	5/30/26	
		Robert Mogan Diane E. Mogan	Mogan	429	MAPLEGROVE DRIVE	6/20/26	
		Scott E. Phillips Bryanna K. Phillips	Phillips	430	MAPLEGROVE DRIVE	6/20/26	
	NO	Dana Lewis Guy	Guy	434	MAPLEGROVE DRIVE		
		Michael Dixon Anne Dixon	Dixon	437	MAPLEGROVE DRIVE	6/20/26	
		Natalie E. Penland	Penland	504	MAPLEGROVE DRIVE	6/20/26	
		Joshua Bolin Henrick	Henrick	505	MAPLEGROVE DRIVE	6/9/26	
		Try Properties, GP	GP	506	MAPLEGROVE DRIVE		
		Maurice K. Grizzell Caterina S. Grizzell	Grizzell	507	MAPLEGROVE DRIVE		
		Timothy Ferguson Tracey Ferguson	Ferguson	508	MAPLEGROVE DRIVE	6/8/26	
		Derek Lewis Gena Lewis	Lewis	510	MAPLEGROVE DRIVE	6/23/26	
		Walter L. Walker Linda L. Walker	Walker	512	MAPLEGROVE DRIVE		
		Michael E. Tant Dianne M. Tant	Tant	513	MAPLEGROVE DRIVE	6/20/26	
		James Nunnery Danielle L. Nunnery	Nunnery	514	MAPLEGROVE DRIVE	6/10/26	
		Jerry W. Barnette	Barnette	517	MAPLEGROVE DRIVE	6/11/26	
		Emily S. Guess	Guess	518	MAPLEGROVE DRIVE		
		More Rare Air, Llc.	Llc.	521	MAPLEGROVE DRIVE		
		Victor H. Pickle Iii	Iii	522	MAPLEGROVE DRIVE		
		John F. Szabo Mary Ann Szabo	Szabo	525	MAPLEGROVE DRIVE		
		Elliot M. Dassow (Sold to Connor/Kaylie)	Dassow	526	MAPLEGROVE DRIVE	6-23	
		Stanley R. Vowell Nina N. Vowell	Vowell	529	MAPLEGROVE DRIVE	6-23	
		Irene Kelly	Kelly	530	MAPLEGROVE DRIVE	6/8/26	
		Stephen A. Guppy Rinannon Guppy	Guppy	533	MAPLEGROVE DRIVE	6/10/26	
		John T McCreery V Dana E McCreery	McCreery	534	MAPLEGROVE DRIVE	6/23/26	
		Julie Benavides	Benavides	537	MAPLEGROVE DRIVE		
		Nicholas A Collins Christa Collins	Collins	538	MAPLEGROVE DRIVE	6/9/26	

By signing and dating, I request the Maplewood HOA Board submit a petition for reduced speed limit to 20 mph in Maplewood Subdivision.

Already Signed?	Signed	Homeowner	Last Name	Street No	Street Name	Date	Signature
		Daniel Magnino Kelly Magnino	Magnino	541	MAPLEGROVE DRIVE	x 5/30	x
		Chad Williams Heather Williams	Williams	542	MAPLEGROVE DRIVE	x 6/6	x
		Erik Monge Lucy Monge	Monge	544	MAPLEGROVE DRIVE	x 6/7/20	x
		Grady Oakley Rachel Oakley	Oakley	546	MAPLEGROVE DRIVE	6/20/20	
		Stephen L Holmes Terry A Holmes	Holmes	548	MAPLEGROVE DRIVE		
		Chris Boles	Boles	549	MAPLEGROVE DRIVE	x 5/29	x
		Timothy D. Combs Dolly Combs	Combs	550	MAPLEGROVE DRIVE	6/20/20	
		Herman Tillman Jr Trust FBO Lauren Watson	Watson	400	MAPLEWOOD DRIVE	6.16.24	
		Raymond A. Cruz Blandina Vergara-cruz	Vergara-cruz	401	MAPLEWOOD DRIVE		
		Joe F. Askins Catherine S. Askins	Askins	402	MAPLEWOOD DRIVE	6-14	
		Nathan Romberg	Romberg	403	MAPLEWOOD DRIVE	x 5/30	
		Randall W. Cothron Jr. Janet S. Cothron	Cothron	405	MAPLEWOOD DRIVE	6/14	
		William David Brooks Jennifer M. Brooks	Brooks	407	MAPLEWOOD DRIVE	x 6/13	x
		Scarlett Bond Pierce	Pierce	408	MAPLEWOOD DRIVE	x 6/10/26	x
		James B Welch Shannon M MacLachlan	MacLachlan	411	MAPLEWOOD DRIVE	x 6/7/20	x
		Alan M. Hall Bridget L. Hall	Hall	412	MAPLEWOOD DRIVE	x 6/2	x
		Larry L. Hollis	Hollis	415	MAPLEWOOD DRIVE		
		Joyce T. Freeze	Freeze	416	MAPLEWOOD DRIVE	x 6/9	x
		Elena W. Espiritu Rodney M. Espiritu	Espiritu	419	MAPLEWOOD DRIVE	x 5/30	
		Charles Lynn Crew Margaret Irwin Crew	Crew	420	MAPLEWOOD DRIVE	x 6/10	x
		Bennett R. Shewmake Sarah Ellen Shewmake	Shewmake	423	MAPLEWOOD DRIVE	x 5/30	x
		Daniel Jordan Green Amanda Doyle Green	Green	424	MAPLEWOOD DRIVE	x 5/30	x
		David D. Underwood Sarah C. Underwood	Underwood	400	SHADYCREST LANE		
		Richard Gray Brasher Sarah Brasher	Brasher	401	SHADYCREST LANE	x 6/11	x
		Ryan Smith Amy Smith	Smith	404	SHADYCREST LANE	x 6/12	x
		Nicholas I. Rainey Ashley M. Rainey	Rainey	405	SHADYCREST LANE	x 6/12	
		Thomas Blaine Summers	Summers	408	SHADYCREST LANE	x 6/12/26	x
	?	Luke J. Nuber Krista W. Nuber	Nuber	409	SHADYCREST LANE		
		Michele L. Christy (Rental Prop)	Christy	412	SHADYCREST LANE		
		Michael S. Rucker Shammy Bea Rucker	Rucker	413	SHADYCREST LANE		
		Nathaniel Farro Callie Farro	Farro	500	SHADYCREST LANE	x 5/29	x
		Ryan M. Vanzee Ashley D. Hathcox rental	Hathcox	501	SHADYCREST LANE		
	NO	Charlotte A. Hicks	Hicks	504	SHADYCREST LANE		
		Catherine Rolen	Rolen	505	SHADYCREST LANE		
	NO	STEPHEN LIND SUZIE LIND	LIND	508	SHADYCREST LANE		
		Jack W. Mccullough Penny K. Mccullough	Mccullough	509	SHADYCREST LANE		
		John David Denton Andrea Brock Denton	Denton	512	SHADYCREST LANE	x 6/12	x
		Alfred Pistole Caroline Pistole (Rental Prop)	Pistole	513	SHADYCREST LANE		
		John L Sullivan Sansha R Sullivan	Sullivan	516	SHADYCREST LANE	x 6/9/26	x
		Christopher A. Holz Kaci M. Holz	Holz	517	SHADYCREST LANE	x 6/10/26	x
		James W. Kendall Carole A. Kendall	Kendall	520	SHADYCREST LANE	6/16/26	
		Christopher Reinhardt	Reinhardt	521	SHADYCREST LANE	6/16/26	
		1st Anderson Nashville, Llc.	Llc.	524	SHADYCREST LANE		
		Michael Moore	Moore	525	SHADYCREST LANE	x 6/11/26	x
		Christopher G. Dettioff Cara L. Dettioff	Dettioff	528	SHADYCREST LANE	6/16/2026	
		Walter Rivera Elda Beckham	Beckham	532	SHADYCREST LANE	x 6/11/26	x
Refused (dogs?)		Mary T. Loftus Robert W. Barrett	Barrett	600	SHADYCREST LANE		

By signing and dating, I request the Maplewood HOA Board submit a petition for reduced speed limit to 20 mph in Maplewood Subdivision.

Maplewood: Petition to Reduce Speed Limit to 20 mph

Already Signed?	Signed	Homeowner	Last Name	Street No	Street Name	Date	Signature
		Jackson H. Lind Gayle M. Lind	Lind	601	SHADYCREST LANE		
		Daniel Sokol	Sokol	604	SHADYCREST LANE	x 6/9/26	x Daniel Sokol
		Dennis Shane Anglin	Anglin	608	SHADYCREST LANE		
		Rachel Duncan Matthew Duncan	Duncan	609	SHADYCREST LANE	x 6/6	x
		Jeremiah Cox Miranda Cox	Cox	612	SHADYCREST LANE	x 6/2	x
		Amanda Satcher	Satcher	613	SHADYCREST LANE	x 6/8/26	x Amanda Satcher
		David Furlong Michelle Furlong	Furlong	616	SHADYCREST LANE	6/07	
		Donald A. Atkinson Betty D. Atkinson	Atkinson	617	SHADYCREST LANE	x 6/6	x
		Jonathan Howard Tracey Howard	Howard	620	SHADYCREST LANE	x 6/21	x
Refused		Joel T. Hester Tracey L. Hester	Hester	621	SHADYCREST LANE	x	x
		Michael Meulemans Alice S. Meulemans	Meulemans	624	SHADYCREST LANE	x 6/12	x
		Michael Steven Salyer Melissa Marie Salyer	Salyer	628	SHADYCREST LANE	x 5/30	x
		Paul D. Bennett Alison W. Bennett	Bennett	700	SHADYCREST LANE	x 6/17/26	x
		Casey B. Potts Elizabeth Potts	Potts	701	SHADYCREST LANE	x 6/11	x
		Walter D. Miller Marsha J. Miller	Miller	704	SHADYCREST LANE	x 6/10	x
		Donald R. Stacy Sue K. Stacy	Stacy	705	SHADYCREST LANE		
		Christi L. Granstaff	Granstaff	707	SHADYCREST LANE	x 5/30/26	x
		Norman Buhl Cherry Bilyeu Buhl	Buhl	708	SHADYCREST LANE	x 6/10/26	x
		Kevin P. Cullen Melinda B. Cullen	Cullen	711	SHADYCREST LANE	x 6/12/26	x
Refused		Cynthia R. Jenkins	Jenkins	715	SHADYCREST LANE		
		Donna L. Cummings	Cummings	718	SHADYCREST LANE	x 6-13-26	x
		Faith B. Parrish	Parrish	719	SHADYCREST LANE	x 6-12-26	x
		Katherine E Crocker Nicholas D Crifasi	Crifasi	720	SHADYCREST LANE	5-30-26	
		John W Goering	Goering	722	SHADYCREST LANE	x 6-12-26	x
		John Auxier Ruby & Jerrad Auxier	Auxier	723	SHADYCREST LANE		
		Sarah Hinton Lancaster Mitchell Lancaster	Lancaster	725	SHADYCREST LANE	x 6-6-26	x
Will sign out of town		Luke Frauhiger	Frauhiger	726	SHADYCREST LANE		
		Glenda Nolan Daniel	Daniel	730	SHADYCREST LANE	x 6-6-26	x
		Garrett Richardson Megan Richardson	Richardson	401	SUGARTREE LANE	x 6/2/26	x
		Brandon Burdette Michael Marks	Marks	402	SUGARTREE LANE	x 6/2/26	x
		Ronald Wilson Rosemarie Wilson	Wilson	404	SUGARTREE LANE	6-7-26	
		Janet Cruz Melanie Jarzynka	Jarzynka	405	SUGARTREE LANE	x 6/9/26	x
		Anthony Lanier Hayes, Trust	Trust	406	SUGARTREE LANE	6/20/26	
		Kristy M. Ansari Sharif Ansari	Ansari	408	SUGARTREE LANE	x 6/12/26	x
		Lynne P Hallock	Hallock	409	SUGARTREE LANE		
		Douglas A. Griffin Sheryl L. Griffin	Griffin	413	SUGARTREE LANE	x 6/6/26	x
		James J. Holloway Evelyn F. Holloway	Holloway	417	SUGARTREE LANE	x 6-7-26	x
		Erin Henrick Josh Henrick	Henrick	505	SUGARTREE LANE	x 6-10	x
		Kenneth Hogge Jr Jordan Hogge	Hogge	508	SUGARTREE LANE	6/10/26	
*		Kelly Baron Pickel Laura Pickel	Pickel	509	SUGARTREE LANE	x 5-30-26	x
		Benjamin Joseph Zeidman Rachel Shaw Zeidman	Zeidman	512	SUGARTREE LANE		
		Reuben D. Dickenson rental	Dickenson	513	SUGARTREE LANE		
	NO	Margaret Thessin	Thessin	516	SUGARTREE LANE		
		Patricia Hollister John David Hollister	Hollister	517	SUGARTREE LANE	6/20/26	
Declined		Myrna Martin	Martin	521	SUGARTREE LANE		
		Carol J. Kelso Virginia M. Isaacs	Isaacs	524	SUGARTREE LANE		
		Stephen Scott Bowden II Janet N. Bowden	Bowden	525	SUGARTREE LANE	x 6/9/26	x

By signing and dating, I request the Maplewood HOA Board submit a petition for reduced speed limit to 20 mph in Maplewood Subdivision.

4

Already Signed?	Signed	Homeowner	Last Name	Street No	Street Name	Date	Signature
		Rickey R. Wornell Linda B. Wornell	Wornell	528	SUGARTREE LANE		
		Shirley Gillett-nickel	Gillett-nickel	529	SUGARTREE LANE		
		Richard Hilicki Mary C. Hilicki renter	Hilicki	532	SUGARTREE LANE	x	x
		Justin L. Calabrace Stephanie B. Calabrace	Calabrace	533	SUGARTREE LANE	x	x
		JAMES O'SULLIVAN CLARKE IV AMY HAILE CLARKE	CLARKE	537	SUGARTREE LANE	x6/8/26	x Amy H. Clarke
		Patrick L. Rich Bethany E. Rich	Rich	600	SUGARTREE LANE	6/16/26	x Patrick Rich
	NO	Tim Pardue 2015 Dynasty Trust Joyce Evelyn Pardue	Pardue	604	SUGARTREE LANE		
		Jonathan Daniel Melton Bethany R. Melton	Melton	605	SUGARTREE LANE	6/21/26	
		Deborah R. Combos	Combos	608	SUGARTREE LANE		
		Dana R, Jones (Sold)	Jones	609	SUGARTREE LANE		
		Luke Myszka Allison Myszka	Myszka	612	SUGARTREE LANE	x6/8/26	x
Baxter		Nicolas P Bollen Sharon Bollen	Bollen	613	SUGARTREE LANE		
		Shanor Fam Trust	Trust	616	SUGARTREE LANE	x6/9/26	x
		Richard O Seibold Rachel B Seibold	Seibold	617	SUGARTREE LANE	x05/20	x
		Jane L. Mccreary	Mccreary	620	SUGARTREE LANE		
		Carla Rae Davis	Davis	621	SUGARTREE LANE		
		Phillip R. Wallace	Wallace	624	SUGARTREE LANE	x6/21/26	x
		James M. Warf	Warf	625	SUGARTREE LANE		
		Christopher M. Henson Patricia T. Henson	Henson	628	SUGARTREE LANE	x6-2-26	x
		Sarah Vanwormer Timothy Vanwormer	Vanwormer	629	SUGARTREE LANE		
		Carol Baker	Baker	632	SUGARTREE LANE	x	x
		Stacy Leroy Lynn Debra R. Lynn	Lynn	633	SUGARTREE LANE	x6/11/26	x
? Might be		Jeffrey W. Evans Angela M. Evans	Evans	637	SUGARTREE LANE		
		Robert E. Baxter Terri A. Baxter	Baxter	641	SUGARTREE LANE	x6/9/26	x
		Emily W. Hudson	Hudson	704	SUGARTREE LANE	x6/9/26	x
		Neal Austin Thompson Laura Eschbach Thompson	Thompson	705	SUGARTREE LANE	x6/9/26	x
		Steven A Mook	Mook	708	SUGARTREE LANE	6/2/26	
		Charles T. Sanford	Sanford	709	SUGARTREE LANE	x6/2/26	x
		Josh Miles Shelby Miles	Miles	713	SUGARTREE LANE	x6/2/26	
		John T. Ruzicka Kristen R. Ruzicka	Ruzicka	555	WATSON BRANCH DR	x6/13/26	x
		William N. Archie Iv Beth L. Archie	Archie	550	WATSON BRANCH DRIVE	x6/2/26	x
		John Swanson Whitney Swanson	Swanson	551	WATSON BRANCH DRIVE	x6/6/26	x
		Scott L. Miller Jodi A. Miller	Miller	554	WATSON BRANCH DRIVE	x6/9/26	x
		Kenneth L. Mounts Susan H. Mounts	Mounts	556	WATSON BRANCH DRIVE	x6/11/26	x
		Andrew B. Furmanek Crystal N. Furmanek	Furmanek	558	WATSON BRANCH DRIVE	6/10/26	
		Lee A. Hanson Alison B. Hansen	Hansen	559	WATSON BRANCH DRIVE	x6/11/26	x
		Jeffrey B. Barnes Tracy C. Barnes	Barnes	560	WATSON BRANCH DRIVE	x6/9/26	x
		Zachary Scott Preston Megan Preston	Preston	562	WATSON BRANCH DRIVE	x6/10/26	x
		Jo Denise Brummitt Randall Brummitt	Brummitt	563	WATSON BRANCH DRIVE	x6-11-26	x
		Troy R. Blann Jr. Barbara Sue Blann	Blann	564	WATSON BRANCH DRIVE	x6-8-26	x
		Abbi Waldrup Sherry Patrick Oliver Sherry	Sherry	565	WATSON BRANCH DRIVE	5/30/26	
		Anne H. Dixon Philip Dixon	Dixon	566	WATSON BRANCH DRIVE	x6/8/26	x
		Michael Ferraro Marissa Ferraro	Ferraro	568	WATSON BRANCH DRIVE	x6/11	x
		Jason L. Potts Amy L. Potts	Potts	615	WATSON BRANCH DRIVE	x6/13/26	x
		Mary Louise Nordhoff	Nordhoff	616	WATSON BRANCH DRIVE	x6/12	x
		Michael C Winfree Cari A Winfree	Winfree	617	WATSON BRANCH DRIVE	x6/6/26	x
	declined	Douglas N. Arnold Holly F. Arnold	Arnold	618	WATSON BRANCH DRIVE		

By signing and dating, I request the Maplewood HOA Board submit a petition for reduced speed limit to 20 mph in Maplewood Subdivision.

Already Signed?	Signed	Homeowner	Last Name	Street No	Street Name	Date	Signature
		Thomas M. Johnson Carolyn M. Johnson	Johnson	619	WATSON BRANCH DRIVE		
		Samuel Skare	Skare	620	WATSON BRANCH DRIVE	5/30	
		Jose A. Arredondo	Arredondo	621	WATSON BRANCH DRIVE	6/3/10	
		Dave Chad Czayka	Czayka	623	WATSON BRANCH DRIVE	6/10	
		LaDon Granstaff Jenny Marshall	Marshall	624	WATSON BRANCH DRIVE	6/10	
		Melissa Bradford	Bradford	625	WATSON BRANCH DRIVE	6/10	
		Andrew C. Beauchamp Elizabeth C. Beauchamp	Beauchamp	626	WATSON BRANCH DRIVE		
		Joe Wanek	Wanek	628	WATSON BRANCH DRIVE	5/30	
		Lindsay White	White	629	WATSON BRANCH DRIVE	6/10	
		Andrea Ricke Arnold Dean M Arnold	Arnold	630	WATSON BRANCH DRIVE	6/10	
		James J. Kilton Christine Kilton	Kilton	631	WATSON BRANCH DRIVE	6/10	
		Jason R. Black Robin L. Black	Black	634	WATSON BRANCH DRIVE	6/10	
		Michael L. Armendariz Karyn A. Armendariz	Armendariz	635	WATSON BRANCH DRIVE		
		Nancy Gardner Ronald Gardner	Gardner	636	WATSON BRANCH DRIVE	6/7/24	
Declined		James E. Craig Jr. Erin W. Craig	Craig	637	WATSON BRANCH DRIVE		
		David L. Furlong Michelle D. Furlong	Furlong	638	WATSON BRANCH DRIVE	6/02	
		Austin Neel	Neel	640	WATSON BRANCH DRIVE	6/7/24	
		Travis Ballard Elaine C. Ballard	Ballard	641	WATSON BRANCH DRIVE	6/7/24	
		Sherrie L. Sexton	Sexton	642	WATSON BRANCH DRIVE		
		Gabriel Krimm Tiffany Tassin	Tassin	645	WATSON BRANCH DRIVE	6/8/24	
		Philip F. Newman Robin B. Newman	Newman	646	WATSON BRANCH DRIVE	6/7/24	
		Billy Joe Rook Jr Michelle R. Rook	Rook	648	WATSON BRANCH DRIVE	6/7/24	
		Erin Walker	Walker	649	WATSON BRANCH DRIVE	6/8	
Declined		Gary Ray Beatty Sarah Fussell Beatty	Beatty	650	WATSON BRANCH DRIVE		
		Barry K. Quinn Beth Marie Quinn	Quinn	651	WATSON BRANCH DRIVE	6/8	
		Larry Piggott Rebecca Piggott	Piggott	653	WATSON BRANCH DRIVE	6-7	
Declined		Robert B. Hulette April J. Hulette	Hulette	654	WATSON BRANCH DRIVE		
		Marybeth Downes	Downes	655	WATSON BRANCH DRIVE	7Jun24	
Declined		Gail C. Brown	Brown	656	WATSON BRANCH DRIVE		
		David Roth Barbara Roth	Roth	659	WATSON BRANCH DRIVE		
		Lindsey Kimery	Kimery	660	WATSON BRANCH DRIVE	6-9-24	
		Eric Rilko Holley Rilko	Rilko	661	WATSON BRANCH DRIVE	6/2/24	
		Phillip Kindred Marcie Kindred	Kindred	663	WATSON BRANCH DRIVE	6/7/24	
		Brian Smith Johnna Smith	Smith	664	WATSON BRANCH DRIVE	6/7/24	
		Jeffrey Ryan Lux Katie Frances Lux	Lux	665	WATSON BRANCH DRIVE	6/2/24	
		Myron Hsu Shara Lee Katerberg	Katerberg (Rental Prop)	667	WATSON BRANCH DRIVE		
		Stephen Armstrong Hartley Katrina Lynn Hartley	Hartley	668	WATSON BRANCH DRIVE	6/7/24	
		1031 Exchange Service Center FBO Sterling Mid-South LLC	LLC (Rental Prop)	669	WATSON BRANCH DRIVE		
		Michael W Duke Jamie L Duke	Duke	670	WATSON BRANCH DRIVE	5/30/24	
		Megan Velazquez Paul Velazquez	Velazquez	671	WATSON BRANCH DRIVE	5/30/24	
		Tammy G. Houser Michael Summar Houser	Houser	673	WATSON BRANCH DRIVE	6/2/24	
		Donald D Crocker	Crocker	674	WATSON BRANCH DRIVE	6/2/24	6-6-24
		Jeromye V. Sartain Carol R. Sartain	Sartain	677	WATSON BRANCH DRIVE	6/3/24	
		Donald E Parks	Parks	678	WATSON BRANCH DRIVE	6/7/24	
		Tina L. Presley	Presley	681	WATSON BRANCH DRIVE	6/6/24	
		Vernon L Jones Jr Rhonda Jones	Jones	685	WATSON BRANCH DRIVE	6/7/24	
		Samuel Fraley Bailey Fraley	Fraley	689	WATSON BRANCH DRIVE	6/2	

By signing and dating, I request the Maplewood HOA Board submit a petition for reduced speed limit to 20 mph in Maplewood Subdivision.

Maplewood: Petition to Reduce Speed Limit to 20 mph

Already Signed?	Signed	Homeowner	Last Name	Street No	Street Name	Date	Signature
		William F. Rollins Lisa K. Rollins	Rollins	690	WATSON BRANCH DRIVE	6-7-26	
		William J. Anderson Devon E. Anderson	Anderson	693	WATSON BRANCH DRIVE	6.7.26	
		Cheryl Crosby	Crosby	694	WATSON BRANCH DRIVE	6.7.26	
		Ida Barrett	Barrett	697	WATSON BRANCH DRIVE	6-7-26	
		Brian Mohr Leslie Mohr	Mohr	698	WATSON BRANCH DRIVE	6/7/26	
		Sherrill Lee Neff	Neff	701	WATSON BRANCH DRIVE	6-7-26	
		William S. Peach Emily S. Peach	Peach	705	WATSON BRANCH DRIVE	6-7-26	
		Marvin Payton Judith A. Payton	Payton	706	WATSON BRANCH DRIVE	6/7/26	
		Basel M. Mixon iv Sarah Neff Mixon	Mixon	707	WATSON BRANCH DRIVE	10/30/26	
		Kym E. Link	Link	708	WATSON BRANCH DRIVE	6-7-26	
		Michael A. Lippard Susan L. Springer	Springer	709	WATSON BRANCH DRIVE	6-7-26	
		Carolyn S. Almon	Almon	712	WATSON BRANCH DRIVE	6-7-26	
		Lloyd W. Griffin Diane F. Griffin	Griffin	713	WATSON BRANCH DRIVE	6-7-26	
Declined		Eric Lamb Nicole Lamb	Lamb	716	WATSON BRANCH DRIVE		
		Logan Radford Melissa Ackerman	Ackerman	717	WATSON BRANCH DRIVE	5/30	
		Carl D. Hampton Patsy Hampton	Hampton	719	WATSON BRANCH DRIVE	6-7-26	
		James L. Lannin Sr. Karen A. Lannin	Lannin	720	WATSON BRANCH DRIVE		
		Florence Anne Bilyeu	Bilyeu	721	WATSON BRANCH DRIVE	6/12/26	
		Dino F Elefante Coni G Elefante	Elefante	723	WATSON BRANCH DRIVE	6/6/26	
		Ashley E Byrd	Byrd	724	WATSON BRANCH DRIVE		
		Frazier Dyson Christina Dyson	Dyson	725	WATSON BRANCH DRIVE	6/9/26	
		Jasper Foster Jeanean Foster	Foster	727	WATSON BRANCH DRIVE		
		Jair T. Britto Molly B. Britto	Britto	731	WATSON BRANCH DRIVE	6/9/26	
		Scott N. Smith Bayley E. Smith	Smith	732	WATSON BRANCH DRIVE	6.8.26	
		Laurie Oleary Jeffrey Oleary (Rental Prop)	Oleary	735	WATSON BRANCH DRIVE		
		Johnny Lee Jones Michelle Lynne Jones	Jones	736	WATSON BRANCH DRIVE	6-7-26	

By signing and dating, I request the Maplewood HOA Board submit a petition for reduced speed limit to 20 mph in Maplewood Subdivision.

City of Franklin

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

File #: 26-0932

DATE: 8/27/2026

TO: Capital Investment Committee

FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Allison Davis, Staff Engineer II

SUBJECT:

Consideration Of Resolution 2026-63, A Resolution Authorizing The Execution Of COF Contract No. 2026-0191 With Capital City Construction Services, LLC, In The Amount of $1,580,014.22, For The Del Rio Pike Roadway Widening & Culvert Improvements Project

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2026-63.

BACKGROUND/STAFF COMMENTS:

This project will widen Del Rio Pike over Del Rio Creek to acceptable travel lane widths, as well as increase safety by adding parapet wall and guardrails. The existing corrugated metal pipe culverts will be lined and extended to accommodate roadway widening.

City staff advertised the project and opened construction bids on July 14, 2026. The contractor will have 365 calendar days to complete the work. All necessary rights-of-way (ROW) and easements have been obtained.

The apparent low bidder is Capital City Construction Services, LLC, with a bid amount of $1,580,014.22. Bids have been tabulated and reviewed, and Capital City Construction Services, LLC has met all bidding requirements. Staff recommends awarding the construction contract (COF Contract No. 2026-0194) to Capital City Construction Services, LLC.

FINANCIAL IMPACT:

The total bid price for COF Construction Contract No. 2026-0180 is $1,580,014.22. Funding will be paid out of the Capital Project Fund or as determined by the Budget and Performance Department.

RECOMMENDATION:

Staff recommends that Resolution 2026-63 be recommended to the Board of Mayor and Aldermen for approval.

RESOLUTION 2026-63

A RESOLUTION AUTHORIZING THE EXECUTION OF COF CONTRACT NO. 2026-0191 WITH CAPITAL CITY CONSTRUCTION SERVICES, LLC FOR DEL RIO PIKE ROADWAY WIDENING & CULVERT IMPROVEMENT 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 roadway widening improvements; and

WHEREAS, Capital City Construction Services, 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 Capital City Construction Services, 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. 2026-0191 with Capital City Construction Services, LLC for the provision of Del Rio Pike Roadway Widening & Culvert Improvement 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 One Million Five Hundred Eighty Thousand Fourteen and 22/100 Dollars ($1,580,014.22).

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. 2026-0191, 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.

Law Dept. Approved 08.17.26

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: _____
Ronda D. Webb
Assistant City Attorney

00520 – AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT
COF Contract No. 2026-0191

This Agreement is by and between the City of Franklin, Tennessee ("Owner") and Capital City Construction Services, LLC ("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: Del Rio Roadway Widening and* ***Culvert Improvements***

ARTICLE 2—THE PROJECT

2.01 *The Project, of which the Work under the Contract Documents is a part, is generally described as follows:* ***Del Rio Pike Roadway Widening & Culvert Improvement***

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 **180** 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**.

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.

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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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
Report of Geotechnical Exploration - Del Rio Pike Culvert Extension	07/30/2024	Geotechnical

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.

(Signatures on Next Page)

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.
This Agreement shall be effective on _____, 2026 (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: **Cayce Anderson, City Recorder** *(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)* 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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Law Dept approved 06.17.26

CITY OF FRANKLIN

00700 – STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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Law Approved TEMPLATE 03.09.20

Law Dept approved 06.17.26

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.

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.

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.

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.

SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

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

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein.

C. If necessary for timely and proper performance of the Work, Contractor shall arrange for use of and access to all additional lands required for temporary construction facilities and storage of materials and equipment.

5.02 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use or access through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any areas used for Contractor's operations; (c) damage to any other land or areas, or to improvements, structures, utilities, or similar facilities; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of any of the Contractor Parties.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of any of the Contractor Parties, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the full extent permitted by Laws and Regulations, defend (at Owner's option in its sole discretion), indemnify and hold harmless the Owner Parties and Engineer, and the consultants and subcontractors of each and any of them, from and against all such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against any of the Owner Parties, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based

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upon, performance of the Work, or because of other actions or conduct of any of the Contractor Parties.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. Upon completion of the Work at the Site, Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

5.03 *Subsurface and Physical Conditions*

A. *Underground Facilities*: Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

B. *Reliance by Contractor on Technical Data*: Contractor may reasonably rely upon the accuracy of Technical Data.

C. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against any of the Owner Parties or Engineer, or any of their consultants or contractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including but not limited to any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to reasonably rely as provided in Paragraph 5.03 is materially inaccurate;

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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;

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.

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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;

   2. complying with applicable state and local utility damage prevention Laws and Regulations;

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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 was not shown or indicated with reasonable accuracy, or any related delay, disruption,

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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 necessity to retain a qualified expert to evaluate such condition or take corrective action, if

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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.

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

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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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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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00540 – RETAINAGE AGREEMENT

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

(for COF Contract No.2026-0191)

THIS AGREEMENT, is made and entered into on this _____day of _____, 20__, by and among the **City of Franklin** ("Owner"); Capital City Construction Services, LLC ("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. **2026-0191**, (the "Contract"), whereby the Contractor will make improvements to certain real property of the Owner, pursuant to a certain project known as **Del Rio Pike Roadway Widening & Culvert Improvement** ("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. 2026-0191)

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. 2026-0191)

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)

HISTORIC
FRANKLIN
TENNESSEE

Del Rio Pike Roadway Widening & Culvert Improvement

COF Project No. **2023-013**

COF Contract No. **2026-0191**

Procurement Solicitation No. **2026-029**

Date: **06/16/2026**

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PROJECT MANUAL

Del Rio Pike Roadway Widening & Culvert Improvement

Project Number: 2023-013
Contract No: 2026-0191
Procurement Solicitation: **2026-029**

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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 **2:00 PM** (Central Time) on **07/14/2026**, following which time the Bids will be publicly opened and read aloud for the following Project:

Del Rio **Pike Roadway Widening & Culvert Improvement**

COF Contract No: **2026-0191**
Procurement Solicitation No: **2026-029**

The Project generally consists of the furnishing of all materials, equipment and labor for the construction of the following Work: **Del Rio Roadway Widening and Culvert Improvements**

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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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.

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.

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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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.*

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.

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.

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.*

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.*

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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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.*

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.*

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.*

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.

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.*

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.*

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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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.*

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.*

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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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. 2026-0191

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
1	6/19/2026
2	7/9/2026

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.

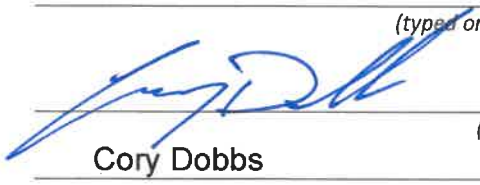
6.02 *Bidder's Certifications*

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: Capital City Construction Services, LLC
(typed or printed name of organization)

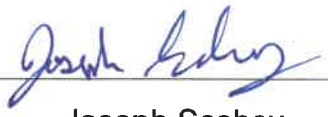
By: 
(individual's signature)

Name: Cory Dobbs
(typed or printed)

Title: President
(typed or printed)

Date: 7/13/2026
(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: Joseph Scobey
(typed or printed)

Title: Engineer
(typed or printed)

Date: 7/13/2026
(typed or printed)

Address for giving notices:
P.O, Box 681117
Franklin, TN 37068

Bidder's Contact:

Name: Cory Dobbs
(typed or printed)

Title: President
(typed or printed)

Phone: 615-659-9233
Email: cdobbs@capitalcitytn.com
Address: P.O, Box 681117
Franklin, TN 37068

Bidder's Contractor License No.: (if applicable) 82164

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2026-029 Addendum 2
Capital City Construction Services, LLC
Supplier Response

Event Information

Number: 2026-029 Addendum 2
Title: Del Rio Pike Roadway Widening & Culvert Improvement
Type: Invitation to Bid
Issue Date: 6/16/2026
Deadline: 7/14/2026 02:00 PM (CT)
Notes: NOTICE IS HEREBY GIVEN that the City of Franklin, TN, is receiving sealed written bids until 2:00 p.m. Central Time on July 14th, 2026, at which time they will be publicly opened, for the following procurement: Del Rio Pike Roadway Widening & Culvert Improvement. Bids must be prepared and submitted in accordance with the City's specifications and other procurement documents pertaining to this solicitation, including any addenda that may be issued, available on the Business Opportunities page of the City's website (https://www.franklintn.gov/) or by contacting City Purchasing (purchasing@franklintn.gov; 615-550-6692). Per T.C.A. § 12-4-116, potential bidders are not required to receive or respond to this procurement solicitation electronically. The City reserves the right to reject any and all bids, and to waive minor informalities.

Contact Information

Contact: Robyn Freeman
Address: Engineering
City Hall
109 Third Avenue South
Franklin, TN 37064
Email: robyn.freeman@franklintn.gov

Capital City Construction Services, LLC Information

Contact: Joseph Scobey
Address: P.O. Box 681117
Franklin, TN 37068
Phone: (615) 659-9233

By submitting your response, you certify that you are authorized to represent and bind your company.

Joseph Scobey
Signature

jscobey@capitalcitytn.com
Email

Submitted at 7/14/2026 12:01:54 PM (CT)

Requested Attachments

00410 - Bid Form for Construction Contract

00410 - Bid Form for Construction Contract

Filled 00410 - Bid Form for Construction Contract.pdf

00411 - Contractor License Information Form

00411 - Contractor License Information Form

Filled 00411 - Contractor License Information Form.pdf

00412 - Drug Free Affidavit

00412 - Drug Free Affidavit

Filled 00412 - Drug-Free Workplace Affidavit.pdf

00413 - Iran Divestment Act Certification

00413 - Iran Divestment Act Certification

Filled 00413 - Iran Divestment Act Certification.pdf

00414 - Non-Boycott of Israel Certification

00414 - Non-Boycott of Israel Certification

Filled 00414 - Non-Boycott of Israel Requirements.pdf

00430 - Bid Bond

00430 - Bid Bond

Filled 00430 - Bid Bond.pdf

Bid Attributes

1	**Bidder's name, street address, and mailing address (if different)** Enter the bidder's name, street address, and mailing address (if different). Capital City Construction Services LLC. Street: 111 Wayne Street, Columbia, TN 38401. Mailing: P.O. Box 681117, Franklin, TN 37068
2	**Bidder's contact person's name, title, telephone number and e-mail address:** Enter the bidder's contact person's name, title, telephone number and e-mail address. Cory Dobbs, President, 615-659-9233, cdobbs@capitalcitytn.com
3	**City's preferred method of payment** Is the City's preferred electronic method of payment by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), rather than by conventional check, acceptable to bidder? Yes

4 **Bidder's requested method of payment**

If the bidder answered "No" to the City's preferred electronic method of payment by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), enter the bidder's requested method of payment.

No response

5 **NOTE: Proposal Submittal Form**

The "**Proposal or Response Submittal Form**" (aka Bid Invitation) is automatically generated by the IONWAVE system. This compiled form pulls together two components of the solicitation: the **Attributes** tab and the **Line Items** tab. The 'Instructions for Proposers" document identifies this compiled form "**Proposal or Response Submittal Form**" as a required part of the submission.
If you are submitting **electronically**, no separate form is needed. Your responses entered into the Attributes and Line Items screens are your Proposal or Response Submittal Form.
If you are submitting a **paper**(hard copy) bid/proposal, you must complete the Proposal or Response Submittal form manually. To do this: 1/ Download the Bid Invitation deck (the compiled Proposal Submittal form) 2/ Fill it out by hand (pen/ink) 3/ Include the completed form inside with your physical hard copy bid/proposal package.

6 **TN Procurement Protection Act**

The Vendor attests that they are not a foreign adversary company within the meaning of Pub. Ch. 768 (2026) and that the Vendor is not knowingly selling any information and communications technology final product or service within the meaning of Pub. Ch. 768 (2026).

Vendor attests that they are not a foreign adversary company.

7 **City of Franklin Employee**

The vendor shall disclose if an owner, principal or other individual with a controlling interest of the vendor has been, within the past two (2) years, a City of Franklin employee. An individual shall be deemed a City of Franklin employee until such time as all compensation for salary, termination pay, and annual leave has been paid.

No

Bid Lines

1 105-01 CONSTRUCTION STAKES, LINES AND GRADES

Quantity: 1 UOM: L.S. Price: $19,655.00 Total: $19,655.00

2 201-01 CLEARING AND GRUBBING

Quantity: 1 UOM: L.S. Price: $25,000.00 Total: $25,000.00

3 202-01 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Quantity: 1 UOM: L.S. Price: $3,622.81 Total: $3,622.81

4 203-01 ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)

Quantity: 2290 UOM: C.Y. Price: $12.66 Total: $28,991.40

Item Notes: 9. QUANTITY CAN BE INCREASED OR DECREASED AS NECESSARY BY THE ENGINEER.

5 203-03 BORROW EXCAVATION (UNCLASSIFIED)

Quantity: 3293 UOM: C.Y. Price: $58.47 Total: $192,541.71

Item Notes: 9. QUANTITY CAN BE INCREASED OR DECREASED AS NECESSARY BY THE ENGINEER.

6 203-04 PLACING AND SPREADING TOPSOIL

Quantity: 139 UOM: C.Y. Price: $26.06 Total: $3,622.34

Item Notes: 9. QUANTITY CAN BE INCREASED OR DECREASED AS NECESSARY BY THE ENGINEER.

7 209-05 SEDIMENT REMOVAL

Quantity: 51 UOM: C.Y. Price: $35.52 Total: $1,811.52

Item Notes: 1. SEE SUBSECTION 209.07 OF THE STANDARD SPECIFICATION FOR MAINTENANCE REPLACEMENT. ALL ITEMS ARE TO BE USED AS DIRECTED BY THE ENGINEER.

8 209-03.23 FILTER SOCK (24 INCH)

Quantity: 100 UOM: L.F. Price: $8.30 Total: $830.00

Item Notes: 1. SEE SUBSECTION 209.07 OF THE STANDARD SPECIFICATION FOR MAINTENANCE REPLACEMENT. ALL ITEMS ARE TO BE USED AS DIRECTED BY THE ENGINEER.

9 209-08.02 TEMPORARY SILT FENCE (WITH BACKING)

Quantity: 1321 UOM: L.F. Price: $5.60 Total: $7,397.60

Item Notes: 1. SEE SUBSECTION 209.07 OF THE STANDARD SPECIFICATION FOR MAINTENANCE REPLACEMENT. ALL ITEMS ARE TO BE USED AS DIRECTED BY THE ENGINEER.

3. FOR SEDIMENT FILTER BAG.

4. INCLUDES 264 L.F. FOR SEDIMENT FILTER BAG.

10 209-08.07 ROCK CHECK DAM

Quantity: 4 UOM: EACH Price: $710.00 Total: $2,840.00

Item Notes: 1. SEE SUBSECTION 209.07 OF THE STANDARD SPECIFICATION FOR MAINTENANCE REPLACEMENT. ALL ITEMS ARE TO BE USED AS DIRECTED BY THE ENGINEER.

11 209-08.08 ENHANCED ROCK CHECK DAM

Quantity: 8 UOM: EACH Price: $710.00 Total: $5,680.00

Item Notes: 1. SEE SUBSECTION 209.07 OF THE STANDARD SPECIFICATION FOR MAINTENANCE REPLACEMENT. ALL ITEMS ARE TO BE USED AS DIRECTED BY THE ENGINEER.

12 209-09.01 SANDBAGS

Quantity: 1000 UOM: BAG Price: $10.00 Total: $10,000.00

Item Notes: 1. SEE SUBSECTION 209.07 OF THE STANDARD SPECIFICATION FOR MAINTENANCE REPLACEMENT. ALL ITEMS ARE TO BE USED AS DIRECTED BY THE ENGINEER.

6. FOR SUSPENDED PIPE DIVERSION.

9. QUANTITY CAN BE INCREASED OR DECREASED AS DIRECTED BY THE ENGINEER.

10. PAY ITEM INCLUDES ALL NECESSARY INCIDENTALS FOR SUSPENDED PIPE DIVERSION AND DEWATERING AROUND WORK AREA.

13 209-09.03 SEDIMENT FILTER BAG (15'X15')

Quantity: 3 UOM: EACH Price: $415.00 Total: $1,245.00

Item Notes: 1. SEE SUBSECTION 209.07 OF THE STANDARD SPECIFICATION FOR MAINTENANCE REPLACEMENT. ALL ITEMS ARE TO BE USED AS DIRECTED BY THE ENGINEER.

3. FOR SEDIMENT FILTER BAG.

14 209-09.43 CURB INLET PROTECTION (TYPE 4)

Quantity: 9 UOM: EACH Price: $160.00 Total: $1,440.00

Item Notes: 1. SEE SUBSECTION 209.07 OF THE STANDARD SPECIFICATION FOR MAINTENANCE REPLACEMENT. ALL ITEMS ARE TO BE USED AS DIRECTED BY THE ENGINEER.

15 209-40.33 CATCH BASIN PROTECTION (TYPE D)

Quantity: 9 UOM: EACH Price: $140.00 Total: $1,260.00

Item Notes: 1. SEE SUBSECTION 209.07 OF THE STANDARD SPECIFICATION FOR MAINTENANCE REPLACEMENT. ALL ITEMS ARE TO BE USED AS DIRECTED BY THE ENGINEER.

16 303-01 MINERAL AGGREGATE, TYPE A BASE, GRADING D

Quantity: 1431 UOM: TON Price: $35.20 Total: $50,371.20

17 303-10.01 MINERAL AGGREGATE (SIZE 57)

Quantity: 24 UOM: TON Price: $49.39 Total: $1,185.36

Item Notes: 1. SEE SUBSECTION 209.07 OF THE STANDARD SPECIFICATION FOR MAINTENANCE REPLACEMENT. ALL ITEMS ARE TO BE USED AS DIRECTED BY THE ENGINEER.

3. FOR SEDIMENT FILTER BAG.

9. QUANTITY CAN BE INCREASED OR DECREASED AS DIRECTED BY THE ENGINEER.

18 307-02.01 ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING A

Quantity: 581 UOM: TON Price: $145.00 Total: $84,245.00

19 307-02.08 ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING BM-2

Quantity: 286 UOM: TON Price: $180.00 Total: $51,480.00

20 403-02.01 TRACKLESS TACK COAT

Quantity: 3 UOM: TON Price: $2,200.00 Total: $6,600.00

21 411-02.10 ACS MIX (PG70-22) GRADING D

Quantity: 239 UOM: TON Price: $190.00 Total: $45,410.00

Item Notes: 9. QUANTITY CAN BE INCREASED OR DECREASED AS DIRECTED BY THE ENGINEER

22 415-01.01 COLD PLANING BITUMINOUS PAVEMENT

Quantity: 36 UOM: TON Price: $105.00 Total: $3,780.00

Item Notes: 9. QUANTITY CAN BE INCREASED OR DECREASED AS DIRECTED BY THE ENGINEER

23 604-01.02 STEEL BAR REINFORCEMENT (ROADWAY)

Quantity: 4400 UOM: LB. Price: $1.00 Total: $4,400.00

24 604-04.01 APPLIED TEXTURE FINISH (NEW STRUCTURES)

Quantity: 216 UOM: S.Y. Price: $11.82 Total: $2,553.12

Item Notes: 21. INCLUDES COST OF ALL LABOR AND MATERIALS NECESSARY TO APPLY TEXTURE FINISH TO THE SURFACES OF THE NEW STRUCTURES.

25 604-04.10 GRAFFITI PROTECTION SYSTEM (WALLS AND CONCRETE RAILING)

Quantity: 216 UOM: S.Y. Price: $48.21 Total: $10,413.36

Item Notes: 22. INCLUDES COST OF ALL LABOR AND MATERIALS NECESSARY TO APPLY STAINING AND GRAFFITI PROTECTION TO THE SURFACES OF THE NEW STRUCTURES.

26 604-07.01 RETAINING WALL 1

Quantity: 520 UOM: S.F. Price: $220.00 Total: $114,400.00

Item Notes: 18. ALL COST OF BUILDING AND INSTALLING THE RETAINING WALL (FOR CULVERT END WALLS), INCLUDING FOUNDATION STABILIZATION, BACKFILLING, EXCAVATION, TEMPORARY SHORING, GROUND IMPROVEMENT STONE, GEOTEXTILE, AND STEEL BAR REINFORCEMENT SHALL BE INCLUDED IN THE SQUARE FOOTAGE COST OF THE RETAINING WALL.

27 604-07.02 RETAINING WALL 2

Quantity: 634 UOM: S.F. Price: $170.00 Total: $107,780.00

Item Notes: 18. ALL COST OF BUILDING AND INSTALLING THE RETAINING WALL (FOR CULVERT END WALLS), INCLUDING FOUNDATION STABILIZATION, BACKFILLING, EXCAVATION, TEMPORARY SHORING, GROUND IMPROVEMENT STONE, GEOTEXTILE, AND STEEL BAR REINFORCEMENT SHALL BE INCLUDED IN THE SQUARE FOOTAGE COST OF THE RETAINING WALL.

28 607-03.02 18" CONCRETE PIPE CULVET (CLASS III)

Quantity: 572 UOM: L.F. Price: $93.12 Total: $53,264.64

Item Notes: 11. INCLUDES COST OF ALL MATERIALS, LABOR, AND EQUIPMENT NECESSARY FOR COMPLETE INSTALLATION OF STORM DRAINAGE PIPES INCLUDING BUT NOT LIMITED TO MATERIAL, MACHINERY, EXCAVATION, BEDDING, BACKFILL, AND JOINTS.

29 607-65.71 60" MINIMUM ID PIPE TO SLIP LINE 72" PIPE

Quantity: 180 UOM: L.F. Price: $531.90 Total: $95,742.00

Item Notes: 12. INCLUDES COST OF ALL MATERIALS, LABOR, AND EQUIPMENT NECESSARY FOR COMPLETE INSTALLATION OF SLIP LINE PIPES INCLUDING BUT NOT LIMITED TO MATERIAL, MACHINERY, EXCAVATION, GROUTING, JOINTING, SEALING, FLOW ENHANCEMENT END TREATMENT AND VIDEO INSPECTION OF COMPLETED INSTALLATION.

30 611-12.02 CATCH BASINS, TYPE 12, >4'-8' DEPTH

Quantity: 6 UOM: EACH Price: $8,326.19 Total: $49,957.14

Item Notes: 13. INCLUDES COST OF ALL MATERIALS, LABOR, AND EQUIPMENT NECESSARY FOR COMPLETE INSTALLATION OF STORM DRAINAGE CATCH BASINS INCLUDING BUT NOT LIMITED TO MATERIAL, MACHINERY, EXCAVATION, RISERS, REINFORCING STEEL, GRATES, JOINTS, AND GROUT.

31 611-12.04 CATCH BASINS, TYPE 12, >12'-16' DEPTH

Quantity: 1 UOM: EACH Price: $19,935.31 Total: $19,935.31

Item Notes: 13. INCLUDES COST OF ALL MATERIALS, LABOR, AND EQUIPMENT NECESSARY FOR COMPLETE INSTALLATION OF STORM DRAINAGE CATCH BASINS INCLUDING BUT NOT LIMITED TO MATERIAL, MACHINERY, EXCAVATION, RISERS, REINFORCING STEEL, GRATES, JOINTS, AND GROUT.

32 611-14.02 CATCH BASINS, TYPE 14, >4'-8' DEPTH

Quantity: 2 UOM: EACH Price: $11,272.81 Total: $22,545.62

Item Notes: 13. INCLUDES COST OF ALL MATERIALS, LABOR, AND EQUIPMENT NECESSARY FOR COMPLETE INSTALLATION OF STORM DRAINAGE CATCH BASINS INCLUDING BUT NOT LIMITED TO MATERIAL, MACHINERY, EXCAVATION, RISERS, REINFORCING STEEL, GRATES, JOINTS, AND GROUT.

33 620-03.12 CONCRETE PARAPET (PEDESTRIAN RAIL)

Quantity: 70 UOM: L.F. Price: $1,175.00 Total: $82,250.00

Item Notes: 16. THE COST OF ALL MATERIALS AND LABOR NECESSARY FOR CONSTRUCTION OF THE PARAPET, NOT INCLUDING REINFORCING STEEL, TO BE PAID FOR UNDER CONCRETE PARAPET (PEDESTRIAN RAIL).

34 621-03.06 42" TEMPORARY DRAINAGE PIPE

Quantity: 260 UOM: L.F. Price: $149.49 Total: $38,867.40

Item Notes: 1. SEE SUBSECTION 209.07 OF THE STANDARD SPECIFICATION FOR MAINTENANCE REPLACEMENT. ALL ITEMS ARE TO BE USED AS DIRECTED BY THE ENGINEER.

6. FOR SUSPENDED PIPE DIVERSION.

7. ALL QUANTITIES TO BE USED AS DIRECTED BY THE ENGINEER.

9. QUANTITY CAN BE INCREASED OR DECREASED AS DIRECTED BY THE ENGINEER.

10. PAY ITEM INCLUDES ALL NECESSARY INCIDENTALS FOR SUSPENDED PIPE DIVERSION AND DEWATERING AROUND WORK AREA.

35 701-01.01 CONCRETE SIDEWALK (4")

Quantity: 2682 UOM: S.F. Price: $10.00 Total: $26,820.00

36 701-02 CONCRETE DRIVEWAY

Quantity: 320 UOM: S.F. Price: $20.00 Total: $6,400.00

Item Notes: 9. QUANTITY CAN BE INCREASED OR DECREASED AS DIRECTED BY THE ENGINEER.

19. CONCRETE DRIVEWAY TO BE 8" THICK PER CITY OF FRANKLIN STANDARD RP-7.

37 702-03 CONCRETE COMBINED CURB AND GUTTER

Quantity: 85 UOM: C.Y. Price: $650.00 Total: $55,250.00

Item Notes: 17. INCLUDES COST OF ALL LABOR AND MATERIALS NECESSARY TO INSTALL CURB TRANSITIONS.

38 705-06.26 THRIE BEAM BRIDGE TRANSITION MASH TL-2

Quantity: 2 UOM: EACH Price: $2,500.00 Total: $5,000.00

39 705-06.27 THRIE BEAM 38IN VEHICLE & PEDESTRIAN SAFETY RAIL MASH TL-3

Quantity: 25 UOM: L.F. Price: $65.00 Total: $1,625.00

40 705-06.30 GR TERMINAL (ENERGY ABSORBING) MASH TL-2

Quantity: 2 UOM: EACH Price: $3,200.00 Total: $6,400.00

41 707-06.01 REMOVAL OF FENCE

Quantity: 325 UOM: L.F. Price: $14.99 Total: $4,871.75

Item Notes: 9. QUANTITY CAN BE INCREASED OR DECREASED AS DIRECTED BY THE ENGINEER.

42 709-05.05 MACHINED RIP-RAP (CLASS A-3)

Quantity: 876 UOM: TON Price: $65.24 Total: $57,150.24

Item Notes: 1. SEE SUBSECTION 209.07 OF THE STANDARD SPECIFICATION FOR MAINTENANCE REPLACEMENT. ALL ITEMS ARE TO BE USED AS DIRECTED BY THE ENGINEER.

2. INCLUDES 150 TON FOR TEMPORARY CONSTRUCTION EXIT AND 726 TON FOR SLOPE STABILIZATION.

43 712-01 TRAFFIC CONTROL

Quantity: 1 UOM: L.S. Price: $8,200.00 Total: $8,200.00

44 712-05.01 WARNING LIGHTS (TYPE A)

Quantity: 12 UOM: EACH Price: $16.00 Total: $192.00

Item Notes: 7. ALL QUANTITIES TO BE USED AS DIRECTED BY THE ENGINEER.

9. QUANTITY CAN BE INCREASED OR DECREASED AS DIRECTED BY THE ENGINEER.

45 712-06 SIGNS (CONSTRUCTION)

Quantity: 215 UOM: S.F. Price: $7.00 Total: $1,505.00

Item Notes: 7. ALL QUANTITIES TO BE USED AS DIRECTED BY THE ENGINEER.

9. QUANTITY CAN BE INCREASED OR DECREASED AS DIRECTED BY THE ENGINEER.

46 712-07.03 TEMPORARY BARRICADES (TYPE III)

Quantity: 72 UOM: L.F. Price: $25.00 Total: $1,800.00

Item Notes: 7. ALL QUANTITIES TO BE USED AS DIRECTED BY THE ENGINEER.

9. QUANTITY CAN BE INCREASED OR DECREASED AS DIRECTED BY THE ENGINEER.

47 713-11.02 PERFORATED/KNOCKOUT SQUARE TUBE POST

Quantity: 31 UOM: LB. Price: $5.00 Total: $155.00

Item Notes: 9. QUANTITY CAN BE INCREASED OR DECREASED AS DIRECTED BY THE ENGINEER

48 713-11.21 P POST SLIP BASE

Quantity: 1 UOM: EACH Price: $550.00 Total: $550.00

Item Notes: 9. QUANTITY CAN BE INCREASED OR DECREASED AS DIRECTED BY THE ENGINEER

49 713-13.02 FLAT SHEET ALUMINUM SIGNS (0.080" THICK)

Quantity: 5 UOM: S.F. Price: $15.50 Total: $77.50

Item Notes: 9. QUANTITY CAN BE INCREASED OR DECREASED AS DIRECTED BY THE ENGINEER

50 716-02.04 PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)

Quantity: 425 UOM: S.Y. Price: $40.00 Total: $17,000.00

Item Notes: 7. ALL QUANTITIES TO BE USED AS DIRECTED BY THE ENGINEER.

9. QUANTITY CAN BE INCREASED OR DECREASED AS DIRECTED BY THE ENGINEER.

51 716-04.13 PLASTIC PAVEMENT MARKING (BIKELANE SYMBOL & ARROW)

Quantity: 2 UOM: EACH Price: $600.00 Total: $1,200.00

Item Notes: 7. ALL QUANTITIES TO BE USED AS DIRECTED BY THE ENGINEER.

9. QUANTITY CAN BE INCREASED OR DECREASED AS DIRECTED BY THE ENGINEER.

52 716-12.02 ENHANCED FLATLINE THERMO PVMT MRKNG (6IN LINE)

Quantity: 1 UOM: L.M. Price: $8,000.00 Total: $8,000.00

Item Notes: 7. ALL QUANTITIES TO BE USED AS DIRECTED BY THE ENGINEER.

9. QUANTITY CAN BE INCREASED OR DECREASED AS DIRECTED BY THE ENGINEER.

14. CONTRACTOR MAY ELECT TO SUBSTITUTE PREFORMED PLASTIC FOR THERMOPLASTIC. PREFORMED PLASTIC SHALL BE PAID FOR AT THE SAME UNIT PRICE AS BID FOR THERMOPLASTIC.

53 717-01 MOBILIZATION

Quantity: 1 UOM: L.S. Price: $50,000.00 Total: $50,000.00

54 740-10.03 GEOTEXTILE (TYPE III) (EROSION CONTROL)

Quantity: 492 UOM: S.Y. Price: $3.30 Total: $1,623.60

Item Notes: 1. SEE SUBSECTION 209.07 OF THE STANDARD SPECIFICATION FOR MAINTENANCE REPLACEMENT. ALL ITEMS ARE TO BE USED AS DIRECTED BY THE ENGINEER.

2. INCLUDES 150 TON FOR TEMPORARY CONSTRUCTION EXIT AND 726 TON FOR SLOPE STABILIZATION.

3. FOR SEDIMENT FILTER BAG.

5. INCLUDES 258 S.Y. FOR TEMPORARY CONSTRUCTION EXIT AND 234 S.Y. FOR SEDIMENT FILTER BAG.

8. ALL PAY ITEMS ASSOCIATED WITH TEMPORARY CONSTRUCTION EXITS SHALL INCLUDE COST FOR INSTALLATION, RELOCATION, AND REMOVAL OF TEMPORARY CONSTRUCTION EXITS.

9. QUANTITY CAN BE INCREASED OR DECREASED AS DIRECTED BY THE ENGINEER.

55 740-10.04 GEOTEXTILE (TYPE IV) (STABILIZATION)

Quantity: 1245 UOM: S.Y. Price: $8.40 Total: $10,458.00

Item Notes: 1. SEE SUBSECTION 209.07 OF THE STANDARD SPECIFICATION FOR MAINTENANCE REPLACEMENT. ALL ITEMS ARE TO BE USED AS DIRECTED BY THE ENGINEER.

9. QUANTITY CAN BE INCREASED OR DECREASED AS DIRECTED BY THE ENGINEER.

20. FOR SLOPE STABILIZATION.

56 740-11.05 TEMPORARY SEDIMENT TUBE 24 IN

Quantity: 125 UOM: L.F. Price: $4.40 Total: $550.00

Item Notes: 1. SEE SUBSECTION 209.07 OF THE STANDARD SPECIFICATION FOR MAINTENANCE REPLACEMENT. ALL ITEMS ARE TO BE USED AS DIRECTED BY THE ENGINEER.

7. ALL QUANTITIES TO BE USED AS DIRECTED BY THE ENGINEER.

9. QUANTITY CAN BE INCREASED OR DECREASED AS DIRECTED BY THE ENGINEER.

57 801-01 SEEDING (WITH MULCH)

Quantity: 14 UOM: UNIT Price: $54.00 Total: $756.00

Item Notes: 1. SEE SUBSECTION 209.07 OF THE STANDARD SPECIFICATION FOR MAINTENANCE REPLACEMENT. ALL ITEMS ARE TO BE USED AS DIRECTED BY THE ENGINEER.

7. ALL QUANTITIES TO BE USED AS DIRECTED BY THE ENGINEER.

9. QUANTITY CAN BE INCREASED OR DECREASED AS DIRECTED BY THE ENGINEER.

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.

58 801-01.07 TEMPORARY SEEDING (WITH MULCH)

Quantity: 76 UOM: UNIT Price: $46.00 Total: $3,496.00

Item Notes: 1. SEE SUBSECTION 209.07 OF THE STANDARD SPECIFICATION FOR MAINTENANCE REPLACEMENT. ALL ITEMS ARE TO BE USED AS DIRECTED BY THE ENGINEER.

59 801-03 WATER (SEEDING & SODDING)

Quantity: 6 UOM: M.G. Price: $160.00 Total: $960.00

Item Notes: 1. SEE SUBSECTION 209.07 OF THE STANDARD SPECIFICATION FOR MAINTENANCE REPLACEMENT. ALL ITEMS ARE TO BE USED AS DIRECTED BY THE ENGINEER.

7. ALL QUANTITIES TO BE USED AS DIRECTED BY THE ENGINEER.

60 803-01 SODDING (NEW SOD)

Quantity: 1527 UOM: S.Y. Price: $5.80 Total: $8,856.60

Item Notes: 7. ALL QUANTITIES TO BE USED AS DIRECTED BY THE ENGINEER.

9. QUANTITY CAN BE INCREASED OR DECREASED AS DIRECTED BY THE ENGINEER.

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.

61 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)

Quantity: 150000 UOM: DOLL Price: $1.00 Total: $150,000.00

Response Total: $1,580,014.22

EXHIBIT A - BID FORM for COF Contract No. 2026-0194						
DEL RIO PIKE ROADWAY WIDENING & CULVERT IMPROVEMENT						
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	$	$
	201-01	CLEARING AND GRUBBING	L.S.	1	$	$
	202-01	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	1	$	$
(9)	203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	2290	$	$
(9)	203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	3293	$	$
(9)	203-04	PLACING AND SPREADING TOPSOIL	C.Y.	139	$	$
(1)	209-05	SEDIMENT REMOVAL	C.Y.	51	$	$
(1)	209-03.23	FILTER SOCK (24 INCH)	L.F.	100	$	$
(1)(3)(4)	209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	1321	$	$
(1)	209-08.07	ROCK CHECK DAM	EACH	4	$	$
(1)	209-08.08	ENHANCED ROCK CHECK DAM	EACH	8	$	$
(1)(6)(9)(10)	209-09.01	SANDBAGS	BAG	1000	$	$
(1)(3)	209-09.03	SEDIMENT FILTER BAG (15'X15')	EACH	3	$	$
(1)	209-09.43	CURB INLET PROTECTION (TYPE 4)	EACH	9	$	$
(1)	209-40.33	CATCH BASIN PROTECTION (TYPE D)	EACH	9	$	$
	303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	1431	$	$
(1)(3)(9)	303-10.01	MINERAL AGGREGATE (SIZE 57)	TON	24	$	$
	307-02.01	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING A	TON	581	$	$
	307-02.08	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING BM-2	TON	286	$	$
	403-02.01	TRACKLESS TACK COAT	TON	3	$	$
(9)	411-02.10	ACS MIX (PG70-22) GRADING D	TON	239	$	$
(9)	415-01.01	COLD PLANING BITUMINOUS PAVEMENT	TON	36	$	$
	604-01.02	STEEL BAR REINFORCEMENT (ROADWAY)	LB.	4400	$	$
(21)	604-04.01	APPLIED TEXTURE FINISH (NEW STRUCTURES)	S.Y.	216	$	$
(22)	604-04.10	GRAFFITI PROTECTION SYSTEM (WALLS AND CONCRETE RAILING)	S.Y.	216	$	$
(18)	604-07.01	RETAINING WALL 1	S.F.	520	$	$
(18)	604-07.02	RETAINING WALL 2	S.F.	634	$	$
(11)	607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	572	$	$
(12)	607-65.71	60" MINIMUM ID PIPE TO SLIP LINE 72" PIPE	L.F.	180	$	$
(13)	611-12.02	CATCH BASINS, TYPE 12, >4' - 8' DEPTH	EACH	6	$	$
(13)	611-12.04	CATCH BASINS, TYPE 12, >12'-16' DEPTH	EACH	1	$	$
(13)	611-14.02	CATCH BASINS, TYPE 14, >4' - 8' DEPTH	EACH	2	$	$
(16)	620-03.12	CONCRETE PARAPET (PEDESTRIAN RAIL)	L.F.	70	$	$
(1)(6)(7)(9)(10)	621-03.06	42" TEMPORARY DRAINAGE PIPE	L.F.	260	$	$

BASE BID						
FOOTNOTE(S)	**ITEM NO.**	**ITEM DESCRIPTION**	**UNIT**	**EST. QTY.**	**UNIT PRICE ($)**	**EXT. AMOUNT ($)**
	701-01.01	CONCRETE SIDEWALK (4")	S.F.	2682	$	$
(9)(19)	701-02	CONCRETE DRIVEWAY	S.F.	320	$	$
(17)	702-03	CONCRETE COMBINED CURB AND GUTTER	C.Y.	85	$	$
	705-06.26	THRIE BEAM BRIDGE TRANSITION MASH TL-2	EACH	2	$	$
	705-06.27	THRIE BEAM 38IN VEHICLE & PEDESTRIAN SAFETY RAIL MASH TL-3	L.F.	25	$	$
	705-06.30	GR TERMINAL (ENERGY ABSORBING) MASH TL-2	EACH	2	$	$
(9)	707-06.01	REMOVAL OF FENCE	L.F.	325	$	$
(1)(2)	709-05.05	MACHINED RIP-RAP (CLASS A-3)	TON	876	$	$
	712-01	TRAFFIC CONTROL	L.S.	1	$	$
(7)(9)	712-05.01	WARNING LIGHTS (TYPE A)	EACH	12	$	$
(7)(9)	712-06	SIGNS (CONSTRUCTION)	S.F.	215	$	$
(7)(9)	712-07.03	TEMPORARY BARRICADES (TYPE III)	L.F.	72	$	$
(9)	713-11.02	PERFORATED/KNOCKOUT SQUARE TUBE POST	LB.	31	$	$
(9)	713-11.21	P POST SLIP BASE	EACH	1	$	$
(9)	713-13.02	FLAT SHEET ALUMINUM SIGNS (0.080" THICK)	S.F.	5	$	$
(7)(9)	716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	425	$	$
(7)(9)	716-04.13	PLASTIC PAVEMENT MARKING (BIKELANE SYMBOL & ARROW)	EACH	2	$	$
(7)(9)(14)	716-12.02	ENHANCED FLATLINE THERMO PVMT MRKNG (6IN LINE)	L.M.	1	$	$
	717-01	MOBILIZATION	L.S.	1	$	$
(1)(2)(3)(5)(8)(9)	740-10.03	GEOTEXTILE (TYPE III) (EROSION CONTROL)	S.Y.	492	$	$
(1)(9)(20)	740-10.04	GEOTEXTILE (TYPE IV) (STABILIZATION)	S.Y.	1245	$	$
(1)(7)(9)	740-11.05	TEMPORARY SEDIMENT TUBE 24IN	L.F.	125	$	$
(1)(7)(9)(15)	801-01	SEEDING (WITH MULCH)	UNIT	14	$	$
(1)	801-01.07	TEMPORARY SEEDING (WITH MULCH)	UNIT	76	$	$
(1)(7)	801-03	WATER (SEEDING & SODDING)	M.G.	6	$	$
(7)(9)(15)	803-01	SODDING (NEW SOD)	S.Y.	1527	$	$
	COF-1	PROJECT CONTINGENCY (USED ONLY AS DIRECTED BY THE CITY OF FRANKLIN)	DOLL	150,000	$	$
					SUB-TOTAL BASE BID:	

SUB-TOTAL BASE BID PRICE (IN WORDS):	SUB-TOTAL BASE BID PRICE ($):

FOOTNOTES:

(1) SEE SUBSECTION 209.07 OF THE STANDARD SPECIFICATION FOR MAINTENANCE REPLACEMENT. ALL ITEMS ARE TO BE USED AS DIRECTED BY THE ENGINEER.

(2) INCLUDES 150 TON FOR TEMPORARY CONSTRUCTION EXIT AND 726 TON FOR SLOPE STABILIZATION.

(3) FOR SEDIMENT FILTER BAG.

(4) INCLUDES 264 L.F. FOR SEDIMENT FILTER BAG.

(5) INCLUDES 258 S.Y. FOR TEMPORARY CONSTRUCTION EXIT AND 234 S.Y. FOR SEDIMENT FILTER BAG.

(6) FOR SUSPENDED PIPE DIVERSION.

(7) ALL QUANTITIES TO BE USED AS DIRECTED BY THE ENGINEER.

(8) ALL PAY ITEMS ASSOCIATED WITH TEMPORARY CONSTRUCTION EXITS SHALL INCLUDE COST FOR INSTALLATION, RELOCATION, AND REMOVAL OF TEMPORARY CONSTRUCTION EXITS.

(9) QUANTITY CAN BE INCREASED OR DECREASED AS NECESSARY BY THE ENGINEER.

(10) PAY ITEM INCLUDES ALL NECESSARY INCIDENTALS FOR SUSPENDED PIPE DIVERSION AND DEWATERING AROUND WORK AREA.

(11) INCLUDES COST OF ALL MATERIALS, LABOR, AND EQUIPMENT NECESSARY FOR COMPLETE INSTALLATION OF STORM DRAINAGE PIPES INCLUDING BUT NOT LIMITED TO MATERIAL, MACHINERY, EXCAVATION, BEDDING, BACKFILL AND JOINTS.

(12) INCLUDES COST OF ALL MATERIALS, LABOR, AND EQUIPMENT NECESSARY FOR COMPLETE INSTALLATION OF SLIP LINE PIPES INCLUDING BUT NOT LIMITED TO MATERIAL, MACHINERY, EXCAVATION, GROUTING, JOINTING,SEALING, FLOW ENHANCEMENT END TREATMENT, AND VIDEO INSPECTION OF COMPLETED INSTALLATION.

(13) INCLUDES COST OF ALL MATERIALS, LABOR, AND EQUIPMENT NECESSARY FOR COMPLETE INSTALLATION OF STORM DRAINAGE CATCH BASINS INCLUDING BUT NOT LIMITED TO MATERIAL, MACHINERY, EXCAVATION, RISERS, REINFORCING STEEL, GRATES, JOINTS, AND GROUT.

(14) CONTRACTOR MAY ELECT TO SUBSTITUTE PREFORMED PLASTIC FOR THERMOPLASTIC. PREFORMED THERMOPLASTIC SHALL BE PAID FOR AT THE SAME UNIT PRICE AS BID FOR THERMOPLASTIC .

(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) THE COST OF FORMLINER FINISH AND ALL MATERIALS AND LABOR NECESSARY FOR CONSTRUCTION OF THE PARAPET, NOT INCLUDING REINFORCING STEEL, TO BE PAID FOR UNDER CONCRETE PARAPET (PEDESTRIAN RAIL).

(17) INCLUDES COST OF ALL LABOR AND MATERIALS NECESSARY TO INSTALL CURB TRANSITIONS.

(18) ALL COST OF BUILDING AND INSTALLING THE RETAINING WALL (FOR CULVERT END WALLS), INCLUDING FOUNDATION STABILIZATION, BACKFILLING, EXCAVATION, TEMPORARY SHORING, GROUND IMPROVEMENT STONE, GEOTEXTILE, AND STEEL BAR REINFORCEMENT SHALL BE INCLUDED IN THE SQUARE FOOTAGE COST OF THE RETAINING WALL.

(19) CONCRETE DRIVEWAY TO BE 8" THICK PER CITY OF FRANKLIN STANDARD RP-7.

(20) FOR SLOPE STABILIZATION.

(21) INCLUDES COST OF ALL LABOR AND MATERIALS NECESSARY TO APPLY TEXTURE FINISH TO THE SURFACES OF THE NEW STRUCTURES.

(22) INCLUDES COST OF ALL LABOR AND MATERIALS NECESSARY TO APPLY STAINING AND GRAFITI PROTECTION TO THE SURFACES OF THE NEW STRUCTURES.

INSERT EXHIBT A – BID FORM HERE

00411 – CONTRACTOR LICENSE INFORMATION FORM
(for COF Contract No.2026-0191)

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:	Capital City Construction Services, LLC
License No.:	82164
License Classification:	HRA
License Expiration Date:	9/30/2026
License Limit:	Unlimited

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)

Cory Dobbs

(Print Name)

President

(Title)

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00412 – DRUG-FREE WORKPLACE AFFIDAVIT
(for COF Contract No.2026-0191)

STATE OF Tennessee

COUNTY OF Maury

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

1) The undersigned is a principal officer of Capital City Construction Services, LLC (hereinafter referred to as the "Contractor") and is duly authorized to execute this Affidavit on behalf of the Contractor.

2) The Contractor submits this Affidavit pursuant to T.C.A 50-9-113, which required each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the Tennessee Code Annotated.

3) The Contract is in compliance with T.C.A. 50-9-113

Further affiant saith not.

(Signature of Principal Officer)

Cory Dobbs - President
(Printed Name of Principal Officer)

Capital City Construction Services, LLC
(Printed Contractor Name)

(Notary on following Page)

STATE OF Tennessee

COUNTY OF Maury

Personally appeared before me, the undersigned, a Notary Public of said State and County, the within named Cory Dobbs, 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 President 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 13 day of July, 2026

Harriet M. Greer

Notary Public

My Commission Expires: 02/20/2028

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00413 – IRAN DIVESTMENT ACT CERTIFICATION
(for COF Contract No. 2026-0191)

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)

7/13/2026
(Date)

Cory Dobbs
(Printed Name)

President
(Title)

Capital City Construction Services, LLC
(Name of Firm/Company)

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00414 – NON-BOYCOTT OF ISRAEL REQUIREMENTS
(for COF Contract No. 2026-0191)

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)	7/13/2026 *(Date)*
Cory Dobbs *(Printed Name)*	President *(Title)*
Capital City Construction Services, LLC *(Name of Firm/Company)*	

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00430 – BID BOND (PENAL SUM FORM)

(for COF Contract No. **2026-0191**)

Bidder Name: Capital City Construction Services, LLC Address *(principal place of business)*: P.O Box 681117, Franklin, TN 37068	**Surety** Name: The Cincinnati Insurance Company Address *(principal place of business)*: P.O. Box 145496, Cincinnati, OH 45250-5496
Owner Name: City of Franklin, TN Address *(principal place of business)*: 109 3rd Ave South Franklin, TN 37064	**Bid** Project *(name and location)*: **Del Rio Pike Roadway Widening & Culvert Improvement** Bid Due Date July 14, 2026

Bond

Penal Sum: Five Percent (5%) of Total Amount Bid

Date of Bond: July 14, 2026

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
Capital City Construction Services, LLC *(Full formal name of Bidder)*	The Cincinnati Insurance Company *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: Cory B. Dobbs *(Printed or typed)*	Name: Mark Neal *(Printed or typed)*
Title: President	Title: Attorney-in-Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: JOSEPH SCOBEY *(Printed or typed)*	Name: Sydney Robinson *(Printed or typed)*
Title: Engineer	Title: N/A

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.

MODIFIED - EJCDC® C-430, Bid Bond (Penal Sum Form).
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THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Ryan P. Rothrock; Patrick A. Beless; Davis Tomblinson; Frank E. Neal, III; Mark Neal; Brent W. Neal; Jerri Bain; Thomas W. Neal; Jared Wilson and/or Erica Rachels

of Brentwood, Tennessee
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Twenty Five Million and No/100 Dollars ($25,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Vestre

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 14th day of July , 2026 .

BN-1457 (3/21)

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00453 – NOTICE OF AWARD

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

Date:
Owner Contract No.: **2026-0191**
Project Name: **Del Rio Pike Roadway Widening & Culvert Improvement**

Bidder:
Bidder Address:

PROJECT: **Del Rio Pike Roadway Widening & Culvert Improvement , 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. 2026-0191

This Agreement is by and between the City of Franklin, Tennessee ("Owner") and Capital City Construction Services, LLC ("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: Del Rio Roadway Widening and* ***Culvert Improvements***

ARTICLE 2—THE PROJECT

2.01 *The Project, of which the Work under the Contract Documents is a part, is generally described as follows:* ***Del Rio Pike Roadway Widening & Culvert Improvement***

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 **180** 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**

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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**.

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
Report of Geotechnical Exploration - Del Rio Pike Culvert Extension	07/30/2024	Geotechnical

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.

(Signatures on Next Page)

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.
This Agreement shall be effective on _____, 2026 (which is the Effective Date of the Contract).

Owner:

City of Franklin, Tennessee
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: **Dr. Ken Moore**
(typed or printed)

Title: **Mayor**
(typed or printed)

Attest: _____
(individual's signature)

Title: **Cayce Anderson, City Recorder**
(typed or printed)

Address for giving notices:
109 3rd Ave South
Franklin, TN 37064

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone:
Email:

Contractor:

Capital City Construction Services LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Date: 07-17-2026
(date signed)

Name: Cory Dobbs
(typed or printed)

Title: President
(typed or printed)

Attest: _____
(individual's signature)

Title: Harriet Greer, Contract Manager
(typed or printed)

Address for giving notices:
P O Box 681117
Franklin, TN 37068

Designated Representative:

Name: Cory Dobbs
(typed or printed)

Title: President
(typed or printed)

Address:
P O Box 681117
Franklin, TN 37068

Phone: 615-659-9233
Email: cdobbs@capitalcitytn.com
License No.: 82164
(where applicable)

State: Tennessee

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00540 – RETAINAGE AGREEMENT

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

(for COF Contract No.2026-0191)

THIS AGREEMENT, is made and entered into on this 17 day of July, 20 26 by and among the **City of Franklin** ("Owner"); Capital City Construction Services, LLC ("Contractor"); and Pinnacle Bank, a corporation organized and existing under the laws of the United States of America, with offices located in Williamson County ("Bank").

WITNESSETH:

WHEREAS, the Owner and the Contractor have heretofore entered COF Contract No. **2026-0191**, (the "Contract"), whereby the Contractor will make improvements to certain real property of the Owner, pursuant to a certain project known as **Del Rio Pike Roadway Widening & Culvert Improvement** ("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.

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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: Cory Dobbs
Title: President

Bank:

Signature: _____
Print Name: _____
Title: _____

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EXHIBIT A – FULL RELEASE
(for COF Contract No. 2026-0191)

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)

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EXHIBIT A – PARTIAL RELEASE
(for COF Contract No. 2026-0191)

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)

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00550 – NOTICE TO PROCEED

City of Franklin, TN

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

Date:

Project Name: **Del Rio Pike Roadway Widening & Culvert Improvement**

Owner's Contract No.: **COF Contract No. 2026-0191**

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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Bond No. 3328764

00610 – CONSTRUCTION PERFORMANCE BOND
(for COF Contract No.2026-0191)

Contractor	**Surety**
Name: Capital City Construction Services, LLC Address *(principal place of business)*: P.O Box 681117, Franklin, TN 37068	Name: The Cincinnati Insurance Company Address *(principal place of business)*: 6200 S. Gilmore Road, Fairfield, OH 45250-5496
Owner Name: **City of Franklin, TN** Mailing address *(principal place of business)*: **109 3rd Ave South** **Franklin, TN 37065**	**Contract** Description *(Name)*: **Del Rio Pike Roadway Widening & Culvert Improvement** One Million Five Hundred Eighty Thousand Fourteen & 22/100 Contract Price: $1,580,014.22 Effective Date of Contract:

Bond

Bond Amount: One Million Five Hundred Eighty Thousand Fourteen & 22/100 ($1,580,014.22)

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
Capital City Construction Services, LLC *(Full formal name of Contractor)*	The Cincinnati Insurance Company *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: Cory B. Dobbs *(Printed or typed)*	Name: Mark Neal *(Printed or typed)*
Title: President	Title: Attorney-in-Fact
Attest: Harriet M. Greer *(Signature)*	Attest: _____ *(Signature)*
Name: Harriet M. Greer *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: Contract Manager	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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Bond No. 3328764

00615 – PAYMENT BOND
(for COF Contract No.2026-0191)

Contractor	**Surety**
Name: Capital City Construction Services, LLC Address *(principal place of business)*: P.O Box 681117, Franklin, TN 37068	Name: The Cincinnati Insurance Company Address *(principal place of business)*: 6200 S. Gilmore Road, Fairfield, OH 45250-5496
Owner Name: **City of Franklin, TN** Mailing address *(principal place of business)*: **109 3rd Ave South** **Franklin, TN 37065**	**Contract** Description *(name and location)*: **Del Rio Pike Roadway Widening & Culvert Improvement** One Million Five Hundred Eighty Thousand Fourteen & 22/100 Contract Price: $ 1,580,014.22 Effective Date of Contract:

Bond

Bond Amount: One Million Five Hundred Eighty Thousand Fourteen & 22/100 ($1,580,014.22)

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
Capital City Construction Services, LLC *(Full formal name of Contractor)*	The Cincinnati Insurance Company *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: Cory B. Dobbs *(Printed or typed)*	Name: Mark Neal *(Printed or typed)*
Title: President	Title: Attorney-in-Fact
Attest: Harriet M. Greer *(Signature)*	Attest: _____ *(Signature)*
Name: Harriet M. Greer *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: Contract Manager	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.

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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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THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Ryan P. Rothrock; Patrick A. Beless; Davis Tomblinson; Frank E. Neal, III; Mark Neal; Brent W. Neal; Jerri Bain; Thomas W. Neal; Jared Wilson and/or Erica Rachels

of Brentwood, Tennessee
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Twenty Five Million and No/100 Dollars ($25,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this day of ,

BN-1457 (3/21)

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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: **Del Rio Pike Roadway Widening & Culvert Improvement**

Owner Contract Number: **COF Contract No. 2026-0191** Owner Project Number: **COF Project No. 2023-013**

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			

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00625 – CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: **City of Franklin, TN**

Engineer:

Contractor:

Project Name: **Del Rio Pike Roadway Widening & Culvert Improvement**

Owners Contract No.: **COF Contract No. 2026-0191**

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: **Del Rio Pike Roadway Widening & Culvert Improvement**
Owners Contract No.: **COF Contract No. 2026-0191**
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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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.

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.

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.

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.

SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

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

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein.

C. If necessary for timely and proper performance of the Work, Contractor shall arrange for use of and access to all additional lands required for temporary construction facilities and storage of materials and equipment.

5.02 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use or access through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any areas used for Contractor's operations; (c) damage to any other land or areas, or to improvements, structures, utilities, or similar facilities; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of any of the Contractor Parties.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of any of the Contractor Parties, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the full extent permitted by Laws and Regulations, defend (at Owner's option in its sole discretion), indemnify and hold harmless the Owner Parties and Engineer, and the consultants and subcontractors of each and any of them, from and against all such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against any of the Owner Parties, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based

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upon, performance of the Work, or because of other actions or conduct of any of the Contractor Parties.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. Upon completion of the Work at the Site, Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

5.03 *Subsurface and Physical Conditions*

A. *Underground Facilities*: Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

B. *Reliance by Contractor on Technical Data*: Contractor may reasonably rely upon the accuracy of Technical Data.

C. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against any of the Owner Parties or Engineer, or any of their consultants or contractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including but not limited to any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to reasonably rely as provided in Paragraph 5.03 is materially inaccurate;

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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;

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.

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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;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

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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 was not shown or indicated with reasonable accuracy, or any related delay, disruption,

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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 necessity to retain a qualified expert to evaluate such condition or take corrective action, if

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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.

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

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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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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:	_____

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00941 – CHANGE ORDER

NO.: _____

Owner: **City of Franklin, TN**

Engineer:

Contractor:

Del Rio Pike Roadway Widening & Culvert Improvement

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:

By:

Signature:

Title:

Date:

Recommended by Dept. Director:

By:

Signature:

Title:

Date:

Contractor Approval:

By:

Signature:

Title:

Date:

Authorized by Owner:

By:

Signature:

Title:

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 A and are made a part of the Bidding Documents for the **Del Rio Pike Roadway Widening & Culvert Improvement Project.**

A. TDOT Special Provision (SP109B) Regarding Payment Adjustment for Bituminous Material

B. Solid Wall High Density Polyethylene (HDPE) Pipe Culvert Liner Specifications

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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 **$** 746.92 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

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Solid Wall High Density Polyethylene (HDPE) Pipe
Culvert Liner Specifications

General

This section shall govern furnishing, installing, grouting and providing all labor, material and equipment necessary to rehabilitate existing culvert pipe by slip lining with high-density polyethylene (HDPE) pipe. The pipes shall be sizes, types, design and dimensions shown on the plans and shall include all connections, joints and other appurtenances as required to complete the work. The slip lining process will require the installer to completely grout the annular space between the host and inserted liner pipe. The grouting process shall be considered subsidiary to this item.

Reference Standards and Specifications

A. AASHTO M 326 – Standard Specification for Polyethylene (PE) Liner Pipe, 300- to 1600-mm Diameter, Based on Controlled Outside Diameter

B. ASTM D 2321 – Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications

C. ASTM D 3212 – Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals

D. ASTM F 477 – Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe

E. ASTM F 585 – Standard Guide for Insertion of Flexible Polyethylene Pipe Into Existing Sewers

Materials

Unless otherwise specified on the plans or herein, culvert pipe renewal shall conform to the following:

A. Liner Material – High Density Polyethylene (HDPE) Pipe

   a. High density polyethylene pipe and fittings shall meet the material requirements in AASHTO M 326 Section 6.1.1.

   b. High density polyethylene pipe and fittings shall meet the dimensional requirements in AASHTO M 326 Section 7.3.1 and 7.3.2. Other sizes may be provided when agreed upon by owner and supplier/manufacturer.

   c. Individual liner section lengths shall be a minimum of 6 feet but shall not exceed 24 feet unless preapproved.

B. Joint Requirements

   a. Pipe joints shall comply with AASHTO M 326 Section 7.8 for watertight joints.

   b. The HDPE pipes used for liners in gravity flow culverts shall be solid wall

construction with mechanical end connectors, male and female consisting of dual interlocking machined grooved (two landing points), meeting requirements of AASHTO M 326 Section 7.7.2 and 7.7.3 for compressive and tensile strength.

c. The elastomeric sealing area must have a gasket that encompasses the full circumference of the mating joint with a minimum width of 0.75".

C. Hydraulic flow characteristics for the liner pipe shall provide a Manning's coefficient of n = 0.010 or smoother. Pipe Manufacturer shall submit 3rd party test data verifying the Manning's coefficient has been achieved.

D. HDPE pipe liners with male and female mechanical end connectors must be supplied by one manufacturer that has a quality management system registered to ISO 9001:2015 and is certified by a third-party registrar with documented annual audits.

E. Other pipe liners that do not meet this specification must be submitted for approval prior to construction.

F. Grouting Material

a. The installer shall utilize material specifications for solidification of the annular void between host and the inserted liner with low-density flowable fill or cellular grout. Cellular grout with a density between 25 and 80 lbs. per cubic foot is preferred. Reduced density flowable fill grout with a density up to 120 lbs. per cubic foot may be used.

G. End Treatment

a. The upstream/inlet end of the new liner pipe shall be fitted with a flow enhancement device to reduce inlet control effects. The opening at the end of the device shall be larger than the ID of the host pipe. Third party test data shall be provided to show improvement of flow by at least 30% at a headwater depth of 1.5 times the liner ID and shall demonstrate an entrance loss coefficient (Ke) of approximately 0.2 for outlet control conditions.

Standard Method of Procedure

The installation contractor should submit a detailed work plan that addresses the following areas:

A. Assessment and Inspection

a. Host pipe cleaning (if required)

b. Video Inspection

B. Sizing and Cleaning

a. Verification of host pipe length, internal dimensions, and adequate clearance

b. Removal of debris, obstructions, sharp edges, and other hindrances to insertion

C. Methodology, Staging, and Job Preparation

a. Water control (coffer dams, bypass pumping, etc.) as needed

b. Erosion control as required

c. Determination of push/pull or combination

d. Coordination of access, storage, and staging areas - See Construction Section for more details

e. Grout tube lengths and location map

f. Vent port location map

D. Staging and Site Preparation

a. Installation of blocking and rails as needed

b. Installation of grout and vent tubes

c. Liner connection areas

E. Pipe Installation - See Construction Section for more details

F. Bulkhead Installation - See Construction Section for more details

G. Grouting of Annular Space - See Construction Section for more details

a. Grout mix density (including foaming instructions and equipment, when used)

b. Grout lift plan and calculations in cases where multiple lifts are used

c. Pressure monitoring of inlet and/or lowest location

H. Post Installation Acceptance

a. Wast removal, cleanup, and restoration

Construction

A. Cleaning

a. It is the responsibility of the contractor to clear the line of obstructions, solids, dropped joints, protruding service connections or collapsed pipe that will prevent the insertion of the liner pipe. The owner/engineer shall approve all activity prior to the commencement of the work. This work will not be paid for directly but shall be considered subsidiary to this item.

B. Pipe Stockpiling and Handling

    a. Stockpile pipe and fittings in a safe manner at each staging area or pit location.

    b. The stockpiling shall be arranged to cause minimum interference to pedestrians and stored outside the safety clear zone of vehicular traffic.

    c. When handling liner pipe, the installer shall take all precautions necessary to avoid damaging the pipe. Pipe with cuts greater than 10% of the wall thickness shall be evaluated for acceptance or repair by the owner/engineer.

C. Installation

    a. The installer must be preapproved by the pipe manufacturer, and a letter of this preapproval must be submitted from the manufacturer to the installer prior to construction.

    b. Liner pipe shall be inserted and installed in accordance with manufacturer's recommendations. Slip liner pipe grade shall be maintained parallel to grade of host pipe. Unless conditions warrant otherwise, female ends should face upstream and male ends should face downstream.

D. Grouting

    a. The installer shall provide bulkheads to seal the open points of each run of pipe to be grouted.

    b. Penetration of the host pipe may be permitted to facilitate grouting of the annular space. Multiple fill pipes may be required.

    c. Venting of the annular space shall be performed to allow for escape of air and excess water and to assure uniform grout placement in the annulus. At minimum, an open ended, high point tap or equivalent vent must be provided and monitored at the bulkhead. Additional vents may be employed which can serve as intermediate grout verification points.

    d. The annular space shall be fully grouted. Grouting in lifts will require multiple grout ports to maintain access to the annular space for sequential injections. Grouting plans should identify which method (or combination) will be used:

        i. Injecting grout from upstream elevation end of the pipe run and allowing grout to gravity flow towards the other end.

        ii. Pumping grout from downstream elevation end of the pipe run and allowing grout to fill the annular space until reaching the vent port on the upstream end of the pipe.

e. The specific grout mix shall be submitted to the owner/engineer by contractor for approval prior to use on this project. The mix shall have a minimum 28-day compressive strength of 150 psi.

    1. Recommended pressure on the annular area should not exceed 2 psi to avoid damage to the pipe. The installer shall be solely responsible for any damage or distortion to the liner pipe due to exceeding the recommendations from the liner manufacturer on the grouting limits.

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APPENDIX B – PERMITS

PERMITS

The following Permits are included, in their entirety, in Appendix B and are made a part of the Bidding Documents for the **Del Rio Pike Roadway Widening & Culvert Improvement Project.**

A. 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. The Contractor shall provide a TDEC Level 1 Certified Inspector. The Contractor shall conduct site inspections twice a week, as well as after major weather events.

B. TDEC Aquatic Resources Alteration Permit (ARAP) for Construction and Removal of Minor Road Crossings – The City of Franklin has obtained an ARAP (NR2404.270) 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.

C. TDEC CGP – The City of Franklin has obtained a Construction General Permit (CGP) for this project. A copy of the permit (TNR248949) 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.

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TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES
Davy Crockett Tower, 9th Floor
500 James Robertson Parkway
Nashville, Tennessee 37243-1102

ARAP Tracking No. NR2404.270

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 NR2404.270 and the terms and conditions set forth in the general permit.

Permittee name:	**City of Franklin Del Rio Pike near Fields at Reese Farm Development**
Authorized work:	**Road Crossing**
Location:	**1685 Del Rio Pk., Franklin , TN 37069, Williamson County**
Latitude:	**35.9376**
Longitude:	**-86.8958**
Waterbody name:	**Harpeth River**
Effective date:	**11/07/2024**
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.

Print

Allison Davis

From: John Leffew <John.Leffew@tn.gov>
Sent: Wednesday, January 7, 2026 2:10 PM
To: Ralstin, Brian
Cc: Allison Davis; Modlin, Ryan; Freeman, Gregory
Subject: RE: ARAP NR2404.270 Status Question

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

The ARAP is effective until May 15, 2030.

John W. Leffew, P.G.
Division of Water Resources

Thank you for helping us protect Tennessee waters.

John W. Leffew, P.G.| Environmental Scientist 3
Division of Water Resources
Nashville Field Office
711 R.S. Gass Blvd, Nashville, TN 37216
p. 615-744-9419
John.Leffew@tn.gov
tn.gov/environmen

From: Ralstin, Brian <BRalstin@benesch.com>
Sent: Tuesday, January 6, 2026 9:48 AM
To: John Leffew <John.Leffew@tn.gov>
Cc: Allison Davis <allison.davis@franklintn.gov>; Modlin, Ryan <rmodlin@benesch.com>; Freeman, Gregory <GFreeman@benesch.com>
Subject: [EXTERNAL] ARAP NR2404.270 Status Question

Hi John,
I wanted to reach out and ask about the status of ARAP NR2404.270. Work has not started on the site; however, we would anticipate that this project will begin by Spring of this year. With the new CGP, will this ARAP need to be resubmitted? The planned work has not changed. Please let me know if you have any questions or would like to discuss further.

Thank you-

Brian Ralstin, PE, VMA
Design Team Lead | Senior Associate

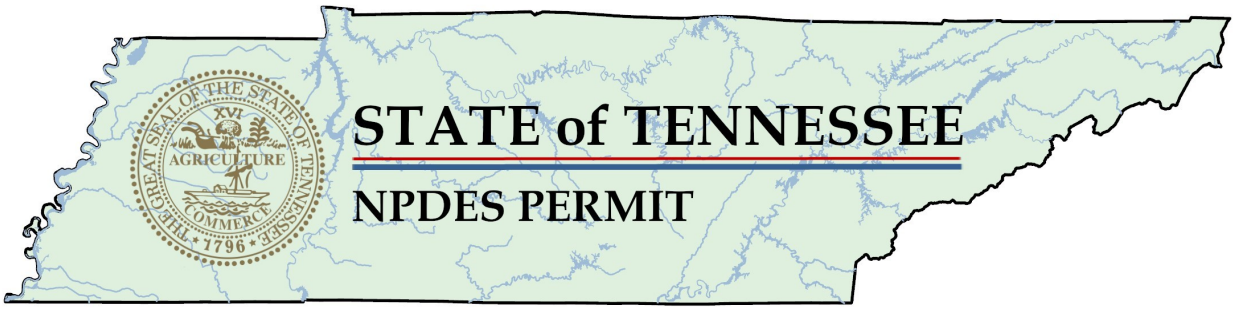
bralstin@benesch.com
direct: 615-988-2882 **mobile:** 219-512-3291 **office:** 615-370-6079
574 Franklin Road, Suite 300, Franklin, TN 37069





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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. TNR248949

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:	**Del Rio Pike**
Area of Disturbance:	**1.492 acres**
Master Tracking Number:	**TNR248949**
Permittee Name:	**City of Franklin**
Project Name:	**Del Rio Pike**
is authorized to discharge:	stormwater associated with construction activities
from facility location:	**1685 Del Rio Pike, Franklin, TN 37069, Williamson County**
to receiving waters named:	**Harpeth River tributary (Del Rio Creek)**
Effective date:	**05/04/2026**
Expiration date:	**09/30/2026**
Contractors:	**no contractor identified**

No Exceptional Tennessee Waters were identified by TDEC.
TDEC identified likely presence of threatened or endangered species in one mile radius. See CGP Section 1.3.
CN-0759 RDA 2366

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City of Franklin

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

File #: 26-0972

DATE: 8/27/2026

TO: Capital Investment Committee

FROM: Paul Holzen, Director of Engineering
Jimmy Wiseman, Asst. Director of Engineering

SUBJECT:

Consideration Of DRAFT Resolution 2026-68, A Resolution Declaring Certain Right-Of-Way Located At The End of Buckworth Avenue Between 1010 and 1011 Buckworth Avenue As Surplus

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2026-68.

BACKGROUND/STAFF COMMENTS:

The purpose of this resolution is to declare a portion of City-owned right-of-way located at the end of Buckworth Avenue as surplus property. Staff has determined that this segment of right-of-way is no longer necessary or desirable for public use and functions as a non-buildable remnant parcel. Because the value of the property is less than $75,000, the Municipal Code allows the City to dispose of the right-of-way through negotiated contract in a manner that protects the public interest. Declaring the property surplus will allow the City to transfer ownership to the property owners, returning the land to the tax roll and eliminating the need for ongoing municipal maintenance. As part of the disposition, the City will require appropriate public utility, drainage, and access easements, or as determined by the City Engineer, to ensure continued service and connectivity. The proposed action is consistent with City policy for right-of-way abandonment.

FINANCIAL IMPACT:

There is no financial impact to the City.

RECOMMENDATION:

Staff recommends that Resolution 2026-68 that be recommended to the Board of Mayor and Aldermen for approval.

RESOLUTION 2026-68

A RESOLUTION DECLARING CERTAIN RIGHT-OF-WAY LOCATED AT THE END OF BUCKWORTH AVENUE, BETWEEN 1010 AND 1011 BUCKWORTH AVENUE, AS SURPLUS

WHEREAS, the Board of Mayor and Aldermen (BOMA) by approving this resolution, are determining that the existing right-of-way between 1010 Buckworth Avenue and 1011 Buckworth Avenue as shown on Exhibit A is no longer necessary, suitable, and desirable as public right-of-way ; and

WHEREAS, because this right-of-way as shown in Exhibit A is no longer needed, the City now desires to declare the right-of-way surplus property in order to sell or dispose of the property to the adjoining property owner of Map 078G, Parcel No. 7.00; and

WHEREAS, the existing right-of-way between 1010 Buckworth Avenue and 1011 Buckworth Avenue would be considered a non-buildable lot and staff has determined the value to be less than $75,000; and

WHEREAS, in general the surplus property shall be disposed of 100% to property owners located at 1011 Buckworth Avenue as shown in Exhibit A; and

WHEREAS, the City will realize additional tax benefits from this property being returned to the tax roll with such transfer of ownership of the property; and

WHEREAS, Municipal Code Title 5, Chapter, 8, Section 5-802 allows for the BOMA to sell or dispose of right-of-way be negotiated contract or by other means that will adequately protect the public interest when the value does not exceed $75,000.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the right-of-way as shown in attached Exhibit A is hereby declared surplus property.

BE IT FURTHER RESOLVED by the Board of Mayor and Aldermen that the right-of-way so declared as surplus shall be disposed 100% to the property owner of Map 078G, Parcel No. 7.00 as negotiated by the City Engineer and approved by the City Administrator with the following conditions:

1) Require a Public Utility and Drainage Easement on 100% of the property being vacated.
2) Require a Private Access Easement on 100% of the property being vacated as shown in Exhibit A or as determined by the City Engineer. The existing pavement and any physical improvements within the easement shall become the maintenance responsibility of the property owners.
3) Require the property owners to complete a survey for the surplus right-of-way and prepare legal descriptions for the portion to be disposed to the adjoining owners of Map 078G, Parcel 7.00.
4) According to City policy, staff shall not abandon portions of the right-of-way and shall ensure the property, as shown on Exhibit A, is abandoned in its entirety.
5) The Board hereby authorizes the City Administrator to execute all documents, easements, and deeds necessary to complete the right-of-way abandonment.

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

ATTEST:

By:_____
Cayce Anderson
City Recorder

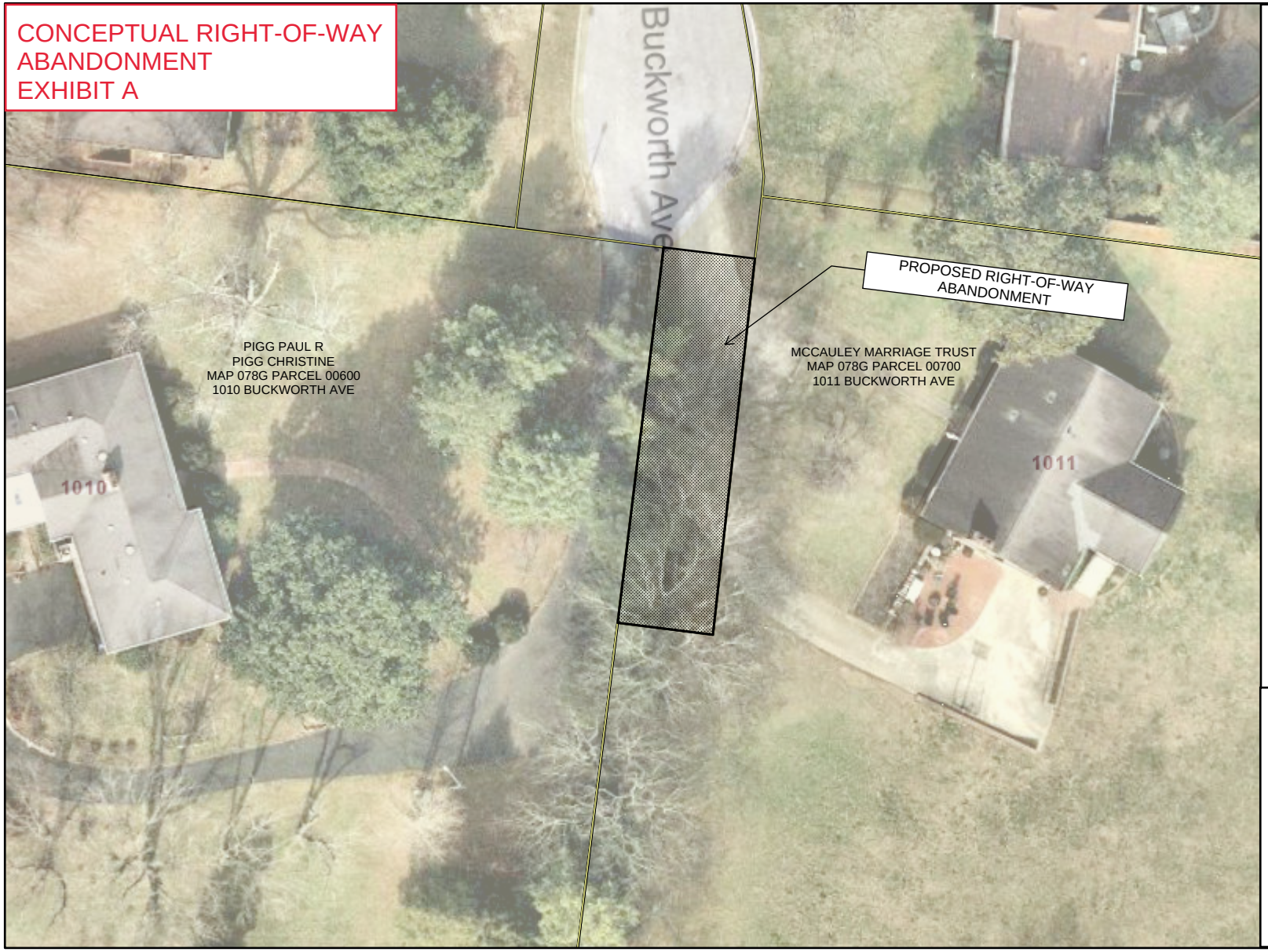
CITY OF FRANKLIN, TENNESSEE:

By:_____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney

CONCEPTUAL RIGHT-OF-WAY ABANDONMENT
EXHIBIT A



NOTE: THIS EXHIBIT WAS PREPARED USING CITY OF FRANKLIN GIS INFORMATION AND MAY NOT BE 100% ACCURATE

PROPOSED PUBLIC UTILITY, DRAINAGE AND ACCESS EASEMENT
(ALL IMPROVEMENTS TO BE MAINTAINED BY THE PROPERTY OWNER)

EX RIGHT-OF-WAY BETWEEN 1010 AND 1011 BUCKWORTH AVE. CITY OF FRANKLIN

City of Franklin GIS Dept. | COF GIS Dept. | COF GIS | Esri., Inc., City of Naperville, Illinois | MVUD, HB&TS | COF Engineering Dept. | City of Franklin GIS Dept./Williamson County GIS Dept. | Williamson County Tennessee, City of Franklin Tennessee |

City of Franklin

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

File #: 26-0991

DATE: 8/27/2026

TO: Capital Investment Committee

FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
William Banks, Staff Engineer

SUBJECT:

Consideration Of Amendment 2 To COF Contract No. 2018-0242, A Professional Services Agreement With Barge Design Solutions, Inc., For The Columbia Ave Widening And Improvements Project (TDOT PIN 121454.00)

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 2 to COF Contract No. 2018-0242, a Professional Services Agreement (PSA) with Barge Design Solutions (Barge) for Final Design Services on the Columbia Avenue Widening and Improvements Project.

BACKGROUND/STAFF COMMENTS:

The widening of Columbia Avenue (US-31/SR-6) is needed to accommodate the projected traffic volume and increase the mobility and safety to and from downtown Franklin. The project generally includes a new five-lane typical section, with medians in some locations, as originally proposed and approved via Resolution 2017-43. The project is currently in the Right-of-Way (ROW) Acquisition Phase.

On December 11, 2018, the City and the Barge Design entered into a Professional Services Agreement, COF Contract No. 2018-0242, entitled Columbia Avenue (SR-6/US-31) Widening and Improvements Project (TDOT PIN 121454.00) – Final Design Services. This PSA provided for full design of the project through construction plans.

Amendment No. 1 was approved by BOMA on November 18, 2024. The city and Barge Design recognized the need for additional work related to updating the Right-Of-Way (ROW) Plans, modifications to easements, updates to the acquisition of properties, providing field survey staking for ROW acquisition consultants (not included within the original PSA), updating Legal Descriptions and Exhibits per updated TDOT requirements/feedback, generating additional Legal Descriptions and Exhibits, and preparing a TDOT required Notice of Continuing Action (NOCA) environmental

document.

For proposed Amendment No. 2, the city and Barge Design recognize the need for additional work related to revising the ROW plans, revising proposed easements, updates to ROW and easement exhibits because of owner negotiations, and the inclusion of contingency design funds for possible environmental/NEPA updates and/or additional ROW/easement revisions. A large portion of this amendment allows for the migration of the design files to the new design software in current use by TDOT, as the previous design software has been discontinued by its manufacturer. The migration of the design to the currently supported software suite will better allow for any necessary revisions and corrections as the project continues toward completion.

See “Attachment A” to the proposed Amendment 2 to COF Contract No. 2018-0242 for Barge’s detailed scope of services and compensation fee summary.

FINANCIAL IMPACT:

This PSA Amendment 2 shall be for a not-to-exceed cost increase of $694,723.00. PSA Amendment 1 was for a not-to-exceed cost increase of $322,528.00. The original PSA (COF Contract No. 2018-0242) total cost was $750,000.00. With the approval of Amendment 2, the new contract ceiling will become $1,767,251.00.

The Columbia Avenue Widening and Improvements Project, in its basic form, is funded almost entirely by Federal and State Funds (80% Fed/20% State). Because the City of Franklin is managing this project, it will be required to initially pay invoices and then request reimbursement from TDOT. The project is currently funded from a combination of sources: up to $37,440,000.00 in Federal Surface Transportation Block Grant (STBG) funds, up to $9,360,000.00 in State transportation funds, with the city assuming some upcoming utility relocation agreement costs.

RECOMMENDATION:

Staff recommends that Amendment 2 to COF Contract No. 2018-0242 be recommended for approval by the Board of Mayor and Aldermen.

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT FOR COLUMBIA AVENUE (SR-6/US-31) WIDENING AND IMPROVEMENTS PROJECT (TDOT PIN 121454.00) FINAL DESIGN SERVICES

COF Contract No. 2018-0242

ENTERED INTO by and between the CITY OF FRANKLIN, TENNESSEE ("City") and BARGE DESIGN SOLUTIONS, INC. ("Consultant") as of this _____ day of _____, 2026.

RECITALS:

WHEREAS, the City and Consultant entered into an agreement (COF Contract No. 2018-0242 dated December 11, 2018 (the "Agreement") entitled Columbia Avenue (SR-6/US-31) Widening and Improvements Project (TDOT PIN 121454.00) – Final Design Services ("Project") in the amount not-to-exceed Seven Hundred Fifty Thousand and No/100 Dollars ($750,000.00); and

WHEREAS, the purpose of the Agreement was to provide engineering design services and related technical services for the Project's design phase; and

WHEREAS, on November 18. 2024, the Board of Mayor and Aldermen approved Amendment No. 1 to the Agreement with the Consultant for additional work related to updating the Right-Of-Way (ROW) Plans, modifications to easements, updates to the acquisition of properties, providing field survey staking for ROW acquisition consultants, updating Legal Descriptions and Exhibits, generating additional Legal Descriptions and Exhibits, and preparing a Notice of Continuing Action (NOCA) environmental document in the amount of Three Hundred Twenty-Two Thousand Five Hundred Twenty-Eight And No/100 Dollars ($322,528.00); and

WHEREAS, the parties desire to amend the agreement to include additional work related to revising Right-Of-Way (ROW) plans, revising proposed easements, revising the ROW Acquisition Table, revising Legal Descriptions, revising ROW exhibits, producing additional Legal Descriptions, producing additional ROW exhibits, and preparing a NEPA preconstruction re-evaluation; and

WHEREAS, the Consultant has provided a Proposal ("Attachment A"), dated July 27, 2026, to provide the additional services requested by the City at a Not-to-Exceed Cost Increase of Six Hundred Ninety-Four Thousand Seven Hundred Twenty-Three and No/100 Dollars ($694,723.00), creating a new Agreement total cost in the amount of $1,767,251.00; 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. Consultant's Responsibilities and Duties. The Consultant shall perform the work as proposed in Attachment A, dated July 27, 2026, which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.

B. City's Responsibilities and Duties. The City shall pay the Consultant for the cost of the work as described in Attachment A in the Not-to-Exceed amount of Six Hundred Ninety-Four Thousand Seven Hundred Twenty-Three and No/100 Dollars ($694,723.00). The City reserves the right to issue any payments jointly to the Consultant and Sub-Consultant when the City receives information that the Consultant has not paid its Sub-Consultant.

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 December 11, 2018, and Amendment No. 1 dated November 18, 2024, 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: _____

BARGE DESIGN SOLUTIONS, INC.:

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM BY:

_____
Ronda D. Webb, Assistant City Attorney

ADDITIONAL SERVICES AMENDMENT NUMBER 2

This amendment to the Professional Services Agreement dated December 11, 2018, between City of Franklin (Client) and Barge Design Solutions, Inc. (Barge) is for additional services described as follows:

Project: Columbia Avenue (SR-6/US-31) Widening and Improvements Project (TDOT PIN 121454.00) – Final Design Services
COF Contract No. 2018-0242
Project Description: Columbia Avenue (SR-6/US-31) Widening and Improvements Project From SR-397 (Mack Hatcher Parkway) to Downs Boulevard

I. PROFESSIONAL SERVICES: Barge agrees to perform the additional services under this Amendment as described in Exhibit A.

II. COMPENSATION: The compensation to be paid to Barge for providing the requested additional services shall be paid in accordance with Exhibit A.

III. TERMS AND CONDITIONS: Services performed under this amendment are subject to the same terms and conditions described in the Professional Services Agreement as referenced above.

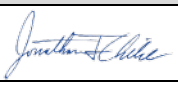
City of Franklin		**Barge Design Solutions, Inc.**	
By:		By:	
Printed Name:		Printed Name:	Jonathan Childs
Title:		Title:	Senior Vice President
Address:		Address:	615 3rd Avenue South, Suite 700 Nashville, Tennessee 37210

Exhibit A - Scope of Work
Amendment #2
Columbia Avenue (SR-6/US-31)
Widening and Improvements Project
TDOT PIN 121454.00
COF Contract No. 2018-0242
City of Franklin
7/27/2026

The scope of work is presented in the following elements.

I. Project Description
II. Scope of Services
III. Project Understanding, Assumptions, and Exclusions
IV. Time of Performance
V. Client's Responsibilities
VI. Deliverables
VII. Compensation

I. Project Description

Barge Design Solutions, Inc. (Barge) is proposing to provide additional services for Columbia Avenue (SR-6/US-31) Widening and Improvements Project, (TDOT PIN 121454.00). This Scope of Services is an amendment to the original contract dated December 11, 2018, and Amendment #1, dated October 18, 2024. This Scope of Work includes additional work related to revising Right-Of-Way (ROW) plans, revising proposed easements, revising the ROW Acquisition Table, revising Legal Descriptions, revising ROW exhibits, producing additional Legal Descriptions, producing additional ROW exhibits, and preparing a NEPA pre-construction re-evaluation.

II. Scope of Services

Barge proposes the following Scope of Services related to the above-noted items.

A. Project Management
   1. The original agreement included attendance at up to thirty progress and coordination meetings. This supplemental agreement includes an additional twenty-six meetings. It is assumed that six additional monthly ROW meetings will be required, four coordination meetings with utility owners, and twelve monthly meetings with the City of Franklin for finalizing construction plans.
      a. It is assumed only four major utility owners will require coordination for construction plans - City of Franklin Water and Reclaimed Water Division, City of Frankin Traffic Operations, ATMOS Energy, and Middle Tennessee Electric (MTE).
      b. Minor coordination with AT&T, Comcast, and 3 unnamed fiber companies are included.
   2. Barge will provide monthly invoices per the original contract.
   3. Barge will provide Opinion of Probable Construction Cost (OPCC) per the original contract.686

B. Environmental Services
    1. NEPA Re-evaluation
        a. NEPA Re-evaluation will not be started without prior agreement with the City.
        b. Barge will prepare a construction reevaluation of the previously approved NEPA Categorical Exclusion (CE) document to determine whether the approved document remains valid. Barge will initiate work on this task upon authorization from the City and team kick-off meeting.
        c. Scope includes:
            i. Review of previously approved environmental documentation and supporting technical studies;
            ii. Review of current project plans and comparison to the approved project scope and footprint;
            iii. Updated desktop environmental resource reviews;
            iv. Updated agency coordination and consultation;
            v. Evaluation of applicable environmental resource areas including, as appropriate:
                - ecological resources and threatened/endangered species,
                - wetlands and waters of the U.S.,
                - cultural resources,
                - hazardous materials,
                - Section 4(f)/6(f),
                - farmlands,
                - floodplains,
                - noise,
                - and other applicable resource categories;
            vi. Documentation of whether previously completed studies and coordination remain valid or require supplemental evaluation;
            vii. Preparation of the CE reevaluation document and responses to TDOT review comments.
        d. The reevaluation is anticipated to substantially rely upon previously approved environmental documentation and technical studies where such information remains valid and applicable. Additional field investigations, technical analyses, or agency coordination identified during the reevaluation process may require a scope and fee amendment.
    2. Wetland and Stream Delineation
        a. For the wetlands and stream delineation task, Barge ecologists will delineate the boundaries of any identified wetlands located in the immediate area of the intersection of Columbia Avenue, Downs Boulevard and Robin Hill Road using the U.S. Army Corps of Engineers (USACE) Routine On-site Determination method as described in the 1987 Corps of Engineers Wetlands Delineation Manual and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region (Version 2.0). This will include documenting presence or

absence of hydrophytic vegetation, hydrology, and hydric soil indicators at designated sample points, which will then be used to determine wetland boundaries. Additionally, the USACE Wetland Data forms will be completed. Data forms will be provided within the final package mentioned below.

In addition to wetlands, any other aquatic resource features observed such as ephemeral, intermittent, and/or perennial streams will be identified and delineated. Barge will complete the Tennessee Department of Environment and Conservation (TDEC) Hydrologic Determination (HD) forms as described in the Guidance for Making Hydrologic Determinations (Version 1.5) for identified channels. HD forms will be completed for each linear aquatic resources by a Tennessee Qualified Hydrologic Professional or In-Training (TN-QHP or TN-QHP-IT) to determine their status as being a non-jurisdictional “wet weather conveyance” or a jurisdictional “stream”. TDEC HD data forms will be provided within the Wetlands and Other Waters Report.

The boundaries of the identified and delineated wetlands and other aquatic resources will be marked in the field with flagging and delineated with a handheld GPS unit. Results of the delineation will be provided in a Wetlands and Other Waters Report, which will include figures, written descriptions of aquatic features, data forms, tables, and a photographic summary of delineated aquatic resources.

C. Survey & Design Services
    1. Survey
        a. Updating ten properties’ existing right-of-way and property lines based on recent sales and deed changes.
        b. Establishing one new property based on recent sales.
        c. Dividing one property into two properties based on recent ownership changes.
        d. Combining three tracts into one property.
    2. Legal Descriptions & ROW Exhibits
        a. Revise Legal Descriptions & ROW Exhibits for an additional sixteen tracts based on ROW Negotiations.
        b. Revise Legal Descriptions & ROW Exhibits for seven additional tracts due to ownership change.
        c. Revise up to five additional Legal Descriptions & ROW Exhibits based on future ROW Negotiations.
        d. Revise up to five additional Legal Descriptions & ROW Exhibits due to ownership change. This includes five existing properties that may be subdivided or combined.
    3. Design
        a. Prepare revisions, including:
            - Drainage design revisions at three locations
            - Driveway revisions at ten locations

- Utility revisions at two locations
- Redesign two parking lots
- Realignment of a side road
- Revising multiple tract area calculations in the acquisition table from acres to square footage at the request of the right-of-way negotiation team.

b. Includes five future major revisions due to ROW negotiations.
   - Major revisions are generally defined as updates to more than five private drives or changes resulting in updates to the Open Road Designer (ORD) design files including cross-sections, side road profiles & alignments, Columbia Ave profile & alignment, proposed signal design, proposed drainage design, proposed utility design, or changes to existing property or ROW linework.
   - Major design revisions will not be started without prior agreement with the City.
   - Includes four additional utility revisions, one per utility owner. Those revisions are assumed to come from coordination efforts with the City of Franklin Water & Reclaimed Water Division, the City of Frankin Traffic Operations, ATMOS Energy, and Middle Tennessee Electric (MTE).
     - Design revisions from utility coordination efforts will not be started without prior agreement with the City.

4. OpenRoad Designer (ORD) uplift
   a. MicroStation SS2/GEOPAK is not compatible with Windows 11 or newer operating systems, and support for its last compatible platform, Windows 10, ended in October 2025. As both the operating system and design software are now unsupported, continued use presents increasing security, reliability, and compatibility risks. To address these concerns, TDOT transitioned its standard CADD platform to OpenRoads Designer (ORD) several years ago.

      Any future roadway or utility design revisions, particularly those involving alignments, drainage, or cross sections, would require the project to be upgraded to ORD. Because ROW acquisition frequently results in design changes, and this project has already undergone revisions, additional modifications are likely as the project advances. Upgrading to ORD would ensure the project can be efficiently maintained and updated through completion.
5. Geotechnical Engineering
   a. Barge will partner with TTL in completing geotechnical investigations. Due to the time lapse since the original contract, there is an expected cost difference between the current cost and the cost proposal from 2018. The amount requested in the Fee Proposal is the difference in the two different costs.

III. Project Understandings, Assumptions, and Exclusions

Barge will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows.

- Barge assumes 12-months from approval of this amendment until final construction plans are delivered.
- Barge will have access to the site and adjoining areas, as required.
- The Wetland and Stream Delineation investigation area will be in the immediate area to the intersection of Columbia Avenue, Downs Boulevard and Robin Hill Road.
- Two responses to requests for additional information from the City and/or TDOT are included per each deliverable.
- Permit, recording fees, etc., are to be paid by the Client/Owner.
- Design will not be phased, and one set of construction documents will be produced.
- Descriptions and exhibit drawings for the acquisition of easements are to be prepared one time as noted herein.
- In providing the Opinion of Probable Construction Cost (OPCC), the Client understands that Barge has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing, and that Barge's OPCCs are made on the basis of professional judgment and experience. Barge makes no warranty, expressed or implied that the bids or the negotiated cost of the work will not vary from Barge's OPCC.
- SWPPP Coordination including preparing the SWPPP and Notice of Intent (NOI) and submitting to TDEC as well as the TDEC General ARAP was included in the original agreement and is not, therefore, included in this amendment.
- The following excluded services can be provided as an additional service with an appropriate adjustment in fees.
    - Surveying services beyond what is indicated in this Scope of Services.
    - Hydrologic modeling services
    - Air quality modeling and detailed impact studies, if deemed necessary by regulatory agencies
    - Bat mist net/radio tracking
    - Final negotiation of mitigation strategy or ratios
    - Development of final mitigation plans
    - Hydrologic Determination (HD) and Jurisdictional Determination (JD) submittals to TDEC and USACE, respectively.
    - 401/404 permitting from USACE and/or TDEC
    - Compensatory Mitigation planning
    - Stream Quantification Tool (SQT) assessment
    - Cultural Phase I and Phase II
    - Asbestos assessment
    - Floodway modeling/studies
    - Architectural and engineering design services
    - Construction staking
    - Foundation survey
    - Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from differing field conditions discovered during construction (such as, but not limited to, soil conditions, environmental issues, etc.)
    - Any work not specified in the above Scope of Services

IV. Time of Performance

Barge is prepared to begin work immediately after receiving a signed professional services agreement or written authorization to proceed.

V. Client's Responsibilities

Barge strives to work closely with our clients. For the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

- Provide information as required to support development of Barge's scope, as required in the project agreement for services.
- Provide review comments in a timely manner.
- Provide single point of contact for project coordination purposes.
- Coordination of public meetings, including public announcements/invitations, providing meeting space, public information, and associated expenses will be provided by Client.

VI. Deliverables

Deliverables that will be produced under this Supplemental Scope of Services include:

- Notice of Continuing Action
- Wetlands and Other Waters Report in PDF format.
- Revised ROW Plans based on requested ROW Revisions outlined in this scope of services.
- Revised Legal Descriptions & ROW Exhibits for Tracts affected by future ROW Revisions.

VII. Compensation

The compensation to be paid to Barge for the requested services is provided in the Fee Summary Table below.

Fee Summary Table

Items	Fee Type	Fee Amount
A. Project Management	Lump Sum	$63,390
B. Environmental Services		
a. Wetland and Stream Delineation	Lump Sum	$8,345
C. Survey & Design Services		
a. On-going ROW Revisions Requests	Lump Sum	$136,480
b. On-going Utility Coordination Design Services Requests	Lump Sum	$109,480
c. OpenRoad Designer (ORD) Uplift	Lump Sum	$188,190
d. Geotechnical Update	Lump Sum	$19,428
D. Future Requests		
a. ROW Revisions Requests	Lump Sum	$158,350
b. NEPA Re-evaluation	Lump Sum	$11,060
TOTAL		**$694,723**

The fees provided above are valid up to three (3) months from the date of this proposal.

May 6, 2026

624 Grassmere Park, Ste. 14
Nashville, TN 37211
615.331.7770
www.TTLUSA.com

Mr. Dominic Stone, PE
Project Manager
Barge Design Solutions (Barge)
615 3rd Avenue South, Suite 700
Nashville, Tennessee 37210
615.252.4436
dominic.stone@bargedesign.com

RE: Geotechnical Exploration Services
Columbia Avenue (SR 6) Widening and Improvements Project
Franklin, Williamson County, Tennessee
TDOT PIN No. 121454.00
TTL Project No. 25-08-02921, Revision 1

Dear Mr. Stone:

We appreciate having the opportunity to propose geotechnical exploration services for the improvements project planned in Williamson County, Tennessee. We submitted our original proposal on September 29, 2025, but services were not authorized in the same calendar year. We have been requested to revise our proposal to adjust the fees for services performed in 2026. This revised proposal supersedes our original proposal and contains our understanding of the project, describes our scope of services, the associated fee, our expected schedule, and it provides a means to authorize our services.

PROJECT INFORMATION

We were provided with project plans by Mr. Dominic Stone with Barge in several telephone conversations and email communications since September 2, 2025. Included in one of the emails was a PDF set of drawings (containing 273 sheets) titled "2025_07_25_Columbia Ave ROW REV 8 Full Plans.pdf" prepared by Barge.

The project consists of widening the existing Columbia Avenue from Mack Hatcher Parkway to Downs Boulevard (approximately 1.379 miles in length). The widening of the existing two- to three-lane road will include two lanes in each direction with a center turn lane and adding sidewalks. Business entrances will be modified at some locations, and a short section of access road is planned on the east side of Columbia Pike directly across from the current Downs Boulevard intersection to provide improved access to some local businesses. Other improvements may include lighting and signalization.

PROJECT ASSUMPTIONS

In response to your request, we have developed a scope of work based on the following assumptions:

Project length: About 7,300 linear feet along Columbia Avenue, as well as about 500 linear feet of new road east of Downs Boulevard and 800 linear feet on Down's Boulevard

Grading: Cut depths up to 5 feet and fill thicknesses up to 13 feet

Surveying: TTL will provide planned boring locations to Barge, who can mark the planned locations in the field prior to drilling. We will estimate the boring locations relative to the survey stakes. Otherwise, we will locate the borings by pacing distances from known landmarks or with a hand-held, recreational GPS unit. Surveying the actual boring locations is not included.

Bridges: Currently, none planned

Box Culverts: Existing box culvert extensions are planned for crossings at Saw Mill Creek and Swanson Branch

Retaining Walls: Currently, none planned

Access: Some of the exploration will be located within existing right-of-way (ROW). For test locations outside of existing ROW, we will make reasonable efforts to gain voluntary permissions for entry from private property owners, where appropriate. We request Barge provide contact information for property owners along the alignment. Barge personnel will be notified, if necessary, of any properties where entry might be denied. We have assumed the borings will be performed with all-terrain vehicle drilling equipment. Borings will be offset to readily accessible areas of the alignment, where feasible. Clearing access to the boring locations is not included.

Utilities: Following the borehole staking, we will contact Tennessee 811 to request marking of underground utilities by member utility companies. We will also contact non-member utilities listed in the project plans, if provided. Neither TTL nor Barge are responsible for repair of damaged utility lines or loss of utility service for lines that have not been marked or are not properly marked by others.

Site Restoration: We have included a budget for minor site restoration, such as smoothing, seeding, and strawing of ruts left by our equipment. Replacement of sod or other landscaping is not included. Boreholes will be backfilled with a combination of drill cuttings and bentonite chips. Where pavements are penetrated, a surface patch of asphalt or concrete will be applied. Return trips to "top off" borehole backfill that may subside over time are not included.

Traffic Control/Permits: Excavation permits are typically required for work performed along existing ROW in Williamson County, as well as TDOT. We have included a contingency in our budget for these services. We do not plan to drill in existing travel lanes. Therefore, lane closures or lane reductions are not anticipated. However, we have assumed some traffic control will be

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required for working along the existing ROW and have included a budget for these services.

Work Schedule: The borings can be accomplished during normal working hours (7am to 5pm, Monday through Friday) and it will take no more than 3 working days to complete the borings. However, reduced hours may be required by Williamson County or TDOT for work performed within their associated ROWs.

Other: Attending routine progress meetings with design team members are not included

SCOPE OF SERVICES

The purposes of the exploration will be to explore site and subsurface conditions and to develop geotechnical recommendations in support of the design and construction of the project in general accordance with TDOT Specifications. Our work will begin with a site reconnaissance and boring stakeout, followed by soil borings performed by a conventional auger drilling rig, laboratory testing, and engineering analysis. The assessment of environmental concerns is not included.

We will begin the exploration by conducting a site reconnaissance to:

- observe and document the surface conditions and topographic features on the site
- mark planned boring locations by pacing distances and estimating right angles from existing site landmarks, by using a hand-held Global Positioning System (GPS) unit, or station stakes provided by others
- adjust the boring locations as needed to avoid overhead or identified underground utilities or surface obstructions

Surveying the borings for horizontal control or elevation is not included.

We propose to explore subsurface conditions at the site by advancing up to 19 test borings along the planned alignment with up to three borings at the planned box culvert extensions. The borings will be extended to depths ranging between 10 and 15 feet below existing grades or to auger refusal, whichever is less. Exploration of refusal materials, if encountered, is not planned. Our budget includes not more than 200 linear feet of soil drilling.

Field exploration will include:

- advancing soil test borings by conventional auger drilling
- performing standard penetration testing and split-barrel sampling of soil in general accordance with ASTM D1586 (SPT sampling) while drilling above auger refusal, with typically four samples in the top 10 feet, and then every 5 feet thereafter until boring termination
- collecting up to three bulk samples of representative materials from expected cut

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areas

- checking borings for the presence of groundwater upon completion of auger drilling (next-day or long-term observations for groundwater are not included)
- backfilling the boreholes with a combination of auger cuttings and bentonite chips; where pavements are penetrated, a surface patch of asphalt or concrete will be applied
- a TTL professional will be present during drilling to observe field activities, document encountered conditions, and classify recovered soil samples according to the Unified Soil Classification System (USCS) defined by ASTM D2487 and D2488

If we encounter conditions that are unusual or possibly problematic for the project, we will contact you to discuss modifications to the scope to address specific needs dictated by the conditions encountered.

In the laboratory, testing of selected soil samples may include:

- water content of soil (ASTM D2216)
- Atterberg limits (ASTM D4318)
- grain size analysis (ASTM D6913 or D1140)
- moisture-density relationship (ASTM D698)
- California Bearing Ratio (ASTM D1883)

Additional tests not listed above may be performed based on actual materials recovered and considering the planned construction, but not all soil samples will be tested. TTL will retain the soil samples for 60 calendar days following the submittal of the geotechnical engineering report. After this time, the soil samples may be discarded unless directed otherwise.

Following completion of the field and laboratory work, we will complete engineering analysis and prepare a geotechnical report for the planned improvements. The report will present the results of our exploration and provide geotechnical recommendations pertinent to the design and construction of roadway improvements. The report will include boring logs, laboratory test results, and a boring location plan including standard TDOT geotechnical sheets (G-Sheets). Barge personnel will provide TTL electronic drawing files (roadway plans, profiles and cross-sections, as appropriate), which we may use to develop the subsurface program, geotechnical recommendations and drawings. Our work will be performed in general accordance with the TDOT Geotechnical Engineering Report Manual and the FHWA Subsurface Investigations-Geotechnical Site Characterization (FHWA NHI-01-031). Follow-up comments or modifications to the report or drawings are **NOT** included.

SCHEDULE AND COMPENSATION

We will begin work on the project after receipt of written authorization. We expect the field work will begin within about two weeks after authorization and property owner access approval. Property

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owner access could take up to two weeks to complete. Field work should take no more than three working days to complete barring delays beyond our control. Laboratory testing will take about two to three weeks to complete. The report and drawings will take up to six weeks to complete after completion of the field and laboratory work. This schedule generally anticipates submittal of the report within about 10 to 12 weeks after authorization. We can provide preliminary results and recommendations by phone or email prior to submittal of the final report.

We will perform the scope of services outlined above on a time and materials basis in accordance with the appended Cost Estimate sheet for a Not To Exceed amount of $41,097. We will obtain your authorization for additional services if changes in the scope of work are considered necessary based on encountered conditions or because of a request for additional services.

CLOSING

We appreciate having this opportunity to be of service to you. Please contact us if you have questions or require additional information.

Sincerely,
TTL, Inc.

Ethan P. Laird, PE
Project Engineer

Leanna S. Whitwell, PE
Regional Manager – Geotechnical Services

Attachments: Cost Estimate Form
PSA

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Geotechnical Exploration and Engineering Professional Services
Columbia Avenue (SR 6) Wideing and Improvements Project
Franklin, Williamson County, Tennessee
TTL Project No. 25-08-02921, Revision 1

COST ESTIMATE

1.0 DRILLING SERVICES

		Qty.		Rate			Cost
1.1	Drilling Services - Minimum Daily Charge	3	$	3,500.00	per day	$	10,500.00
1.2	Project Professional I	8	$	154.00	per hour	$	1,232.00
1.3	Senior Project Tech III (Field Logger)	24	$	113.00	per hour	$	2,712.00
1.4	Traffic Control	3	$	2,100.00	per day	$	6,300.00
1.5	Mileage	120	$	0.80	per mile	$	96.00
1.6	Site Restoration	19	$	75.00	each	$	1,425.00
					SUBTOTAL	**$**	**22,265.00**

2.0 LABORATORY TESTING SERVICES

		Qty.		Rate			Cost
2.1	Natural Moisture Content (ASTM D2216)	40	$	8.00	each	$	320.00
2.2	Atterberg Limits (ASTM D 4318)	8	$	105.00	each	$	840.00
2.3	Material in Soils Finer than the No. 200 Sieve by Washing (ASTM D1140)	2	$	80.00	each	$	160.00
2.4	Grain Size, Sieve Analysis, w/out hydrometer (ASTM D6913)	2	$	105.00	each	$	210.00
2.5	Standard Proctor (ASTM D 698)	2	$	175.00	each	$	350.00
2.6	Laboratory CBR (ASTM D 1883)	2	$	450.00	each	$	900.00
					SUBTOTAL	**$**	**2,780.00**

3.0 ENGINEERING SERVICES

		Qty.		Rate			Cost
3.1	Project Initiation, Coordination, and Utility Locates						
3.1.1	Project Professional I	16	$	154.00	per hour	$	2,464.00
3.1.2	Project Professional V	4	$	205.00	per hour	$	820.00
3.2	Project Management, Engineering Evaluations, and Report Development						
3.2.1	Project Administrator II	8	$	84.00	per hour	$	672.00
3.2.1	Project Professional I	24	$	154.00	per hour	$	3,696.00
3.2.2	Project Professional V	4	$	205.00	per hour	$	820.00
3.2.4	Principal I	4	$	295.00	per hour	$	1,180.00
3.2.5	Senior Project Technician IV (CADD Services)	50	$	128.00	per hour	$	6,400.00
					SUBTOTAL	**$**	**16,052.00**

ESTIMATED TOTAL COST	**$ 41,097.00**

Notes: Costs for project supplies or subcontractors will be invoiced based on actual cost plus 10%

City of Franklin

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

File #: 26-0986

DATE: 8/27/2026

TO: Capital Investment Committee

FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Allison Davis, Staff Engineer II

SUBJECT:

Consideration Of Change Order 1 To COF Contract No. 2026-0178, With Jones Brothers Contractors, LLC For The Construction Of The South Royal Oaks Blvd/Royal Oaks Court Intersection Improvements At SR-397 Mack Hatcher Memorial Parkway For An Increase Of $59,764.82

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Change Order 1 to COF Contract No. 2026-0178.

BACKGROUND/STAFF COMMENTS:

After plans were completed for the "South Royal Oaks Boulevard/ Royal Oaks Court Intersection Improvements at SR-397 Mack Hatcher Memorial Parkway" project, the BOMA requested that Engineering explore the possibility of adding two pedestrian crossings to the project. Once Jones Bros was awarded the contract via Resolution 2026-54, Engineering requested a price for the additional work. The pricing that Jones Bros provided is reasonable at their cost, plus 15% profit. Therefore, Staff recommends that Change Order No. 1 be approved.

FINANCIAL IMPACT:

The original contract amount was $1,383,752.32. With a proposed increase of $59,764.82, the contract total will become $1,443,517.14.

RECOMMENDATION:

Staff recommends that Change Order 1 to COF Contract No. 2026-0178 be recommended to the Board of Mayor and Aldermen for approval.

CHANGE ORDER NO.: 1

Owner:	**City of Franklin, TN**
Engineer:	**City of Franklin, TN (COF) serving as "Engineer"**
Contractor:	**Jones Bros**
Project Name:	**S. Royal Oaks Blvd./Royal Oaks Ct. Intersection Improvements at SR-397 Mack Hatcher Memorial Parkway**
Owner's Contract No.:	**COF Contract No. 2026-0178**
Date Issued:	**July 30, 2026**
Effective Date of Change Order:	**July 30, 2026**

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

Description: **After plans had been completed for the S. Royal Oaks Blvd./Royal Oaks Ct. Intersection Improvements at SR-397 Mack Hatcher Memorial Parkway Project, the Board of Mayor and Alderman requested that Engineering explore the possibility of adding two pedestrian crossings to the project: one crossing S Royal Oaks Blvd from south to north and one crossing Mack Hatcher Parkway from west to east on the north side of the intersection. Once Jones Bros was awarded the construction contract, we requested pricing for the additional work not included in the original bid. The price of this additional work is $59,764.82, which would increase the total project cost to $1,443,517.14.**

Attachments: **Attachment A from Jones Bros**

Change in Contract Price	**Change in Contract Times [State Contract Times as number of days]**
Original Contract Price: $ **1,383,752.32**	Original Contract Times: Substantial Completion: Ready for final payment:
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. **[Number of previous Change Order]**: $ **0.00**	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **[Number of previous Change Order]**: Substantial Completion: Ready for final payment:
Contract Price prior to this Change Order: $ **1,383,752.32**	Contract Times prior to this Change Order: Substantial Completion: Ready for final payment:
[Increase] [Decrease] this Change Order: $ **59,764.82**	**[Increase] [Decrease]** this Change Order: Substantial Completion: Ready for final payment:
Contract Price incorporating this Change Order: $ **1,443,517.14**	Contract Times with all approved Change Orders: Substantial Completion: Ready for final payment:

MODIFIED - EJCDC® C-941, Change Order.
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Recommended by Engineer		Recommended by Department Director	
By:	**Allison Davis**	By:	**Paul Holzen**
Signature:		Signature:	
Title:	**Staff Engineer 2 (Project Manager)**	Title:	**Director of Engineering**
Date:	**July 30, 2026**	Date:	**July 30, 2026**

Contractor Approval		Authorized by Owner	
By:		By:	**Dr. Ken Moore**
Signature:		Signature:	
Title:		Title:	**Mayor**
Date:		Date:	

MODIFIED - EJCDC® C-941, Change Order.
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Jones Bros. Contractors, LLC

July 28, 2026

City of Franklin
Attn: Allison Davis, P.E., Staff engineer II
120 Ninth Avenue South
Franklin, TN 37064

RE: Contract: 2026-0178
Project Name: South Royla Oaks Blvd./Royal Oaks Ct. Intersection Improvements at SR-397 Mack Hatcher Memorial Parkway
County: Williamson
RE: June 30, 2026 Plan Revision

Dear Ms. Davis,

Please accept this letter and the attachments provided as pricing for changes associated with the June 30, 2026 Plan Revision

Item Number	Quantity	Sub Price	Markup	Total unit price	Total Price
701-01.01 Concrete Sidewalk (4")	122 S.F.	$20.00	$3.00	$23.00	$2,806.00
701-02.03 Concrete Curb Ramp	128 S.F.	$25.00	$3.75	$28.75	$3,680.00
701-02.03 Detectable Warning Surface (Reha)	9 S.F.	$50.00	$7.50	$57.50	$517.50
702-01 Concrete Curb	0.444 C.Y.	$380.00	Propose to match 702-03 price		$168.72
716-02.09 Plastic PVMT Marking (Long)	184 L.F.	$35.00	$5.25	$40.25	$7,406.00
730-03.21 Install Pull Box (Type B)	3 EACH	$1,800.00	$270.00	$2,070.00	$6,210.00
730-08.02 Signal Cable- 5 Conductor	680 L.F.	$2.80	$0.42	$3.22	$2,189.60
**730-08.03 Signal Cable- 7 Conductor	680 L.F.	already in contract		$3.00	$2,040.00
730-12.26 Conduit 2" Diameter (PVC Sch80)	95 L.F.	$28.00	$4.20	$32.20	$3,059.00
** 730-22.02 Guying Device (Angle Anchor)	-2 EA	already in contract		$900.00	($1,800.00)
730-23.28 Pedestal Pole (Type A)	4 EACH	$4,420.00	$663.00	$5,083.00	$20,332.00
730-26.11 Countdown PED Signal Head w/	4 EACH	$2,860.00	$429.00	$3,289.00	$13,156.00

** Contains additional quantity only in pricing

Total Change Request $59,764.82

Please advise if any further information is needed.

Sincerely,
JONES BROS CONTRACTORS, LLC

Cody Jackson,
Group Manager

IRWIN

Concrete Construction, LLC

Project Quote

Date: 07/13/26

Project: Royal Oaks Intersection

To: Bidders

Bid Item	Description	Quantity	Unit	Unit Prices	Total
701-03	Concrete Median Pavement	83	CY	$ 400.00	$ 33,200.00
702-01.01	Extruded Sloping Curb	150	LF	$ 41.75	$ 6,262.50
702-03	Concrete Combined Curb and Gutter	98	CY	$ 380.00	$ 37,240.00
701-01.01	Concrete Sidewalk (4")	122	SF	$ 20.00	$ 2,440.00
701-02.03	Concrete Curb Ramp	128	SF	$ 25.00	$ 3,200.00
701-02.06	Detectable Warning Surface	9	SF	$ 50.00	$ 450.00

Notes:
Subgrade to be at correct elevation by others prior to the placement of concrete items.
All excavation and backfill by others.
Engineering & Layout by others.
Traffic Control by others
All concrete walls and footers by others.
Items do not include stone or reinforcement unless otherwise noted.
All concrete sealing or caulking by others.
All testing by others.
All taxes include. Bond not included. Bond rate is 3%.

Kyle Vaccaro

COF Contract No. 2026-0178
Change Order No. 1 Exhibit A

S & W CONTRACTING COMPANY, LLC
ELECTRICAL CONTRACTORS - TRAFFIC DIVISION
952 NEW SALEM ROAD
MURFREESBORO, TENNESSEE 37129
PHONE (615) 893-2511 FAX (615) 895-2030

Contract #. Royal Oaks
Project #. City of Franklin
Reference #: Signal & Lighting
County: Williamson
Bid Date: 4/30/2026
Date: 4/30/2026
Pin #: N/A

Revised: Items Added 07/14/2026

PROPOSAL

CONTRACTOR: Jones Bros. Contractors, LLC
ATTENTION: Cody Jackson
EMAIL: cjackson@jonesbroscont.com

Job: Royal Oaks Intersection Improvements (Royal Oaks & Mack Hatcher)

Item No.:	Description:	Unit:	Qty:	Unit Price:	Total:
712-01	Traffic Control	LS	1	$ 5,000.00	$ 5,000.00
714-05.04	Pull Boxes (Type C)	EA	5	$ 1,200.00	$ 6,000.00
714-08.30	Remove & Relocate Light Standard	EA	5	$ 4,260.00	$ 21,300.00
717-01	Mobilization	LS	1	$ 5,000.00	$ 5,000.00
730-01.01	Remove & Relocate Existing Traffic Signal Equipment	EA	1	$ 1,160.00	$ 1,160.00
730-01.02	Removal of Signal Equipment	EA	1	$ 1,600.00	$ 1,600.00
730-02.03	Signal Head Assembly (130 A3 W/BP)	EA	4	$ 1,680.00	$ 6,720.00
730-02.09	Signal Head Assembly (130 W/BP)	EA	2	$ 1,680.00	$ 3,360.00
730-02.17	Signal Head Assembly (150 A2H W/BP)	EA	6	$ 2,478.00	$ 14,868.00
730-03.21	Install Pull Box (Type B)	EA	3	$ 1,800.00	$ 5,400.00
730-08.02	Signal Cable - 5 Conductor	LF	680	$ 2.80	$ 1,904.00
730-08.03	Signal Cable - 7 Conductor	LF	1865	$ 3.00	$ 5,595.00
730-10.01	Tether Wire Assembly - 1/4" Diameter	LF	525	$ 3.00	$ 1,575.00
730-10.02	Messenger Cable - 1/4" Diameter	LF	525	$ 3.00	$ 1,575.00
730-12.02	Conduit 2" Diameter (PVC Schedule 40)	LF	980	$ 21.00	$ 20,580.00
730-12.26	Conduit 2" Diameter (PVC Schedule 80)	LF	95	$ 28.00	$ 2,660.00
730-15.11	Modify Cabinet (Signal Wire & Radar Modification)	EA	1	$ 3,240.00	$ 3,240.00
730-21.10	Wood Pole (Signal Support)	EA	4	$ 2,500.00	$ 10,000.00
730-22.02	Guying Device (Angle Anchor)	EA	6	$ 900.00	$ 5,400.00
730-23.28	Pedestal Pole (Type A)	EA	4	$ 4,420.00	$ 17,680.00
730-26.11	Countdown Ped Sgnl Head W/Audible Pbutton & 15" Sign	EA	4	$ 2,860.00	$ 11,440.00

Total Cost: **$ 152,057.00**

If Bond is required please add: **$ 3,041.14**

Total Cost with Bond included: **$ 155,098.14**

Excluded: **Electrical Design, Engineering & Layout, Pavement Marking, Easements, Utility Fees Sidewalk Repair, Street Repair, Roadway Permits, Rock, Traffic Control.**

S&W Employee's insurance with be provided by S&W not under any other Contractors Insurance.

"Invoice Payment is due within 30 days of receipt. A monthly late fee of 1.5% of the total invoice amount will be charged on all overdue payments"

Completion Date:

Mitch Arnold
Senior Traffic Manager, Traffic Division
Home (615) 890-3337 - Mobile (615) 207-3327 - E-Mail marnold@sandwcontracting.com

STATE OF TENNESSEE LICENSE
ID NUMBER: 18759
EXP. DATE: 02/29/28
CLASS: MC-A,C; E-B,C; BC; CE-B; CE; HRA-E(1); UNLIMITED

"SUPPORT OUR TROOPS - GOD BLESS AMERICA"

ESTIMATE

Pope Striping Corp
201 E Main St Ste 350
Murfreesboro, TN 37130-3728

shanyia@popestriping.com
+1 (615) 895-4082
www.popestriping.com

Bill to
Jones Bros. Contractors, LLC
1010 Pleasant Grove Place
Suite 300
Mt. Juliet, TN 37122

Estimate details
Estimate no.: 2168
Estimate date: 04/22/2026

P.O. Number: Royal Oaks-Franklin

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**716-02.05**	PLASTIC PVMT MARKING (STOP LINE), PER LF	102	$18.00	$1,836.00
2.		**716-02.06**	PLASTIC PVMT MARKING (TURN LANE ARROW), PER EA	18	$165.00	$2,970.00
3.		**716-02.08**	PLASTIC PAVEMENT MARKING (8" DOTTED LINE), PER LF	1277	$2.00	$2,554.00
4.		**716-02.09**	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK), PER LF	184	$35.00	$6,440.00
5.		**716-02.12**	PLASTIC PAVEMENT MARKING (8" LINE), PER LM	0.449	$8,000.00	$3,592.00
6.		**716-04.05**	PLASTIC PAVEMENT MARKING (STRAIGHT ARROW), PER EA	5	$165.00	$825.00
7.		**716-05.01**	PAINTED PAVEMENT MARKING - 4" LINE, PER LM	0.384	$1,100.00	$422.40
8.		**716-12.01**	ENHANCED FLATLINE THERMO PAVEMENT MARKING - 4" LINE, PER LM	0.744	$6,000.00	$4,464.00
9.		**717-01**	MOBILIZATION, PER LS	1	$1,500.00	$1,500.00
10.		**Note**	Any additional quantities will be charged at the rate indicated.	1	$0.00	$0.00

Exhibit A

Total	$24,603.40

Accepted date	Accepted by

City of Franklin

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

File #: 26-01017

DATE: 8/27/2026

TO: Capital Investment Committee

FROM: Paul Holzen, Director of Engineering

SUBJECT:

Consideration Of COF Contract No. 2026-0337, With Windstream KDL, Inc. For Right-Of-Way Use Agreement

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2026-0337.

BACKGROUND/STAFF COMMENTS:

The agreement allows Windstream KDL, Inc. to use the City of Franklin's public rights-of-way to install, operate, and maintain its telecommunications system for providing voice, internet, and data services within the city. It outlines the definitions, roles of the City (Grantor) and Windstream (Grantee), and clarifies what constitutes public rights-of-way and utility easements. The agreement establishes the basic terms under which the company may occupy and use these areas for its network infrastructure.

FINANCIAL IMPACT:

There is no financial impact to the City.

RECOMMENDATION:

Staff recommends that COF Contract No. 2026-0337 be recommended to the Board of Mayor and Aldermen for approval.

This Instrument Was Prepared By:
City of Franklin, Tennessee
109 3rd Avenue South
Franklin, TN 37064

CITY OF FRANKLIN, TENNESSEE
RIGHT-OF-WAY USE AGREEMENT

THIS RIGHT-OF-WAY USE AGREEMENT ("Agreement") is entered into effective the _____ day of _____, 2026, between the City of Franklin, a municipal corporation existing and operating under the laws of the State of Tennessee, ("City") located in Williamson County, and Windstream KDL, Inc., a corporation organized and existing under the laws of the State of Tennessee, ("Company") doing business within the State of Tennessee, with its principal place of business located at 11101 Anderson Drive, Little Rock, AR 72212 (collectively referred to as the "Parties").

RECITALS

A. The City owns, manages and maintains rights-of-ways within its corporate limits; and
B. The Company desires to occupy the City's rights-of-ways to install, construct, operate, and maintain its telecommunications facilities and network for the purpose of providing voice, Internet and data services to its customers at locations within the City; and
C. The Parties desire to establish the terms and conditions of the Company's occupation and use of City's rights-of-ways.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1. Definitions. For the purposes of the Agreement, the following terms, phrases, words and their derivations shall have the means given herein. When no inconsistent with the context, words, using the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

1) Windstream KDL, Inc. is the "Grantee" of the rights under this Agreement.

2) "City" is the City of Franklin, Tennessee, a municipal corporation and is the "Grantor".

3) "Day" or "Days" shall mean a calendar day or days.

4) "FCC" shall mean the Federal Communications Commission, or any successor agency.

5) "Person" is any, firm, partnership, association, corporation, company or organization of any kind.

6) "Public Right-of-Way" shall mean real property; surface, subsurface and air rights; acquired by the City by any lawful means and includes the surface and that area below the surface, which is necessary to support the public highway, street, avenue, road, lane, way, alley, path, bridge, tunnel, sidewalk, planting strip, median, public ground, or Public Utility Easement. No reference herein or in any franchise, or right-of-way agreement, for use of any public right-of-way shall be deemed to be a representation or guarantee by the City that its title to any public right-of-way or any improvement or object located therein is sufficient to permit or authorize its use by the Grantee.

7) "Public Utility Easement'' shall mean easements conveyed, granted or dedicated to the City or public dedicated or devoted to utility purposes not exclusive in nature for a particular utility, such as water, sanitary sewer, drainage, electrical, etc. Public Utility Easements are typically designated as Public Utility and Drainage Easement (PU&DE) on recorded plats.

8) "Rights-Of-Way Use" shall mean the non-exclusive authorization granted as provided in this Agreement to occupy or use the public streets and/or rights-of-way within the City of Franklin for the construction, operation and maintenance of a telecommunications system within all or a portion of the City.

9) “System” or “Telecommunications System” shall mean Grantee’s network of cables (wires and/or fiber optic), lines, and any associated equipment, or facilities designed and constructed for the purpose of providing voice, Internet and data services to customers at locations within the City.

SECTION 2. Authority. There is hereby granted by the City to the Company, its successors and assigns, the non-exclusive right, authority, and privilege to erect, construct, operate and maintain a Telecommunications System in, upon, under, along, across and over the highways, streets, avenues, roads, alleys, lanes, ways, Public Utility Easements, parkways and other public grounds in the present or future corporate limits of the City, for the supplying and selling of telecommunication services to said City and the inhabitants,

institutions and businesses thereof, and for such purposes to construct, maintain, operate, renew, replace, repair, and extend its System as may be necessary for said purposes.

SECTION 3. Term. This Agreement and the rights granted herein shall take effect and be enforced from and after the Effective Date hereof, as required by law, and shall continue in force for ten (10) years from and after the approval and execution by the Parties.

SECTION 4. Construction Standards. The Telecommunications System constructed, maintained and operated by virtue of this Agreement, shall be so constructed, maintained and operated in accordance with all applicable engineering codes adopted or approved by the City, State of Tennessee, federal government and/or engineering profession and in accordance with any applicable Statutes of the State of Tennessee, Rules and Regulations of the Tennessee Regulatory Authority, Ordinances of the City or of any other governmental regulatory commission, board or agency having jurisdiction over the Company. Said facilities shall be constructed as not to interfere with the drainage of City or unreasonably interfere with or injure any street, sewer, water main or any other public improvement which City has heretofore made or may hereafter make in, upon, along or under any hjghway, street, avenue, road, alley, lane, way, Public Utility Easement, parkway, or other public ground, or unnecessarily impede or obstruct such highways, streets, avenues, roads, alleys, lanes, ways, Public Utility Easements, parkways and other public grounds of City, and shall conform to the grade as then or hereafter established. The Company agrees to attempt to utilize known Public Right-of-Way whenever practical before resorting to right of condemnation to which the Company may be entitled to utilize by law.

The Company shall have the sole responsibility for obtaining, at its own cost and expense, all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain or repair or expand the System, and to construct, maintain and repair any part thereof prior to commencement of any such activity.

SECTION 5. Construction Safety. When the highways, streets, avenues, alleys, road, lanes, ways, Public Utility Easements, parkways or other public grounds are opened, or any other opening is made by the Company within the City, whether the same be made for the purpose of laying, constructing, replacing or repairing the mains, pipes and other appliances and fixtures of the Company, the Company shall place and maintain necessary safety devices, barriers, lights and warnings to properly notify persons of any dangers resulting from such entrances, and shall comply with applicable safety regulations required by federal, state and local laws.

SECTION 6. Protection of Trees. Trimming of trees and shrubbery within the public rights-of-way to prevent contact with the Company's facilities shall be done in such a manner to cause the minimum amount of damage to trees and shrubs. If trees in the public rights-of-way are excessively damaged as a result of the work undertaken by or on behalf of the Company, the Company shall pay the City within thirty (30) days of submission of a statement by the City, the cost of any treatment required to preserve a tree or shrub and/or cost for removal and replacement of the tree or shrub with landscaping of equal value and/or the value of the tree or shrub prior to the damage or removal, as determined by the City Engineer or other authorized agent of the City. Any trimming or removal of trees or shrubs shall be done in full compliance with the City's Tree Ordinance, Zoning Ordinance, and all other laws or regulations of the City.

SECTION 7. Relocation. In the event it becomes necessary or expedient for the City to change the course or grade, or to reconstruct, resurface, relocate or otherwise alter or improve (including, but not limited to, the installation, maintenance or repair of sidewalks, curbs, gutters, drainage facilities, water mains, sanitary sewer mains, traffic signals, trees or other street improvement amenities) of any highway, street, avenue, road, alley, way, public utility, parkway, or other public ground in which the Company is maintaining its Telecommunication System, then, upon the written request of the City, the Company shall, at its own cost and expense and within one hundred twenty (120) days, protect, remove, alter or relocate the System as necessary to conform to the proposed alteration. Notice to the Company will include detailed project plans and proposed project schedule. Relocation must be substantially complete prior to the City issuance of a Notice to Proceed to its general contractor for the project necessitating the relocation, unless in the opinion of the City Engineer the project coordination prohibits same. The Company's failure to comply with these provisions may be considered a breach of this Agreement and cause for termination of the Agreement and the City shall have the right to break through, remove, alter or relocate such part of the System, without any liability to the City, and the Company shall pay to the City the costs incurred in connection with such breaking through, removal, alteration or relocation.

SECTION 8. Construction Permit. Whenever the Company wishes to enter upon any Public Right-of-Way or Public Utility Easement for the purpose of constructing, replacing or repairing any portion of its System, it will, notify the City, file a plan or map of the proposed work and obtain a permit as required before commencing same. Whenever any Public Right-of-Way or other Public Utility Easement shall be entered, dug up or disturbed by the Company, the Company shall, at its expense and as soon as possible after the work is completed, restore such Public Right-of-Way or other Public Utility Easement in as good condition as existed before the work was done and to the reasonable satisfaction of the City.

In the event the Company shall fail to fulfill its obligations under this Section, the City, after giving the Company reasonable written notice, and failure of the Company to make such repairs or restoration, may make the necessary restoration or repairs itself and the Company shall be liable for the cost of same.

The provisions of this Section shall not be applied or interpreted in such a way as to prevent or delay Company work that may be required as a result of any emergency, leak or other immediate hazard or danger. Likewise, the provisions of this Section anticipate that the Company shall not be unreasonably denied permission to perform necessary work.

SECTION 9. Map of System. A current map or map of the proposed facilities of the Telecommunication System is hereby attached as Exhibit "A" and provided on a CD formatted using ARC Info for inclusion in the City's GIS mapping. An annual construction work plan for any proposed additions to the Telecommunications System within the City shall be filed with the City Engineer upon annual approval of such plan by the Company. Company shall file a complete new "as built" System map with the City Engineer, updated upon the request of the City, within a reasonable time of such request, but no less frequently than every twelve (12) months showing the location of the Company's System within the City. Except as provided herein, this section shall not be construed nor is it intended to require the approval of the City of the Company's construction and projects for services within the City.

SECTION 10. Utility Easements. Nothing contained herein shall be construed as preventing the Company from installing, placing, replacing, taking up, repairing, maintaining, or removing any portion of its System, from using any Public Utility Easements for telecommunication service which are shown on any plats of any portion of the City hereto or hereafter platted or recorded, or any such Public Utility Easement which may hereafter be created, granted or dedicated for any such utility purpose by any person, form or corporation whatsoever.

SECTION 11. Liability. The Company shall at all times indemnify and hold harmless the City from and against any and all lawful claims for injury, including death, to any person or property by reason of the Company or its employees' failure to exercise due care and diligence in and about the installing and maintenance of said System, guarding trenches and excavation while said System is being installed or subsequent extensions, repairs or alterations are being made or generally in the operation and maintenance of said System, provided the Company shall have been notified in writing of any claim against the City on account thereof, and shall have been afforded the opportunity fully to defend the same.

The Company shall comply with all provisions of the workers' compensation laws of the state of Tennessee and the federal government and Tennessee Employment Security laws (including unemployment compensation), and with all state and federal laws regulating the operation and maintenance of business enterprises and the employment of personnel.

SECTION 12. Fees. The Company shall pay to the City a fee in the amount equal to the cost incurred by the City in the issuance of the construction permit and the supervision of the Company's Rights-Of-Ways Use. Fees shall be established by the Franklin Municipal Code. Said fees shall be due and payable at the time of the issuance of the construction permit. The City may increase the fees set forth in Exhibit B no more often than once in a twelve (12) month period, upon thirty (30) days written notice, to cover any increased costs of issuing the permit and supervising the Rights-of-Way.

SECTION 13. Local Office Compliant Procedures. During the term of this Agreement, and any renewal thereof, the Company shall maintain within twenty-five (25) miles of the City limits of the City of Franklin a business office or agent for the purpose of receiving and resolving all complaints regarding the quality of service, new service equipment malfunction, and similar matters. The local office shall be open to receive inquiries or complaints from subscribers during normal business hours, and in no event less than 9:00 a.m. to 4:00 p.m., Monday through Friday. Any complaints from subscribers may be made orally or in writing and shall be investigated and acted upon as soon as possible, but at least within ten (10) business days of their receipt. The Company shall keep a log of complaints and actions taken concerning each complaint. This log shall be available for periodic inspection by the City.

SECTION 14. Sale or Transfer. No sale or transfer of the Telecommunication System, or the transfer of any rights under this Agreement shall be effective until the assignee or lessee has filed in the Office of the City Recorder for the City of Franklin an instrument, duly executed, reciting the fact of such sale, assignment or lease, accepting the terms of this Agreement, and agreeing to perform all the conditions thereof.

SECTION 15. Sundry Provisions. The Company will not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of race, creed, religion, national origin, sex or age. The Company shall establish, maintain and effect equal employment policies and procedures set forth both by federal statute and pursuant to the rules of any applicable governmental agency to extent applicable to the Company. Such policies and procedures shall be made known to the general public. The Company shall establish a system and a procedure for the periodic review of its employment practices and procedures to ensure their compliance with federal statutes and the rules promulgated by applicable

governmental agencies. The Company shall further carry out a periodic review of its employment practices to determine whether unfair or discriminatory practices occur and, if so, shall make all necessary changes.

SECTION 16. Force Majeure. Company shall not be required to perform any covenant or obligation in this Agreement, or be liable in damages to the City, so long as the performance or non-performance of the covenant or obligation is delayed, caused or prevented by an act of God, force majeure or by the other party. An "act of God" or "force majeure" is defined for purposes of this Agreement as strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents construction), acts of the public enemy, wars, terrorism, insurrections, and/or any other cause not reasonably within the control of Company or which by the exercise of due diligence Company is unable wholly or in part, to prevent or overcome.

SECTION 17. Applicable Law; Choice of Forum/Venue. These Standard Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, Tennessee.

SECTION 18. Acceptance. The Company shall acknowledge the terms and conditions of this Agreement by the verified signature of an officer of the Company authorized to act on its behalf. After such execution, this Agreement shall constitute a contract between the Parties and shall, subject to the rights and powers vested in the Tennessee Regulatory Authority or such other regulatory body of the State of Tennessee as may hereafter succeed to the rights and powers of the Tennessee Regulatory Authority or as may exercise statutory jurisdiction of telecommunication companies furnishing telecommunication service in the State of Tennessee, be the measure of the rights, powers, obligations, privileges and liabilities of said City and of said Company.

SECTION 19. Successors and Assigns. All the privileges given and obligations created by this Agreement shall be binding upon the successors and assigns of the Company.

SECTION 20. Severability. If any section or portion of any section, of this Agreement shall hereafter be declared or determined by any court of competent jurisdiction to be in valid, the remaining provisions of this Agreement shall remain in full force and effect.

SECTION 21. Effective Date. This Agreement shall take effect and be in force immediately upon its approval and execution by the Company and the City and approval by the Board of Mayor and Aldermen of the City.

IN WITNESS WHEREOF, the authorized representatives of the Parties affix their signatures hereto effective as of the day and date first above written.

ATTEST

By: _____
Eric S. Stuckey
City Administrator

Date: _____

CITY OF FRANKLIN, TENNESSEE

By: _____
Dr. Ken Moore
Mayor

Date: _____

Approved As To Form:

By: _____
Ronda D. Webb
Assistant City Attorney

Date: _____

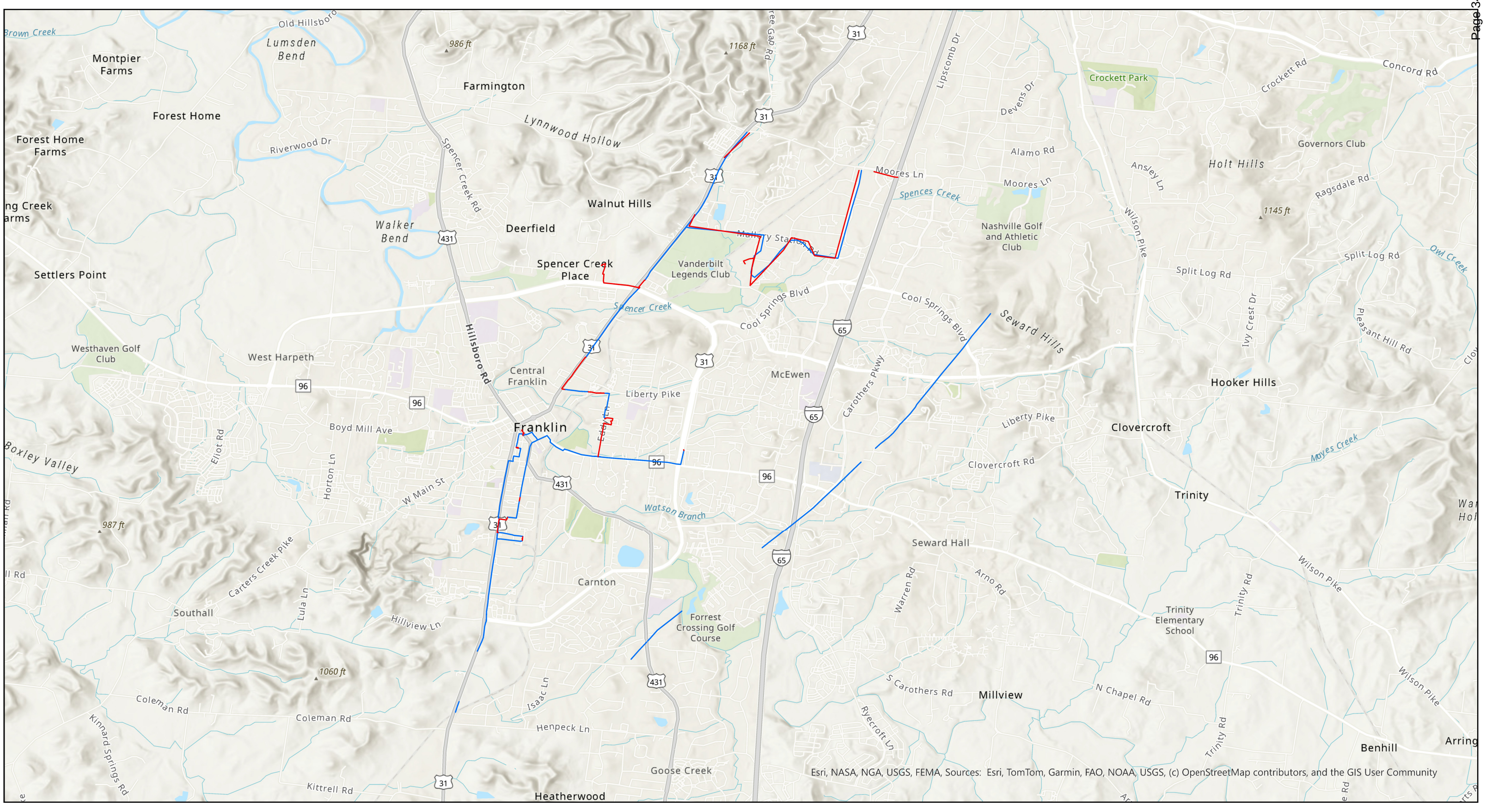
WINDSTREAM KDL, INMC.

By: _____
_____
_____

Date: _____

Franklin, TN

Exhibit A COF Contract No. 2026-0337



Fiber Franklin, TN

Placement

- Aerial
- Buried

Footage:
Aerial 90,333.5
Buried 36,932.0
Total 127,265.5

City of Franklin

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

File #: 26-01018

DATE: 8/27/2026

TO: Capital Investment Committee

FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
William Banks, Staff Engineer

SUBJECT:

Consideration Of DRAFT COF Contract No. 2026-0355, A Utility Relocation Agreement With Middle Tennessee Electric Membership Corporation For The Old Peytonsville Road & Long Lane Bridge & Connector Project In The Estimated Amount Of $173,889.26.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning DRAFT COF Contract No. 2026-0355, a Utility Relocation Agreement with Middle Tennessee Electric Membership Corporation, for the Old Peytonsville Road & Long Lane Bridge & Connector Project.

BACKGROUND/STAFF COMMENTS:

The City is currently within the Right-of-Way Acquisition Phase of the Old Peytonsville Road & Long Lane Bridge & Connector project. It will be necessary for Middle Tennessee Electric Membership Corporation (MTE) to acquire new private utility easements and relocate certain parts of its facilities (20% located within the public highway right of way and 80% located on private utility right of way). MTE furnished construction plans and a total cost estimate of $173,889.26.

FINANCIAL IMPACT:

The estimated cost to relocate MTE's assets is $173,889.26. The City and MTE agree that this is a cost estimate, and final costs will be known after relocation is complete. The City is ultimately paying for 80% of the entire relocation work since only 20% of the facilities are within public right of way.

RECOMMENDATION:

Staff recommends that DRAFT COF Contract No. 2026-0355 be recommended for approval by the Board of Mayor and Aldermen.

MTE RELOCATION AGREEMENT

FOR CITY OF FRANKLIN: Long Lane Bridge over I-65

Contract No.: C001148443

THIS AGREEMENT is made and entered into on this the 24th day of June 2026, by and between the City of Franklin, Tennessee ("City") and Middle Tennessee Electric Membership Corporation ("MTE").

WITNESSETH:

WHEREAS, the City plans to construct roadway improvements to Old Peytonsville Road and Long Lane in Franklin, Tennessee (the "Project"), as shown on construction plans prepared by Middle Tennessee Electric Membership Corporation (attached hereto as Exhibit A); and

WHEREAS, MTE owns and maintains utility lines and related facilities (the "Electric Facilities") on and under private and public utility easements along Old Peytonsville Road and Long Lane; and

WHEREAS, the Electric Facilities" must be relocated to accommodate the Project; and

WHEREAS, pursuant to the Project, 20 percent of the Electric Facilities is located on public highway right-of-way and 80 percent of which is located on private utility right-of-way.

WHEREAS, the relocation of Electric Facilities will be designed and constructed by MTE or MTE's contractor; and

WHEREAS, the City will approve final design plans to ensure the Electric Facilities are relocated in a manner to accommodate the Project.

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 foregoing recitals are incorporated by reference as if fully stated herein.
2. MTE shall be solely responsible for acquiring all MTE easements outside of the available public rights-of-way as may be needed to construct its Electric Facilities (the "Easement Acquisitions"). The City agrees to occasionally assist when requested by MTE in the acquisition of such easements by facilitating discussions with certain landowners.
3. The City will reimburse MTE for 100% of the costs of the Easement Acquisitions, which shall include survey, appraisal, and condemnation costs, and any other cost related to the acquisition of necessary easements.

4. The City will reimburse MTE for all other costs related to the relocation of its facilities on private right-of-way, in an amount equal to 80% of the total construction costs, including but not limited to labor, materials, engineering, inspection, and betterment ("Construction Costs"). Costs reimbursed by the City pursuant to this Section 4 shall be actual costs expended by MTE, regardless of whether such costs are more or less than the estimated cost as shown in Exhibit B – Estimated Total Construction Costs.

5. The City acknowledges and agrees that no construction will commence until: a.) the City has approved MTE's relocation plans and all cost estimates associated therewith, and any related amendments thereto; and b.) all Easement Acquisitions have been completed in MTE's sole discretion.

6. MTE shall have the responsibility to inspect all items of installation of MTE's new facilities to be performed by its Contractor to ensure that the installation of the new Electric Facilities is completed in accordance with this Agreement, the approved plans, MTE's technical specifications and all applicable specifications and safety codes.

7. This Agreement is subject to the appropriation and availability of City funds. In the event that the funds are not appropriated or are otherwise unavailable or the City cancels the Project for any reason, the City reserves the right to terminate this Agreement upon written notice to the MTE. Said termination shall not be deemed a breach of contract by the City. Upon such termination, the City will reimburse MTE for the actual cost(s), incurred through the date of termination, of the Easement Acquisitions and Construction Costs, whether incurred for public or private right-of-way, but only if MTE provides reasonable documentation for all such cost(s).

8. This Agreement may be modified by the parties only by a written amendment specifically citing the paragraph within this Agreement to be amended.

9. MTE shall comply with all applicable federal, state and local laws and regulations in the performance of its duties under this Agreement.

10. MTE may submit periodic invoices to the City during the course of the relocation, which invoices shall be payable within thirty (30) days after receipt of same by the City. Within one (1) year of completion of the relocation of Electric Facilities, MTE and the City shall settle on a final billing. MTE will provide reasonable documentation for all such costs.

11. Failure by any party to this Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term, covenant, condition or provision of this Agreement shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto

12. MTE agrees to timely review the plans as provided by the City. MTE approvals of such plans will not be unreasonably withheld.

13. 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.

14. If any terms, covenants, conditions, or provisions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions and provisions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.

15. The City and MTE agree that any notice provided for in this Agreement or concerning this Agreement shall be in writing and shall be made by personal delivery, by certified mail (return receipt requested), or by nationally recognized overnight delivery service (such as FedEx or UPS), addressed to the respective party at the appropriate address as set forth below or to such other party or address as may be hereafter specified by written notice.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF FRANKLIN, TENNESSEE

By: _____
Print: _____
City Administrator
Date: _____

Attest:

By: _____
Print: _____
Title: _____
Date: _____

MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION

By: _____
Print: Brad Gibson
Title: Chief Operating Officer
Date: 07/06/2026

TYPE	YEAR	SHEET NO.
ELEC.	2026	1

Exhibit A

M.T.E.M.C. LEGEND

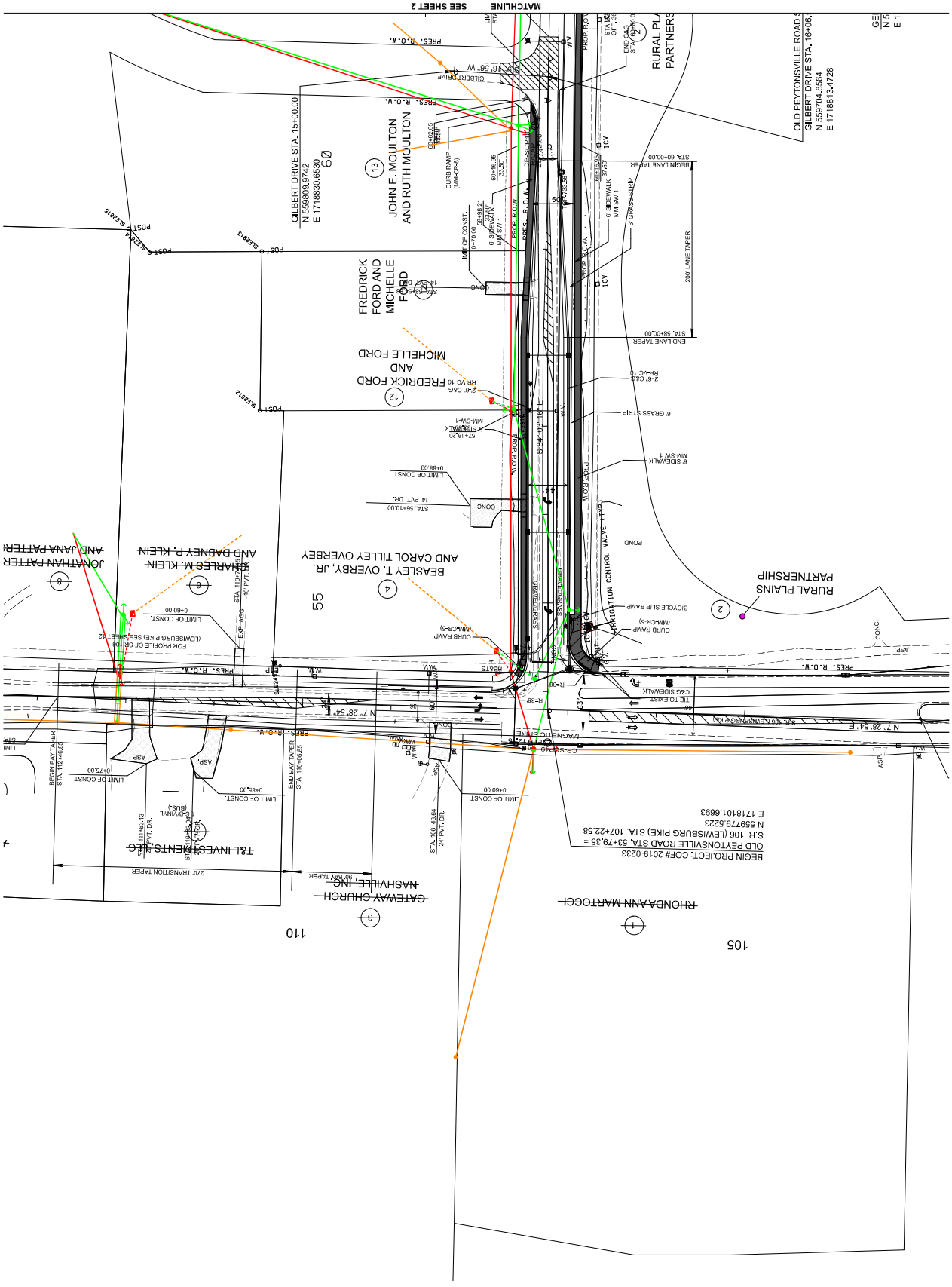
- POLE - TO BE INSTALLED
- POLE - TO BE REMOVED
- POLE - TO BE REPLACED
- POLE - TO REMAIN
- POLE - TEMPORARY
- ANCHOR - TO BE INSTALLED
- ANCHOR - TO BE REMOVED
- ANCHOR - TO REMAIN
- ANCHOR - TEMPORARY
- LINE - TO BE INSTALLED
- LINE - TO BE REMOVED
- LINE - TO REMAIN
- LINE - TEMPORARY
- PULLBOX

COORDINATE VALUES ARE NAD83 (1995), AND ARE DATUM ADJUSTED BY THE FACTOR OF 1.000084, AND ARE TIED TO THE TENNESSEE GEODETIC REFERENCE NETWORK.
ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988.

MIDDLE TENNESSEE ELECTRIC

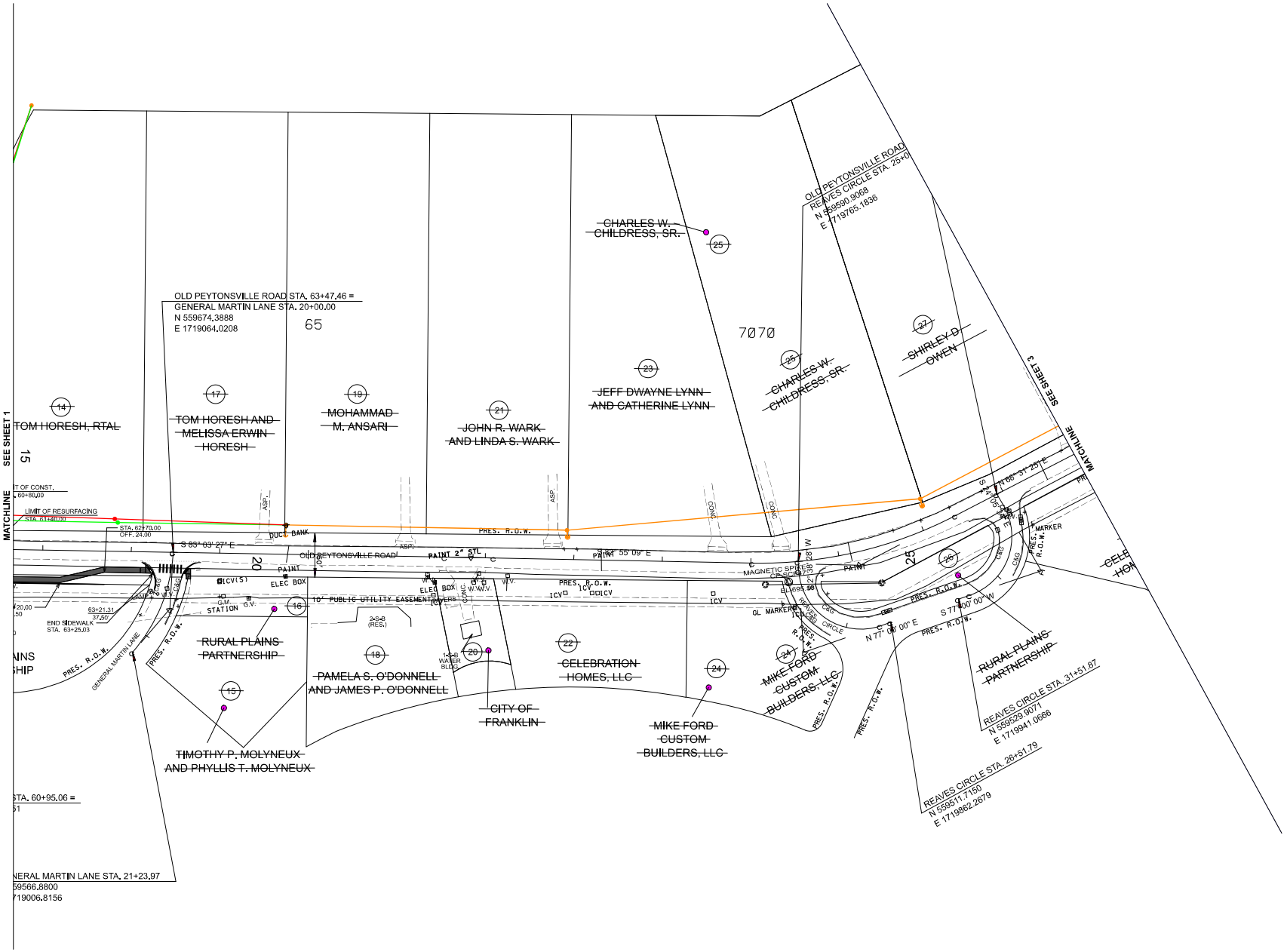
PROPOSED ELECTRIC DESIGN

SCALE: 1" = 50'



R:\City of Franklin-Long Lane\DGN Files\MTEMC_COMP_05.26.2026.dgn

TYPE	YEAR	SHEET NO.
ELEC.	2026	2



M.T.E.M.C. LEGEND

- POLE - TO BE INSTALLED
- POLE - TO BE REMOVED
- POLE - TO BE REPLACED
- POLE - TO REMAIN
- POLE - TEMPORARY
- ANCHOR - TO BE INSTALLED
- ANCHOR - TO BE REMOVED
- ANCHOR - TO REMAIN
- ANCHOR - TEMPORARY
- LINE - TO BE INSTALLED
- LINE - TO BE REMOVED
- LINE - TO REMAIN
- LINE - TEMPORARY
- PULLBOX

COORDINATE VALUES ARE NAD/83 (1995), AND ARE DATUM ADJUSTED BY THE FACTOR OF 1.000084, AND ARE TIED TO THE TENNESSEE GEODETIC REFERENCE NETWORK. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988.

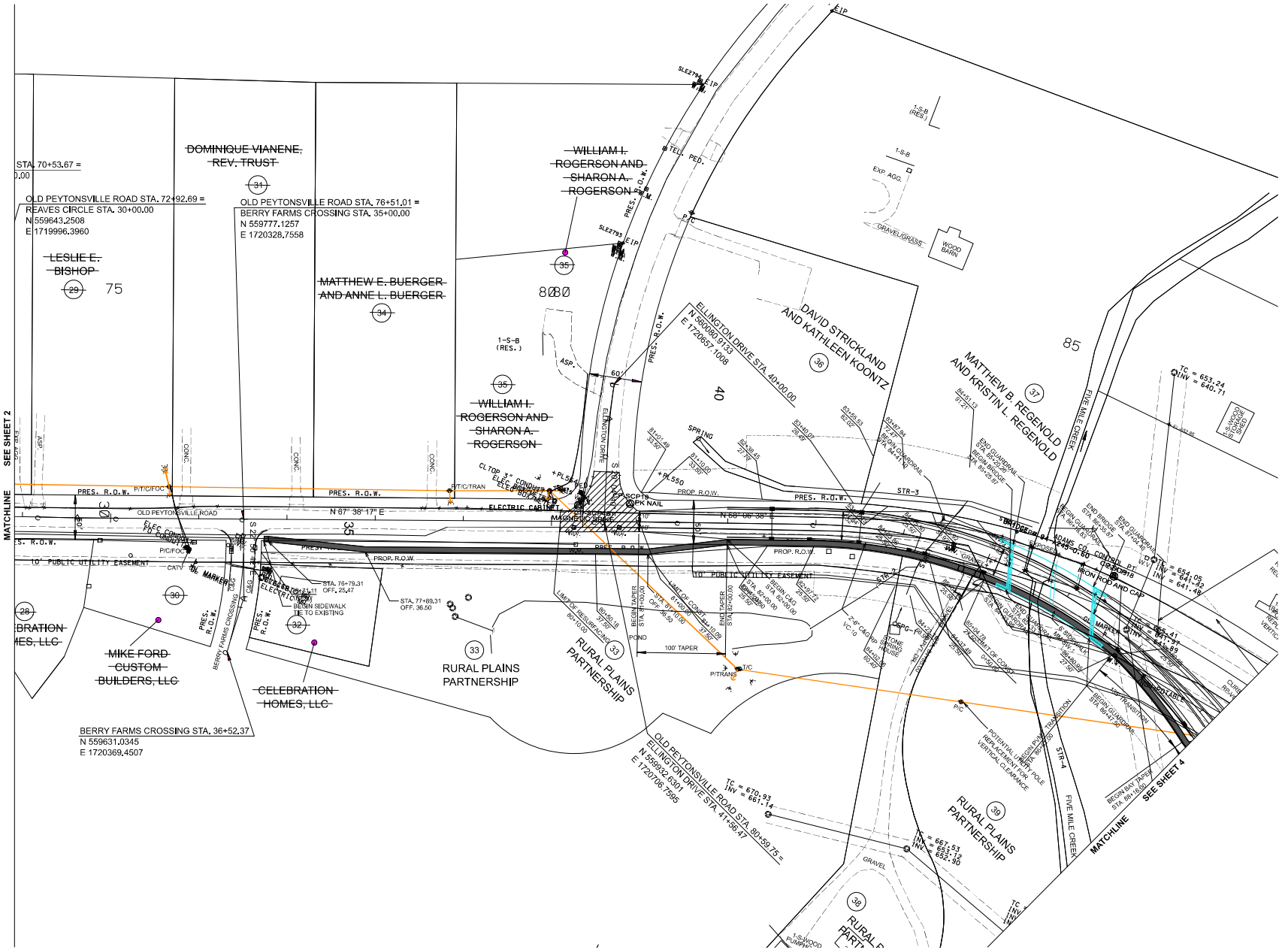
MIDDLE TENNESSEE ELECTRIC

PROPOSED ELECTRIC DESIGN

SCALE: 1" = 50'

R:\City of Franklin-Long Lane\DGN Files\MTEMC_COMP_05.26.2026.dgn

TYPE	YEAR	SHEET NO.
ELEC.	2026	3



COORDINATE VALUES ARE NAD/83 (1995), AND ARE DATUM ADJUSTED BY THE FACTOR OF 1.000084, AND ARE TIED TO THE TENNESSEE GEODETIC REFERENCE NETWORK. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988.

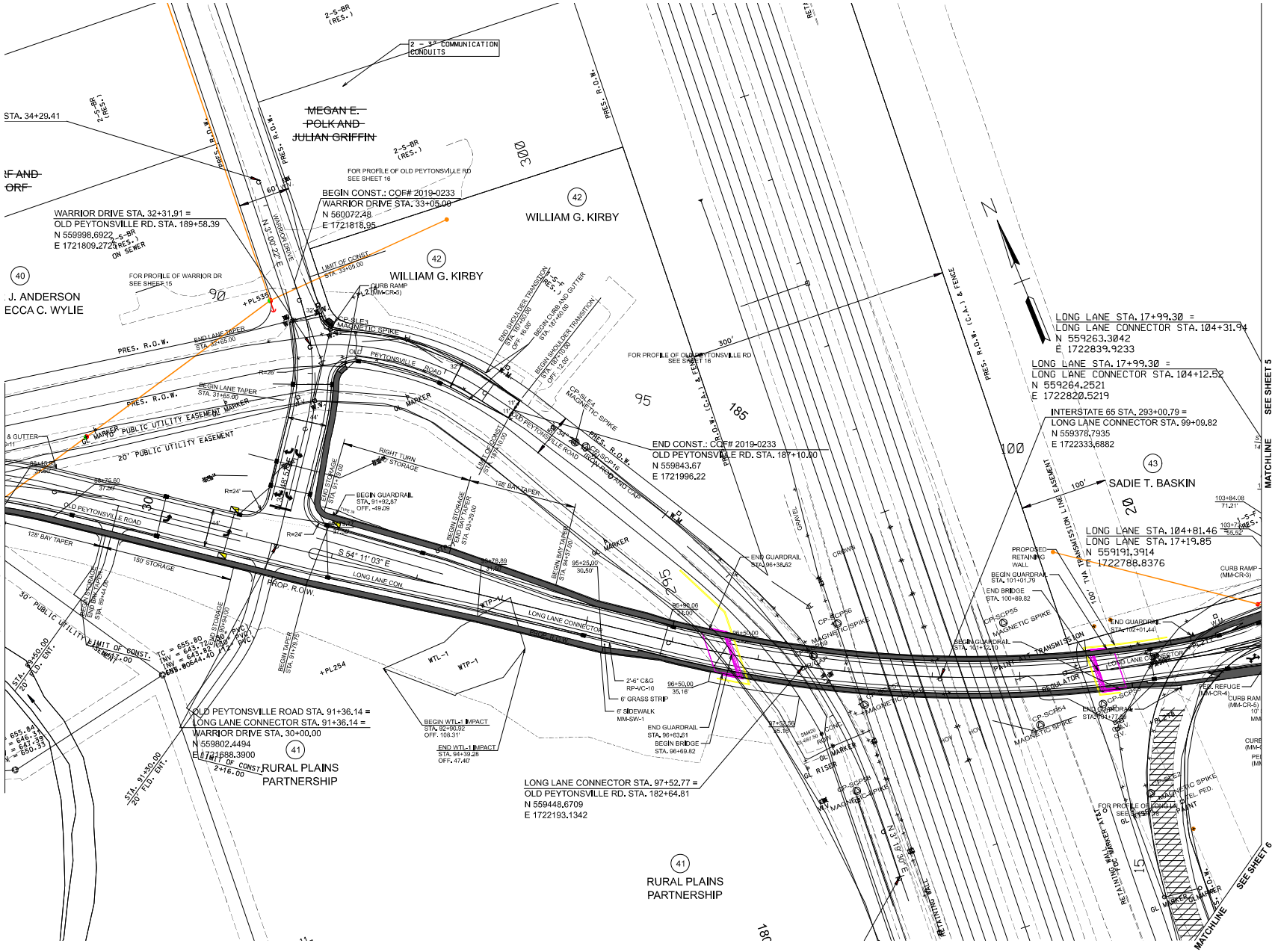
MIDDLE TENNESSEE ELECTRIC

PROPOSED ELECTRIC DESIGN

SCALE: 1" = 50'

R:\City of Franklin-Long Lane\DGN Files\MTEMC_COMP_05.26.2026.dgn

TYPE	YEAR	SHEET NO.
ELEC.	2026	4



M.T.E.M.C. LEGEND

- POLE - TO BE INSTALLED
- POLE - TO BE REMOVED
- POLE - TO BE REPLACED
- POLE - TO REMAIN
- POLE - TEMPORARY
- ANCHOR - TO BE INSTALLED
- ANCHOR - TO BE REMOVED
- ANCHOR - TO REMAIN
- ANCHOR - TEMPORARY
- LINE - TO BE INSTALLED
- LINE - TO BE REMOVED
- LINE - TO REMAIN
- LINE - TEMPORARY
- PULLBOX

COORDINATE VALUES ARE NAD/83 (1995), AND ARE DATUM ADJUSTED BY THE FACTOR OF 1.000084, AND ARE TIED TO THE TENNESSEE GEODETIC REFERENCE NETWORK. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988.

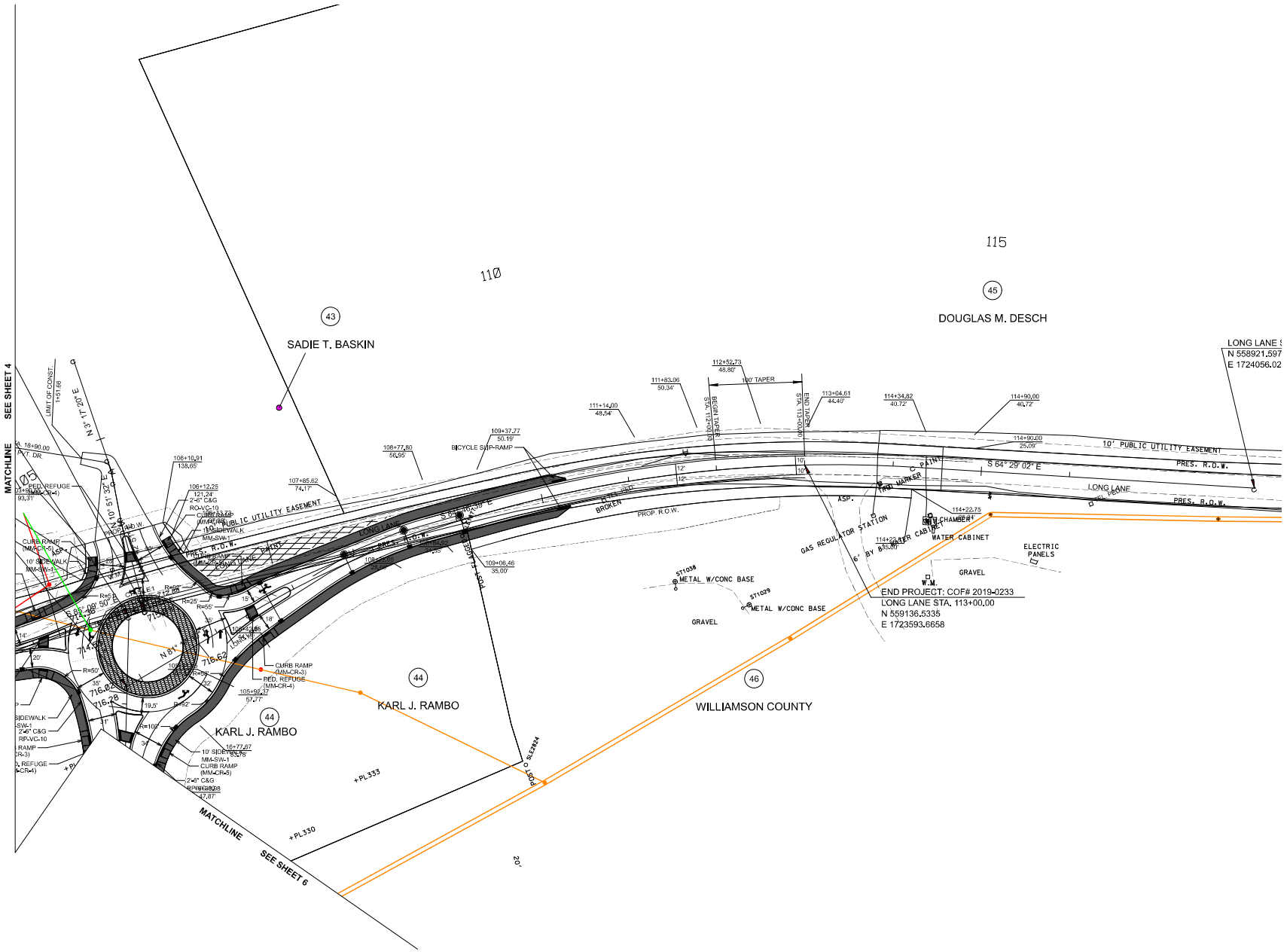
MIDDLE TENNESSEE ELECTRIC

PROPOSED ELECTRIC DESIGN

SCALE: 1" = 50'

R:\City of Franklin-Long Lane\DGN Files\MTEMC_COMP_05.26.2026.dgn

TYPE	YEAR	SHEET NO.
ELEC.	2026	5



M.T.E.M.C. LEGEND

- POLE - TO BE INSTALLED
- POLE - TO BE REMOVED
- POLE - TO BE REPLACED
- POLE - TO REMAIN
- POLE - TEMPORARY
- ANCHOR - TO BE INSTALLED
- ANCHOR - TO BE REMOVED
- ANCHOR - TO REMAIN
- ANCHOR - TEMPORARY
- LINE - TO BE INSTALLED
- LINE - TO BE REMOVED
- LINE - TO REMAIN
- LINE - TEMPORARY
- PULLBOX

COORDINATE VALUES ARE NAD/83 (1995), AND ARE DATUM ADJUSTED BY THE FACTOR OF 1.000084, AND ARE TIED TO THE TENNESSEE GEODETIC REFERENCE NETWORK. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988.

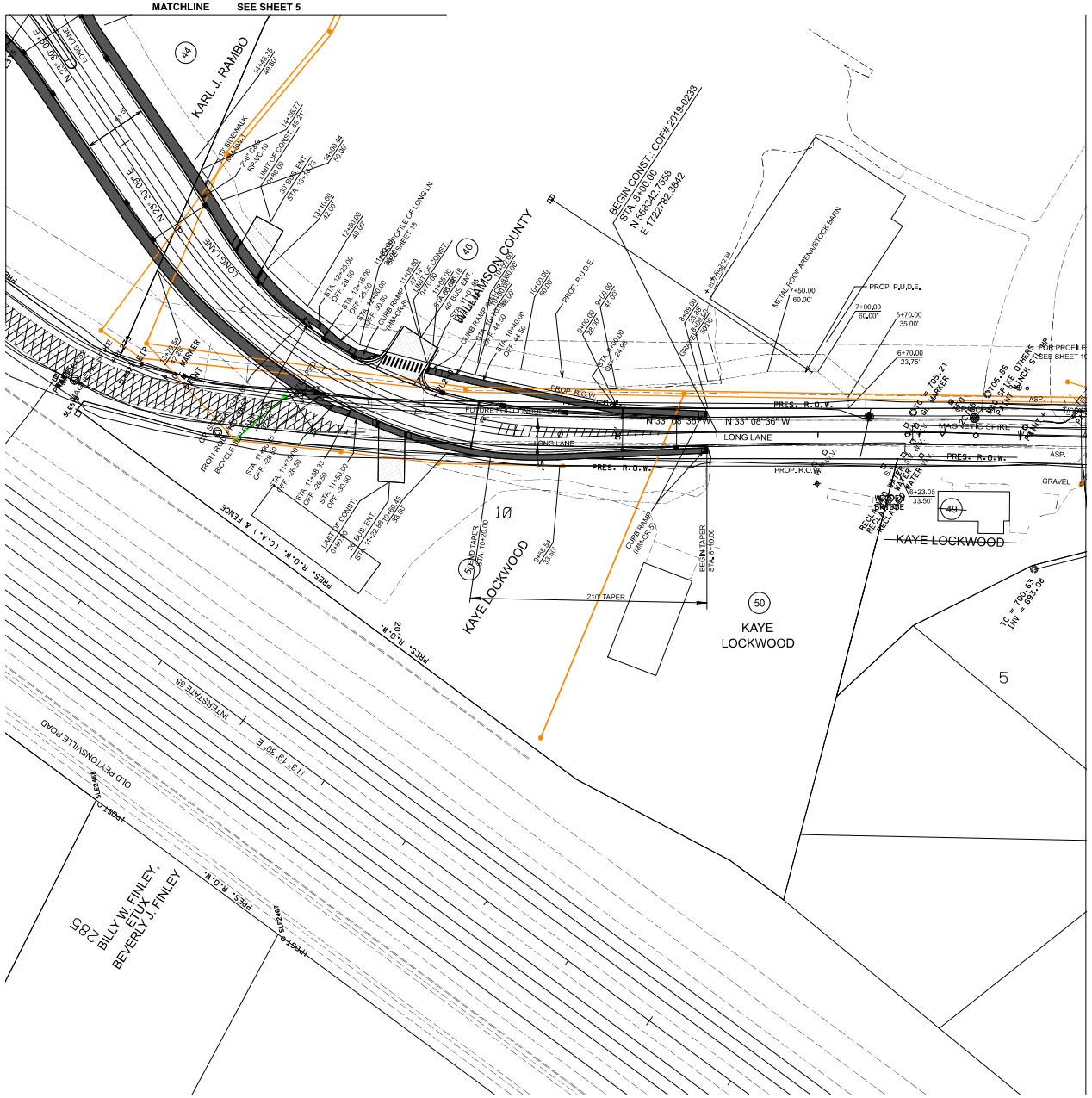
MIDDLE TENNESSEE ELECTRIC

PROPOSED ELECTRIC DESIGN

SCALE: 1" = 50'

R:\City of Franklin\Long Lane\DGN Files\MTEMC_COMP_05.26.2026.dgn

TYPE	YEAR	SHEET NO.
ELEC.	2026	6



M.T.E.M.C. LEGEND

- POLE - TO BE INSTALLED
- POLE - TO BE REMOVED
- POLE - TO BE REPLACED
- POLE - TO REMAIN
- POLE - TEMPORARY
- ANCHOR - TO BE INSTALLED
- ANCHOR - TO BE REMOVED
- ANCHOR - TO REMAIN
- ANCHOR - TEMPORARY
- LINE - TO BE INSTALLED
- LINE - TO BE REMOVED
- LINE - TO REMAIN
- LINE - TEMPORARY
- PULLBOX

COORDINATE VALUES ARE NAD/83 (1995), AND ARE DATUM ADJUSTED BY THE FACTOR OF 1.000084, AND ARE TIED TO THE TENNESSEE GEODETIC REFERENCE NETWORK. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988.

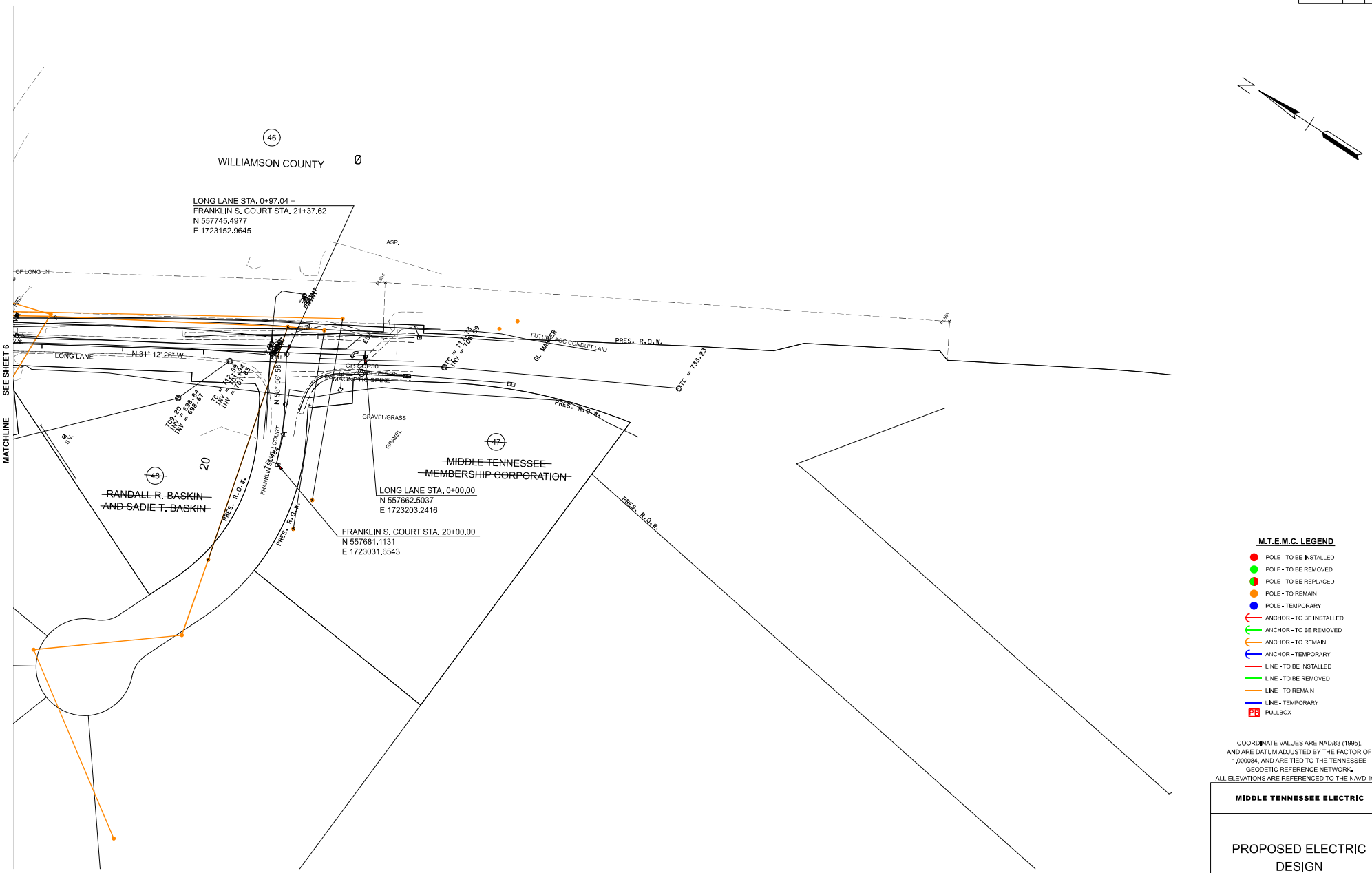
MIDDLE TENNESSEE ELECTRIC

PROPOSED ELECTRIC DESIGN

SCALE: 1" = 50'

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TYPE	YEAR	SHEET NO.
ELEC.	2026	7



M.T.E.M.C. LEGEND

- POLE - TO BE INSTALLED
- POLE - TO BE REMOVED
- POLE - TO BE REPLACED
- POLE - TO REMAIN
- POLE - TEMPORARY
- ANCHOR - TO BE INSTALLED
- ANCHOR - TO BE REMOVED
- ANCHOR - TO REMAIN
- ANCHOR - TEMPORARY
- LINE - TO BE INSTALLED
- LINE - TO BE REMOVED
- LINE - TO REMAIN
- LINE - TEMPORARY
- PULLBOX

COORDINATE VALUES ARE NAD/83 (1995), AND ARE DATUM ADJUSTED BY THE FACTOR OF 1.000084, AND ARE TIED TO THE TENNESSEE GEODETIC REFERENCE NETWORK. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988.

MIDDLE TENNESSEE ELECTRIC

PROPOSED ELECTRIC DESIGN

SCALE: 1" = 50'

R:\City of Franklin-Long Lane\DGN Files\MTEMC_COMP_05.26.2026.dgn

Estimate Bill

Date: 06/3/2026

Project No.:

County: Williamson

Relocation of lines to clear construction: City of Franklin - Long Lane Bridge Across I-65

W.O. C001148443

Number of Poles on Private Right of Way					8
Number of Poles on Public Right of Way					2
Total					10
(A)	1.	Engineering Labor		$	6,300.00
	2.	Inspector Labor		$	928.00
	3.	Engineering/Inspector Overhead and Taxes		$	5,178.86
	4.	Crew Labor		$	69,329.59
	5.	Contractor Labor		$	-
	6.	Transportation		$	253.75
	7.	Right of Way (Tree Trimming)		$	10,000.00
	8.	Material		$	89,121.37
	9.	Excavating Costs		$	5,000.00
			Total A	$	186,111.57
Less Betterment					
(B)	1.	Less Material Used	$ -		
		Less Betterment Labor	$ -		
			Total B	$	-
Grand Total A - B				$	186,111.57
80%	of Total Engineering Cost due Middle Tennessee EMC			$	148,889.26
	Estimated Easement Costs			$	25,000.00
	Total Due Middle Tennessee EMC			**$**	**173,889.26**

City of Franklin

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

File #: 26-0930

DATE: 8/27/2026

TO: Capital Investment Committee

FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management
Brian Goodwin, Asst. Director of Water Management

SUBJECT:

Consideration Of DRAFT Resolution 2026-78, A Resolution To Grant Sewer Availability For 4027 Clovercroft Road (Map 79L, Parcel 50.04)

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2026-78 to grant sewer availability or 4027 Clovercroft Road (Map 79, Parcel 50.04).

BACKGROUND/STAFF COMMENTS:
Date of request: 6/15/2026.
SFUE's Requested: 2.
Water meter size: 3/4".

The applicant has requested approval for sanitary sewer. This private residence is located just east of the City limits along Clovercroft Road. There is an interceptor following Watson Branch within the Mayes Creek Basin on the east side of Clovercroft Road running through this property. If the Board grants this approval, the Water Department recommends approval be contingent upon the following conditions:

-the property owner understands that 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.

The passing of this Resolution will allow the City Administrator to enter these agreements on behalf of the Board so the process can streamline and move quicker for the customer.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that Resolution 2026-78 to grant sanitary sewer availability for 4027 Clovercroft Road (Map 79, Parcel 50.04) be recommended for approval by the Board of Mayor and Aldermen with the following conditions:

-the property owner understands that 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.

Map for 4027 Clovercroft Road



NTS

RESOLUTION 2026-78

A RESOLUTION to provide sewer availability to 4027 Clovercroft Road (Map 79L, Parcel 50.04) (Property) contingent upon specific conditions required for connections to the City's public sanitary sewer main for the Owner's of XXX (Owner)..

WHEREAS, the City of Franklin has determined that connection to the public sanitary sewer system is in the best interest of public health *for those inside and outside the City limits*; and

WHEREAS, the Board of Mayor and Alderman approves or denies requests for connection to the City's public sanitary sewer system outside of the City limits based upon recommendations from the Water Management Department; and

WHEREAS, all connections to the public sanitary sewer system will abide by the City's Municipal Code; and

WHEREAS, to connect to the public sanitary system, the City requires a typical Availability Agreement (Agreement) is recorded at the Williamson County Register of Deeds to ensure future residents have the availability to access this Agreement; and

WHEREAS, to connect to the public sanitary system, the Owner's shall be responsible for all costs to connect Property to public sanitary sewer system that may require extending the public main, any required permits, garnering of any applicable public and private easements and right-of-way acquisitions, restoration of pavement or property; and

WHEREAS, Owner's, on behalf of themselves, their heirs and assigns, will successfully execute an Annexation Agreement that will 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; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to streamline the process of granting availabilities and allow the City Administrator to sign all applicable documents mentioned above relating to the granting of sewer availability for Property.

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

[INSERT TEXT]

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

ATTEST: **CITY OF FRANKLIN, TENNESSEE:**

By:_____ **By:**_____

Cayce Anderson
City Recorder

Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney

City of Franklin

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

File #: 26-01003

DATE: 8/27/2026

TO: Capital Investment Committee

FROM: Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of Final Change Order For COF Contract No. 2024-0105, With Civil Constructors For The South East Park Water Line Extension For An Increase Of 36 Calendar Days And A Decrease Of $415,181.70

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. 2024-0105 with Civil Constructors for the South East Park water line extension.

BACKGROUND/STAFF COMMENTS:

The South East Park water line extension project was necessary to loop the water line from the Pearl Bransford Municipal Complex to the existing water line in Long Lane to provide adequate fire flows to the complex. The project was advertised and bids were opened in the summer of 2025. The low bid, which was Civil Constructors, was awarded by Resolution 2025-58 on September 9, 2025. The notice to proceed was issued for October 6, 2025, with 105 calendar days to finish the project. Civil Constructors achieved substantial completion on February 24, 2026, which was over the proposed substantial completion date of January 19, 2025, through no fault of their own. The City requested some changes to the original construction that required new materials to be ordered, with lead times of up to a month. Ice Storm Fern also accounted for several lost days of work. In total the contract was extended by 36 calendar days and was completed $415,181.70 under budget.

FINANCIAL IMPACT:

The total cost for the project was $1,000,197.30 and was funded through 421-89320-52109. The original bid was for $1,415,379.00 and was included in the current approved budget.

RECOMMENDATION:

Staff recommends that final change order for COF Contract No. 2024-0105 with Civil Constructors for the South East Park water line extension be recommended for approval by the Board of Mayor and Aldermen.

CHANGE ORDER NO.: FINAL

Owner:	**City of Franklin TN**	Date Issued:	**8/5/2026**
Engineer:	**Hazen and Sawyer**		
Contractor:	**Civil Constructors**		
Project Name:	**South East Park Water Line Extension**		
Owners Contract No.:	**COF 2024-0105**		
Effective Date of Change Order:	**8/5/2026**		

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

Description:

This change order is to reconcile the quantities used and spent on the project and to add 36 calendar days to the project.

Attachments:

1. **Final pay application**
2. **Work Change Directive 1 – removed 10”x10” tee and replaced with a 10”x10” tapping sleeve and valve**
3. **Work Change Directive 2 – added 25 calendar days to contract**
4. **Work Change Directive 3 – added 9 days to contract**

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ 1,415,379.00	Original Contract Times: Substantial Completion: 1/19/26 Ready for final payment: 2/18/26
(Decrease/Increase) from previously approved Change Orders $ 0	~~**[Increase] [Decrease]**~~ from previously approved Change Orders: Substantial Completion: 1/19/26 Ready for final payment: 2/18/26
Contract Price prior to this Change Order: $ 1,415,379.00	Contract Times prior to this Change Order: Substantial Completion: 1/19/26 Ready for final payment: 2/18/26
[Decrease] this Change Order: $ 415,181.70	**[Increase]** this Change Order: Substantial Completion: 36 days (2/24/26) Ready for final payment: 3/26/2026
Final Contract Price incorporating this Change Order: $ 1,000,197.30	Contract Times with all approved Change Orders: Substantial Completion: 2/24/26 Ready for final payment: 3/26/26

Recommended by City Project Manager		**Recommended by Department Director**	
By:	_____	By:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Accepted by Contractor		Authorized by Owner	
By:	_____	By:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

WORK CHANGE DIRECTIVE NO.: 1

Owner:	**City of Franklin, TN**	Date Issued:	**12/18/2025**
Engineer:	**Hazen and Sawyer**		
Contractor:	**Civil Constructors**		
Project Name:	**Southeast Park Water Line**		
Owners Contract No.:	**COF 2024-0105**		
Effective Date of Work Change Order:	**12/18/2025**		

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

Description:

Removing the 10"x10" tee and replacing it with a 10"x10" tapping sleeve and valve.

Attachments:

- N/A

Purpose for the Work Change Directive:

This directive is to add a tapping sleeve and valve rather than using a tee at the tie-in to connect to the existing water line on Long Lane.

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

Notes to User—Check one or both of the following

☒ 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:		**NOT YET DETERMINED**
Contract Time:	0 days	**NOT YET DETERMINED**

Basis of estimated change in Contract Price:

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

Approved by Owner

By:	Ben C. Harder	
Title:	Asst. Director	
Date:	12/18/2025	

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WORK CHANGE DIRECTIVE NO.: 2

Owner:	**City of Franklin, TN**	Date Issued:	**1/9/2026**
Engineer:	**Hazen and Sawyer**		
Contractor:	**Civil Constructors**		
Project Name:	**Southeast Park Water Line**		
Owners Contract No.:	**COF 2024-0105**		
Effective Date of Work Change Order:	**1/9/2026**		

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

Description:

Extending substantial completion from January 19, 2026, to February 13, 2026, due to lead time on 12" butterfly valve that was not included in the plans or bid tabulation

Attachments:

- Letter from Civil Constructors dated 1/7/26

Purpose for the Work Change Directive:

This directive is to agree with the contractor for the extension time of 25 days and to incorporate this in a change order to be approved by the Board of Mayor and Aldermen

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

Notes to User—Check one or both of the following

☒ 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:	N/A	**NOT YET DETERMINED**
Contract Time:	25 days	**[SELECT ONE]**

Basis of estimated change in Contract Price:

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

Approved by Owner

By:	Patricia McNeese	
Title:	Utilities Engineer II	
Date:	1/9/2026	

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P.O. Box 685
Franklin, Tennessee 37065

CIVIL CONSTRUCTORS

Telephone (615) 236-9000
Fax (615) 236-9001

January 7th, 2026

Patricia McNeese, PE

Re: Southeast Park Water Line Notice for Contract Extension
City of Franklin Contract No: 2024-0376
County: Williamson

Dear Patricia McNeese, PE,

Civil Constructors, LLC (Civil) is requesting a time extension be granted for the City of Franklin Waterline Project 2024-037, Southeast Park Water Line. This request is due to a discrepancy between TDEC and bid set plans causing need to order an additional 12" butterfly valve. The current estimated procurement of the 12" butterfly valve is 3 weeks. The additional time needed is the procurement of the valve, remobilization to the project of Civil utility crew, plus the remaining project work.

The original substantial completion date is January 19th, 2026 but with the material changes this is not achievable. As of 1/6/2026 Civil has demobilized from the project as all necessary work to complete the project is completed beyond the testing of the waterline and tying in the waterline which isn't possible until the added 12" butterfly valve is in hand and installed.

The new substantial completion date cannot be fully evaluated yet as the valve is not procured, but assuming a delivery of January, 23rd, 2026 Civil will need a new estimated completion date of February 13th, 2026 with any punch list work may taking one more week.

Civil Constructors appreciates the time and attention City of Franklin will dedicate to this matter. If any additional information is needed moving forward, please feel free to contact me at 615-642-3347 or d.norvell@civilconstructors.com.

Respectfully,

Dalton Norvell

Dalton Norvell

Project Manager

CIVIL CONSTRUCTORS, LLC.

WORK CHANGE DIRECTIVE NO.: 3

Owner:	**City of Franklin, TN**	Date Issued:	**3/4/2026**
Engineer:	**Hazen and Sawyer**		
Contractor:	**Civil Constructors**		
Project Name:	**Southeast Park Water Line**		
Owners Contract No.:	**COF 2024-0105**		
Effective Date of Work Change Order:	**3/4/2026**		

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

Description:

Revising the previously approved WCD#2 to reflect the arrival date of the 12" butterfly valve (1/30/2026) and days lost for Ice Storm Fern to add 9 additional calendar days to the contract for a total of 36 calendar days to the original substantial completion date of 1/19/26

Attachments:

- N/A

Purpose for the Work Change Directive:

This directive is to revise the previously approved WCD #2 to increase the substantial completion date by 36 calendar days from 1/19/26 and to incorporate this in a change order to be approved by the Board of Mayor and Aldermen

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

Notes to User—Check one or both of the following

☒ 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:	N/A	**NOT YET DETERMINED**
Contract Time:	9 days	**[SELECT ONE]**

Basis of estimated change in Contract Price:

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

Approved by Owner

By:	Patricia McNeese	
Title:	Utilities Engineer II	3/4/26

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Attachment No. 4

Change Order: Final

COF Contract No. 2024-0105

To:	*City of Franklin*	From:	*Civil Constructors, LLC*	Invoice #:	4
	Water Management Department		425 Downs Blvd.	Estimate #:	4
	124 Lumber Drive		Franklin, TN 37064	Date:	4/27/2026
	Franklin, TN 37064			From Est. Period:	1/1/2026
Attn:				To Est. Period:	2/28/2026

South Park Waterline

Owner Contract Number: 2024 - 0105

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			**$1,415,379.00**	1. Value of Work Completed to Date	$ 1,000,197.30
Plus/Minus Approved Change Orders				2. Stored Materials	$ -
				3. Total Completed and Stored to Date	$ 1,000,197.30
No. _____	Dated:_____			4. Retainage (5%)	$ -
No. _____	Dated:_____			5. Total Earned Less Retainage	$ 1,000,197.30
No. _____	Dated:_____			6. Less Previous Certificates for Payment	$ 899,624.91
Contract Amount to Date:			**$1,415,379.00**	**7. Total Amount Due This Estimate**	**$ 100,572.39**

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: Civil Constructors, LLC Title: Project Manager

Signed: Dalton Norwell Date: 5/18/2026

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: _____

Civil Constructors, LLC
425 Downs Blvd.
Franklin, TN 37064

FOR PERIOD: 1/1/2026 **TO** 2/28/206

DATE 4/27/2026

2024 - 0105 Southeast Park Waterline

Estimate number 04

Pay Item	Pay Item Description	Quantity	Unit	Unit Price	Total	Previous Estimate	Current Estimate	Total to Date	Total Amount
1	Mobilization	1	LS	$48,910.00	$48,910.00	1.00		1.00	$ 48,910.00
2	Bond	1	LS	$14,170.00	$14,170.00	1.00		1.00	$ 14,170.00
3	Erosion Control and Prevention	1	LS	$36,309.00	$36,309.00	1.00		1.00	$ 36,309.00
4	Traffic Control	1	LS	$15,000.00	$15,000.00	0.75	0.25	1.00	$ 15,000.00
5	Permanent Seeding, Fertilizer, & Mulch	16000	SY	$0.42	$6,720.00		20,908.80	20,908.80	$ 8,781.70
6	Materials Testing	1	A	$5,000.00	$5,000.00			0.00	$ -
7	Final Site Cleanup	1	LS	$25,000.00	$25,000.00	0.60	0.40	1.00	$ 25,000.00
8	Bollards	8	EA	$1,140.00	$9,120.00	8.00		8.00	$ 9,120.00
9	6" Ductile Iron Restrained Joint Waterline	20	LF	$326.00	$6,520.00	30.00		30.00	$ 9,780.00
10	12" Ductile Iron Restrained Joint Waterline	4200	LF	$152.00	$638,400.00	4,160.00	32.00	4,192.00	$ 637,184.00
11	6" Gate Valve	2	EA	$3,480.00	$6,960.00	2.00		2.00	$ 6,960.00
12	10" Gate Valve	3	EA	$6,250.00	$18,750.00			0.00	$ -
13	12" Gate Valve	4	EA	$7,160.00	$28,640.00	4.00	1.00	5.00	$ 35,800.00
14	1" Combination Air Release	2	EA	$3,650.00	$7,300.00	2.00		2.00	$ 7,300.00
15	Water Service Connection Assembly	1	EA	$3,730.00	$3,730.00		1.00	1.00	$ 3,730.00
16	Water Meter Box	1	EA	$3,120.00	$3,120.00		1.00	1.00	$ 3,120.00
17	Fire Hydrant Assembly	2	EA	$8,450.00	$16,900.00	2.00		2.00	$ 16,900.00
18	Ductile Iron Fittings	2500	LBS	$9.00	$22,500.00	720.00	633.00	1,353.00	$ 12,177.00
19	Connection To Existing Main	2	EA	$6,450.00	$12,900.00		2.00	2.00	$ 12,900.00
20	Waterline Testing & Disinfection	1	LS	$10,000.00	$10,000.00		1.00	1.00	$ 10,000.00
21	V-Bio Polyethlyene Encasement Wrap	40	LF	$54.50	$2,180.00		62.00	62.00	$ 3,379.00
22	Rock Removal	2,000	CY	$170.00	$340,000.00	332.27		332.27	$ 56,485.90
23	Replace Existing Fence In-Kind	1	LS	$7,250.00	$7,250.00		1.00	1.00	$ 7,250.00
24	Project Contingency	1	A	$130,000.00	$130,000.00		0.1534	0.15	$ 19,940.70
					$0.00			0.00	$ -
					$0.00			0.00	$ -
					$0.00			0.00	$ -

Pay Item	Pay Item Description	Quantity	Unit	Unit Price	Total	Previous Estimate	Current Estimate	Total to Date	Total Amount
					$0.00			0.00	$ -
					$0.00			0.00	$ -
					$0.00			0.00	$ -
					$0.00			0.00	$ -
					$0.00			0.00	$ -
					$0.00			0.00	$ -
					$0.00			0.00	$ -
					$0.00			0.00	$ -
					$0.00			0.00	$ -
					$0.00			0.00	$ -
		TOTAL			$1,415,379.00				$ 1,000,197.30

SUMMARY OF ESTIMATES

	AMOUNT	TOTAL TO DATE
ESTIMATE NO. 1	$ 264,884.56	$ 264,884.56
ESTIMATE NO. 2	$ 363,258.91	$ 628,143.47
ESTIMATE NO. 3	$ 226,500.19	$ 854,643.66
ESTIMATE NO. 4	$ 44,981.25	$ 899,624.91
ESTIMATE NO. 5		
ESTIMATE NO. 6		
ESTIMATE NO. 7		
ESTIMATE NO. 8		
ESTIMATE NO. 9		
ESTIMATE NO. 10		
ESTIMATE NO. 11		
ESTIMATE NO. 12		
ESTIMATE NO. 13		
ESTIMATE NO. 14		

*Do not include current estimate in this summary

TOTAL $ 899,624.91

SUMMARY		
TOTAL WORK TO DATE	$	1,000,197.30
STORED MATERIALS	$	-
RETAINAGE @ 5%	$	-
TOTAL DUE CONTRACTOR TO DATE	$	1,000,197.30
LESS PREVIOUS PAYMENTS	$	899,624.91
AMOUNT DUE THIS ESTIMATE	$	100,572.39

ok

PGM

6/2/2026

City of Franklin

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

File #: 26-01021

DATE: 8/27/2026

TO: Capital Investment Committee

FROM: Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of Amendment 2 To COF Contract No. 2025-0086, With Gresham Smith For The WTP Improvements — New Hydrochloric Acid Building In The Amount Of $199,836

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning amendment no. 2 to COF Contract 2025-0086 with Gresham Smith for the WTP new hydrochloric acid building.

BACKGROUND/STAFF COMMENTS:

The original PSA with Gresham Smith to design the WTP new hydrochloric acid building was approved on April 22, 2025. Amendment no. 1 was to add the design of a building drainage system. This amendment no. 2 is for Gresham Smith to provide construction administration when the project is under construction, scope that was not initially included. This additional scope will include providing a project execution plan, responding to questions from prospective bidders, reviewing and approving submittals and shop drawings as the engineer-of-record, and periodic on-site inspections.

FINANCIAL IMPACT:

The additional fee for this proposed construction administration is $199,836. This is included in the current approved budget and funded by the water plant operating fund (421-82560-52103)

RECOMMENDATION:

Staff recommends that amendment 2 to COF Contract 2025-0086 be recommended to the Board of Mayor and Aldermen for approval.

AMENDMENT NO. 2 TO WTP IMPROVEMENTS-NEW HYDROCHLORIC ACID BUILDING

COF CONTRACT NO. 2025-0086

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

RECITALS:

WHEREAS, the City and Gresham Smith entered into an agreement COF Contract No. 2025-0086 dated April 22, 2025 (the "Agreement"); and

WHEREAS, the purpose of the Agreement was to provide design services for the proposed hydrochloric acid building at the Water Treatment Plant; and

WHEREAS, the parties desire to amend the agreement to include bidding and construction phase services; and

WHEREAS, the City and Gresham Smith 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 bidding and construction phase services per the attached proposal from Gresham Smith dated August 10, 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.

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 April 22, 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: _____

GRESHAM SMITH:

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM BY:

_____

Ronda Webb, Assistant City Attorney

Gresham Smith

August 10, 2026

Mr. Brian Goodwin, PE
Assistant Director of Water Management
City of Franklin Water Management Department
124 Lumber Drive
Franklin, Tennessee 37064

Subject: **Additional Services Proposal**
WTP Improvements
Franklin Water Management Department

Dear Mr. Goodwin:

Thank you for the opportunity to submit the attached proposal for providing additional design phase services and bidding and construction phase services necessary for the WTP Improvements project. Our proposed scope of services, compensation, and schedule are described herein.

We propose to provide the services described in Exhibit D-2-1 for a fee of **$198,370.00** plus reimbursable expenses in the amount of **$1,466.00** for a total not-to-exceed compensation of **$199,836.00.** A breakdown of the tasks and fee associated with this project are included below.

Should you have any questions or require additional information, please do not hesitate to call me.

Sincerely,
Gresham Smith

Craig Parker, P.E.
Senior Vice President

Gresham Smith

EXHIBIT D-2-1

Additional Services Proposal
WTP Improvements
Franklin Water Management Department

Gresham Smith (hereinafter referred to as "Engineer") proposes to provide professional engineering, technical, and support services during the bidding and construction phase for the WTP Improvements project (hereinafter referred to as "Project") for the Franklin Water Management Department (hereinafter referred to as "Owner"). Our understanding of the Project as well as our proposed scope of services, compensation, and schedule for completing the agreed tasks of the project are presented below.

1. Project Understanding

Engineer understands that Owner seeks to publicly bid and contract with a general contractor to construct the WTP Improvements project generally consisting of the addition of a hydrochloric acid feed building and a filter-to-waste system at the WTP. Previous phase of this project included a Technical Memorandum (TM), detailed design of the WTP Improvements, permitting, and finalized bid documents.

2. Scope of Services

a. General

Based upon the anticipated scope of the Project, Engineer anticipates providing the services of the following professional disciplines to meet Owner's objectives for the project: Project Management, Process Mechanical, Civil/Site, Electrical and I&C Engineering, Mechanical/HVAC/Plumbing Engineering, and Architectural Services. Engineer's proposed scope of services for the additional design, bidding, and construction phases of the Project is described in the following paragraphs. Overall duration of the Project is assumed 14 months.

b. Task 1 - Project Management (Inclusive of Bid and Construction Phase Durations)

(1) Engineer will:

i. Update the Project Execution Plan (PEP) consisting of a detailed master Project Schedule with deliverable dates and other milestones identified and Project-specific plans for staffing, quality, risk

management, change management, technology, and safety.

ii. Schedule and conduct an internal project team kick-off meeting to review the updated Project Plan with the team, present Project goals and objectives, and establish key measures of success for bidding and construction phase of the project.

iii. Perform monthly project management tasks according to PEP.

c. Task 2 - Bid Phase (Estimated 2 Months)

Upon receipt from Owner of notice to proceed with the Bid phase of the Project, Engineer will:

1) Attend the Owner-conducted pre-Bid conference for prospective Bidders. Pre-Bid conference will be held at the offices of Franklin Water Management Department and will be followed by a visit to the Project site.

2) Respond, after consultation with Owner as appropriate, to Bid phase questions from prospective Bidders and publish addenda as appropriate to clarify, correct, or change the Bidding Documents or to provide supplemental information, giving Owner an opportunity to review prior to publication. Two addenda are assumed.

3) Attend virtual bid opening, review Bids for accuracy and compliance with the Bidding Documents, prepare a certified Bid Tabulation, and provide Owner a written recommendation to award a Construction contract.

Engineer's Bid Phase services will be considered complete upon the Engineer's recommendation of award. In the event Bids are rejected or Owner elects not to award the contract for any reason, Engineer's Bid Phase services will terminate upon receipt of notice of Owner's intent to reject Bids or otherwise suspend the Project. Should Owner elect to re-bid the Project without further assistance from Engineer, no additional compensation will be due; however, should Owner request assistance from Engineer (e.g. revising the scope of work of the contract, responses to Bidder's questions, etc.) in re-bidding the Project, Owner and Engineer agree to negotiate additional compensation and time for the requested services.

d. Task 3 - Construction Phase (Estimated 12 Months)

The Construction Phase will commence with the execution of the Construction Contract for the Project.

During the Construction Phase, Engineer will:

1) *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract, except as otherwise provided in writing.

2) *Construction Quality Assurance Testing and Monitoring:* Receive, review, and determine the acceptability of test reports and results of analyses that Contractor is required to submit to Engineer.

3) *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be to determine that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

4) *Pre-Construction Conference:* Attend the Owner-conducted Pre-Construction Conference prior to commencement of Work at the Site.

5) *Monthly Construction Progress Meetings:* Attend Owner-scheduled monthly construction progress meetings to include the Engineer, Owner, Contractor, and RPR (if any). Twelve (12) monthly construction progress meetings are assumed.

6) *Schedules:* Receive, review, and determine the acceptability of any schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

7) *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress, make visits to the Site at intervals appropriate to the various stages of construction, as Engineer

deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the RPR. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer will keep Owner informed of the progress of the Work. Assumed site visits for observation of construction are as follows: MP/Civil – Twelve (12), Arch/Structural – Three (3), Electrical/I&C – Three (3) each with an assumed duration of 4 hours that includes visit documentation.

The purpose of Engineer's visits to the Site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

8) *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

9) *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents. Twenty (20) requests for clarification are assumed.

10) *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.

11) *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other information the Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet Contractor's submittal schedules that Engineer has accepted. Up to two (2) submittals are assumed for each applicable item. Forty (40) submittals are estimated based on scope of construction.

12) Substitutes and "or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

13) *Disagreements between Owner and Contractor*: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or

Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate.

14) *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation, determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on

account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

15) *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided herein, and transmit the annotated record documents that are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.

16) *Operational Testing and Start-up:* Engineer will review Contractor's schedule and proposed procedures for required operational testing and start-up of the new chemical feed system. Engineer will transmit the submittals to Owner for concurrent review and will review control system supplier's proposed screens and programming submitted by the Contractor. Engineer will be present and actively involved in start-up tasks. Engineer will attend the any pre-startup conference and provide onsite assistance during startup to assist with commissioning and troubleshooting of the new systems.

17) *Substantial Completion:* Upon receipt of notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

18) *Record Drawings:* Prepare Record Drawings of the completed Work showing appropriate record information based on Project annotated record documents (i.e. "redlines") received from Contractor and furnish ".pdf" copy of such Record Drawings to Owner.

19) *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.

20) *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

Additional Services

If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below. Engineer will provide a fee proposal and amendment request to the Owner for consideration prior to proceeding with additional services.

1) Performing a threatened/endangered species survey to determine the potential presence of threatened/endangered species within or near the Project site.
2) Providing construction surveys and staking to enable Contractor to perform its work, and any type of other special field surveys.
3) Performing a cultural (archaeological and historic) resources survey of the proposed Project site, if required to satisfy requirements of AHJs, to determine if significant cultural resources are present.
4) Providing services associated with acquiring permits and approvals not explicitly listed herein.
5) Providing services related to mitigation of jurisdictional waters disturbed by the project, threatened or endangered species or habitats thereof, or other services related to ecological conditions/findings at the Project site.
6) Providing services attributable to more than one prime construction contract or bundling multiple projects into a single contract.
7) Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
8) Providing post-construction phase services including site visits after the date of final completion and warranty inspection(s).

9) Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.

10) Providing services in connection with design changes, construction work change directives and construction change orders to reflect changes requested by Owner or as required to address unforeseen conditions.

11) Providing additional or extended services during construction made necessary by (i) emergencies or acts of God endangering the Work (advance notice not required), (ii) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (iii) Work damaged by fire or other cause during construction, (iv) a significant amount of defective, neglected, or delayed work by Contractor, (v) acceleration of the progress schedule involving services beyond normal working hours, or (vi) default by Contractor.

12) Reviewing a Shop Drawing more than three times, because of repeated inadequate submissions by Contractor.

13) Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

3. Compensation

Engineer will provide the services described herein for compensation as described in Exhibit D plus reimbursement for expenses directly related to the work including reimbursement for mileage at the prevailing federal reimbursement rate. The total not-to-exceed fee including all personnel labor, reimbursable expenses, is $199,836.00 . The estimated distribution of the proposed compensation by project phase/task is presented in Table 3-1.

Table 3-1: Compensation Summary by Project Phase

Description	Compensation
Project Management (Task 1)	$26,780
Bid Phase (Task 2)	$23,830
Construction Phase (Task 3)	$135,760
Testing and Special Inspection Allowance	$12,000

Reimbursable Expenses	$1,466
Total Not-to-Exceed Compensation	$199,836

Notes:

1. Compensation includes estimated labor, expenses, and subconsultant charges with 5% mark-up.

The amount of compensation for a given task or phase of the Project indicated in Table 3-1 may vary from the amount indicated; however, the total not-to-exceed compensation will not exceed the amount shown without prior authorization from Owner The Engineer reserves the right to raise individual staff rates each calendar year; however, the total not-to-exceed compensation will not exceed the amount shown without prior authorization.

4. Schedule

Engineer will commit the resources necessary to complete the scope of services described herein in a timely manner. Projected design phase milestones are presented in Table 4-1.

Upon receipt of an executed amendment and notice to proceed, Engineer will update a PEP that will include a detailed schedule of the tasks to be completed and the associated durations and dates for completion. Engineer will provide a copy of the schedule to Owner as well as periodic updates as the design phase progresses.

Table 4-1: Projected Milestone Schedule

Project Milestone	Anticipated Duration, Months
Bid Phase	2
Construction Phase	12

5. Assumptions

a. The proposed schedule is contingent upon activities of the general contractor awarded the construction project. In the event Engineer is delayed in performance of services by any act or negligence of Owner or any agent therefor, or by Acts of God, strikes, lockouts, accidents, or other events beyond the control of Engineer, Owner and Engineer agree that Engineer's compensation and the schedule for the affected task(s) shall be equitably adjusted. In the event delays to the Project are encountered for any reason, Engineer and Owner agree to undertake reasonable steps to mitigate the effect of such delays.

b. Regarding soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost, schedule and/or execution.

c. Engineer's proposed compensation and schedule are based on preparation of documents for construction of the Work under a single prime design/bid/build construction contract. If more than one prime contracts are awarded, or if multiple projects are bundled into a single construction contract, Engineer shall be entitled to an equitable increase in compensation and schedule. Engineer's scope of services and compensation proposed herein are based on a Construction Phase duration of not more than 16 months.

d. Professional services not included within this proposal consist of assistance with easement/property acquisition.

This signed letter agreement and **Exhibit D – Amendment to Owner-Engineer Agreement** attached hereto represent the entire understanding between Owner and Engineer and may only be modified in writing by both parties. If this proposal is acceptable, please sign and date in the space provided and return a fully executed copy to our office.

EXHIBIT D
AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2
WTP Improvements
Gresham Smith Project No. 50033.00

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1. **General Background:**
   a. Effective Date of Agreement: April 28, 2025
   b. Engineer: Gresham Smith
   c. Consultant: None
   d. Project: WTP Improvements – New Hydrochloric Acid Building
   e. This Part of Project: Additional Design, Bidding and Construction Phase Services

2. **Reason for Amendment:** *(Check all that apply)*
   _____ Additional services to be performed by Consultant
   _____ Modifications to services of Consultant
   ✓ Modifications to responsibilities of Engineer
   ✓ Modifications to payment to Engineer
   ✓ Modifications to time(s) for rendering Services
   _____ Modifications to other terms and conditions of the Agreement

3. **Description of Modifications:**
   a. Engineer to provide bid and construction phase services as described in Exhibit D-2-1 for the NTE fee of $199,836.00
   b. The bid and construction phase is to extend the project four hundred twenty (420) days for the additional scope. Additional project management services are to be provided during this extension.
   c. This amendment, proposed by the Engineer, and accepted by the City of Franklin, represents a cost of **$199,836.00** for additional engineering services and project management. Breakdown of services and associated fee are provided below.

Description	Compensation
Project Management (Task 1)	$26,780
Bid Phase (Task 2)	$23,830
Construction Phase (Task 3)	$135,760
Material Testing/Special Inspection Allowance	$12,000
Reimbursable Expenses	$1,466
Total Not-to-Exceed Compensation	$199,836

4. **Agreement Summary:**

a.	Original agreement amount:	**$205,000.00**
b.	Net change for prior amendments:	**$26,100.00**
c.	This amendment amount:	**$199,836.00**
d.	Adjusted Agreement amount:	**$430,936.00**

Engineer and Owner hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is defined in the Description of Modifications.

ENGINEER: GRESHAM SMITH		**OWNER: CITY OF FRANKLIN**	
Name:	Craig Parker, P.E.	Name:	
Signature:		Signature:	
Title:	Senior Vice President	Title:	
Date:	8/10/2026	Date:	

City of Franklin

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

File #: 26-01015

DATE: 8/27/2026

TO: Capital Investment Committee

FROM: Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of Change Order 4 To COF Contract No. 2025-0174, With Garney Construction For The Ewingville Drive Emergency 48" FRP Repair Project For An Increase Of 30 Calendar Days

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning change order no. 4 to COF Contract No. 2025-0174 with Garney Construction for the Ewingville Drive emergency 48" FRP repair.

BACKGROUND/STAFF COMMENTS:

This change order is to add 30 calendar days to the existing substantial completion date due to inclement weather beginning in January 2026. The new substantial completion for the project will be August 25, 2026.

FINANCIAL IMPACT:

This will not be an extra cost as this change order is for additional time.

RECOMMENDATION:

Staff recommends that change order 4 to COF Contract No. 2025-0174 be recommended to the Board of Mayor and Aldermen for approval.

CHANGE ORDER NO.: 4

Owner:	**City of Franklin, TN**	Date Issued:	**8/7/2026**
Engineer:	**N/A**		
Contractor:	**Garney Construction**		
Project Name:	**Ewingville Drive Emergency 48" FRP Repair**		
Owners Contract No.:	**COF 2025-0174**		
Effective Date of Change Order:	**N/A**		

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

Attachment(s):

- Letter dated August 7, 2026, from Garney

Description:

- Letter dated August 7, 2026, from Garney requesting a total of 30 calendar days to be added to the contract

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ 7,750,424.00	Original Contract Times: Substantial Completion: N/A Ready for final payment: N/A
[Increase] ~~**[Decrease]**~~ from previously approved Change Orders $ 1,748,530.92	~~**[Increase]**~~ **[Decrease]** from previously approved Change Orders: Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: $ 9,498,954.92	Contract Times prior to this Change Order: Substantial Completion: July 26, 2026 Ready for final payment: August 25, 2026
~~**[Increase]**~~ ~~**[Decrease]**~~ this Change Order: $ 0	**[Increase]** ~~**[Decrease]**~~ this Change Order: Substantial Completion: August 25, 2026 Ready for final payment: September 24, 2026
Contract Price incorporating this Change Order: $ 9,498,954.92	Contract Times with all approved Change Orders: Substantial Completion: August 25, 2026 Ready for final payment: September 24, 2026

Recommended by Project Manager	**Recommended by Department Director**
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Authorized by Owner	**Accepted by Contractor**
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Law Dept. Approved 08.14.26

GARNEY

200 Crutchfield Avenue, Nashville, TN 37210
Phone:615.350.7975
www.garney.com

Patricia McNeese
City of Franklin
124 Lumber Drive
Franklin, TN 37064

August 7, 2026

Re: Weather Delays

Patricia,

As you know and as we previously discussed, Garney has experienced weather delays on the Ewingville Emergency FRP project. These weather delays have been tracked at each monthly progress meeting. Garney was hopeful that we would complete this very important project by the Substantial Completion date of July 26, 2026. However, with that date just a couple of weeks out we are concerned that we will not meet that deadline and therefore request additional days be added to the contract extending the Substantial Completion date and memorializing by Change Order.

From January 24, 2026, through February 5, 2026, Garney could not work and had no production on the project due to snow and ice conditions. This is a total of 13 working days lost. Garney is requesting 9 inclement weather days.

In May a total of 6.56" inches of rain fell upon the project. Specifically, from May 20, 2026, through May 22nd, 2026, a total of 2.31" in fell upon the project halting production. It continued to rain over the Memorial Day Holiday weekend a total of 1.96" inches and when we returned production was halted because the site was saturated with water and the Harpeth River was elevated. Garney did not begin installing 48" DIP and 12" reclaimed pipe until Wednesday June 3, 2026, for a total of 15 working days lost. Garney is requesting 10 inclement weather days.

In June a total of 2.52" inches of rain fell upon the project. The project remained wet from the previous month's rains. This created delays in Garney removing the reclaimed bypass from the project. It created delays in testing the sewer manholes, the 12" inch reclaimed main and 48" inch DIP interceptor. The greatest impact has been the delay in getting our manhole lining contractor access to the project and the impact of overwhelming hydrostatic pressure from the ground water and the adjacent river upon the sewer manholes. Garney lost a total of 10 working days in June. Garney is requesting 6 inclement weather days.

The first two weeks of July 2026 we have received almost 5" inches of rain. We have been unable to execute removal of the sewer bypass and its appurtenances, unable to tie in the residential sewer service, unable to perform final grading and topsoil replacement, unable

200 Crutchfield Avenue, Nashville, TN 37210
Phone:615.350.7975
www.garney.com

to perform final seeding and strawing and unable to complete the manhole lining. Our subcontractor CTR has experienced great difficulty with hydrostatic pressure from ground water intrusion, making lining nearly impossible. Garney is requesting 9 inclement weather days so that our subcontractor can complete the lining of the sewer manholes.

Summary:

MONTH	TOTAL INCLEMENT WEATHER DAYS	ALLOWED INCLEMENT WEATHER DAYS	ADDITIONAL WEATHER DAYS
Jan	13	4	9
Feb		5	0
Mar		5	0
Apr		5	0
May	15	5	10
Jun	10	4	6
Jul	9	4	5
		Total Additional Weather Days:	30

Garney and its subcontractors will endeavor to complete the project on schedule but respectfully request the Substantial Completion date for the project be changed from July 26, 2026, to August 24, 2026.

Sincerely,

Tony Naredo

Tony Naredo, Associate DBIA
Employee-Owner Since 2021

CELL 615.406.2551
200 Crutchfield Ave, Nashville, TN 37210

C.c. Tom Lamb, C&T Engineering
C.c. Zack Bloomfield, Garney

Wastewater Treatment Plant - Franklin, Williamson County TN.

Harpeth River **Time Temp & Precipition Recorded** 6:00

Date		Temperature			24 Hr. Amounts		
Start @ 06:00	End @ 06:00	Max	Min	At Obsn	Rain, melted snow, etc. (in hundredths)	***TOTAL***	Observer
4/30/2026	5/1/2026	65	45	45	0	0	
5/1/2026	5/2/2026	64	45	45	0	0	
5/2/2026	5/3/2026	67	39	39	0	0	
5/3/2026	5/4/2026	72	36	56	0	0	
5/4/2026	5/5/2026	81	55	56	0	0	
5/5/2026	5/6/2026	81	56	57	0.60	0.60	
5/6/2026	5/7/2026	58	51	51	0.13	0.73	
5/7/2026	5/8/2026	68	42	47	0	0.73	
5/8/2026	5/9/2026	77	42	56	0	0.73	
5/9/2026	5/10/2026	81	53	53	0	0.73	
5/10/2026	5/11/2026	85	53	58	0.15	0.88	
5/11/2026	5/12/2026	74	44	47	0.02	0.90	
5/12/2026	5/13/2026	81	46	63	0	0.90	
5/13/2026	5/14/2026	81	51	51	0	0.90	
5/14/2026	5/15/2026	72	46	47	0	0.90	
5/15/2026	5/16/2026	81	47	48	0	0.90	
5/16/2026	5/17/2026	85	48	48	0	0.90	
5/17/2026	5/18/2026	85	40	41	0	0.90	
5/18/2026	5/19/2026	89	61	44	0	0.90	
5/19/2026	5/20/2026	91	64	72	0	0.90	
5/20/2026	5/21/2026	80	65	69	0.16	1.06	
5/21/2026	5/22/2026	83	67	69	1.78	2.84	
5/22/2026	5/23/2026	75	67	69	0.37	3.21	
5/23/2026	5/24/2026	81	69	69	0.46	3.67	
5/24/2026	5/25/2026	80	68	68	0.50	4.17	
5/25/2026	5/26/2026	78	68	68	1.00	5.17	
5/26/2026	5/27/2026	80	70	71	1.23	6.40	
5/27/2026	5/28/2026	88	71	73	0.05	6.45	THE
5/28/2026	5/29/2026	90	72	72	0.01	6.46	THE
5/29/2026	5/30/2026	78	68	69	0.07	6.53	DM
5/30/2026	5/31/2026	86	67	67	0.03	6.56	THE

Wastewater Treatment Plant - Franklin, Williamson County TN.

Harpeth River **Time Temp & Precipition Recorded** 6:00

Date		Temperature			24 Hr. Amounts		
Start @ 06:00	End @ 06:00	Max	Min	At Obsn	Rain, melted snow, etc. (in hundredths)	***TOTAL***	Observer
5/31/2026	6/1/2026	87	67	70	0.00	0.00	THII
6/1/2026	6/2/2026	80	65	65	0.36	0.36	THII
6/2/2026	6/3/2026	82	56	58	-0-	0.36	
6/3/2026	6/4/2026	81	54	56	-0-	0.36	
6/4/2026	6/5/2026	86	59	60	0.00	0.36	THII
6/5/2026	6/6/2026	87	60	63	0.00	0.36	DM
6/6/2026	6/7/2026	88	63	68	0.00	0.36	DM
6/7/2026	6/8/2026	80	68	73	0.01	0.37	THII
6/8/2026	6/9/2026	83	72	73	0.53	0.90	THII
6/9/2026	6/10/2026	90	70	70	0.01	0.91	DM
6/10/2026	6/11/2026	92	70	72	0.00	0.91	DM
6/11/2026	6/12/2026	93	72	74	0.00	0.91	THII
6/12/2026	6/13/2026	82	71	72	0.22	1.13	THII
6/13/2026	6/14/2026	90	71	71	0.07	1.20	THII
6/14/2026	6/15/2026	82	61	61	0.57	1.77	THII
6/15/2026	6/16/2026	80	60	60	0.00	1.77	THII
6/16/2026	6/17/2026	83	60	61	0.00	1.77	DM
6/17/2026	6/18/2026	84	60	62	-0-	1.77	
6/18/2026	6/19/2026	84	68	68	0.06	1.83	THII
6/19/2026	6/20/2026	84	64	64	0.00	1.83	DM
6/20/2026	6/21/2026	88	64	69	0.00	1.83	THII
6/21/2026	6/22/2026	88	67	75	0.12	1.95	THII
6/22/2026	6/23/2026	79	64	65	0.54	2.49	THII
6/23/2026	6/24/2026	82	62	62	0.00	2.49	DM
6/24/2026	6/25/2026	86	62	64	0.00	2.49	DM
6/25/2026	6/26/2026	89	66	74	0.00	2.49	THII
6/26/2026	6/27/2026	90	74	76	0.02	2.51	THII
6/27/2026	6/28/2026	90	76	78	0.01	2.52	DM
6/28/2026	6/29/2026	94	73	74	0.00	2.52	THII
6/29/2026	6/30/2026	96	73	74	0.00	2.52	THII

Climatological Data for FRANKLIN SEWAGE PLANT, TN - July 2026

Date	Temperature				HDD	CDD	Precipitation
	Maximum	Minimum	Average	Departure			
2026-07-01	98	74	86.0	7.1	0	21	0.00
2026-07-02	98	74	86.0	7.0	0	21	0.00
2026-07-03	97	73	85.0	5.8	0	20	0.00
2026-07-04	98	69	83.5	4.2	0	19	0.72
2026-07-05	94	69	81.5	2.2	0	17	0.00
2026-07-06	88	72	80.0	0.6	0	15	0.11
2026-07-07	88	71	79.5	0.0	0	15	0.07
2026-07-08	90	72	81.0	1.4	0	16	2.18
2026-07-09	M	71	M	M	M	M	0.07
2026-07-10	93	71	82.0	2.3	0	17	0.04
2026-07-11	88	71	79.5	-0.2	0	15	1.03
2026-07-12	90	72	81.0	1.2	0	16	0.02
2026-07-13	83	72	77.5	-2.3	0	13	0.56
2026-07-14	M	M	M	M	M	M	M
2026-07-15	M	M	M	M	M	M	M
2026-07-16	M	M	M	M	M	M	M
2026-07-17	M	M	M	M	M	M	M
2026-07-18	M	M	M	M	M	M	M
2026-07-19	M	M	M	M	M	M	M
2026-07-20	M	M	M	M	M	M	M
2026-07-21	M	M	M	M	M	M	M
2026-07-22	M	M	M	M	M	M	M
2026-07-23	M	M	M	M	M	M	M
2026-07-24	M	M	M	M	M	M	M
2026-07-25	M	M	M	M	M	M	M
2026-07-26	M	M	M	M	M	M	M
2026-07-27	M	M	M	M	M	M	M
2026-07-28	M	M	M	M	M	M	M
2026-07-29	M	M	M	M	M	M	M
2026-07-30	M	M	M	M	M	M	M
2026-07-31	M	M	M	M	M	M	M
Sum	1105	931	-	-	0	205	4.80
Average	92.1	71.6	81.9	2.4	-	-	-
Normal	90.6	68.3	79.5	-	0	188	1.92

Above Normals represent the month through 2026-07-13.

Observations for each day cover the 24 hours ending at the time given below (Local Standard Time).
Max Temperature : 5am
Min Temperature : 5am
Precipitation : 5am

City of Franklin

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

File #: 26-0853

DATE: 8/27/2026

TO: Board of Mayor and Aldermen

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

SUBJECT:

Consideration Of Amendment 1 To COF Contract No. 2025-0251, With C&T Engineering And Inspection For The Ewingville 48" FRP Emergency Repair In The Amount Of $59,210

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning amendment no. 1 to COF Contract No. 2025-0251 with C&T Engineering and Inspection for the Ewingville Drive 48" FRP emergency repair.

BACKGROUND/STAFF COMMENTS:

The original contract for the project management of the Ewingville Drive 48" FRP emergency repair assumed a construction timeframe of 26 weeks to complete the work. During this time, work outside the original scope was added to the construction contract. The additional work included replacement of 360 linear feet of 48” FRP, the addition of 1,750 linear feet of 12” inch reclaimed water main, armor lining of 6 sewer manholes, additional pipe joint testing, Chestnut Bend manhole rehabilitation, and additional progress meetings.

FINANCIAL IMPACT:

The amendment will increase the contract by $59,120.00, will be funded from the same account as the original PSA (431-89320-52212), and was not included in the current approved budget.

RECOMMENDATION:

Staff recommends that Amendment 1 to COF Contract No. 2025-0251 be recommended to the Board of Mayor and Aldermen for approval.

AMENDMENT NO. 1 TO CONSTRUCTION INSPECTION SERVICES FOR EWINGVILLE 48" FRP EMERGENCY REPAIR COF Contract No. 2025-0251

ENTERED INTO by and between the CITY OF FRANKLIN, TENNESSEE ("City") and C&T Engineering and Inspection, LLC as of this _____ day of _____, 2026.

RECITALS:

WHEREAS, the City and C&T Engineering and Inspection, LLC entered into an agreement COF Contract No. 2025-0251 dated August 12, 2025, ("Agreement"); and

WHEREAS, the purpose of the Agreement was to provide construction inspection for the Ewingville 48" FRP Emergency Repair; and

WHEREAS, the parties desire to amend the agreement to provide construction inspection for a longer period of time in response to additional work on the project; and

WHEREAS, the City and C&T Engineering and Inspection, LLC 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 provide construction inspection for a longer period of time in response to additional work on the project.

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 August 12, 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

C&T Engineering and Inspection, LLC:

By: _____

Title: _____

Date: _____

C&T ENGINEERING

1113 Murfreesboro Rd. Ste. 106-102
Franklin, TN 37064

615.567.3306
ctengineering.net

6/10/2026

Ms. Michelle Hatcher, P.E.
City of Franklin
Water Management Director
124 Lumber Drive
Franklin, TN 37064
Delivered via electronic mail to michelle.hatcher@franklintn.gov

Re: **Ewingville Neighborhood Emergency FRP Pipe Failure Repairs**

Director,

As you know C&T began working on the Ewingville Emergency FRP project on 5/5/2025 and the BOMA approved our professional services agreement on August 12th of 2025. Our contract assumed a 6-month/26-week construction schedule to complete the work. During this time unforeseen work was added to the construction contract. The additional work included replacement of an additional segment of failed 48" FRP, the addition of 1,750 LF of 12" inch reclaimed watermain located within the same easement, armor lining of sewer manholes A-40 through A-45, additional pipe joint testing, and holladay testing, Chestnut Bend manhole rehabilitation (not in our original scope) and additional progress meetings.

C&T has managed the original PSA budget responsibly, extending coverage from the contracted 26 weeks to 51 weeks since work began on the emergency project. This represents a total of 37 weeks beyond the date BOMA formally approved our PSA. The updated Ewingville Emergency FRP construction schedule shows completion by 8/12/2026, and despite recent weather-related delays, C&T believes this date remains achievable. Accordingly, we are requesting an additional CEI budget of $59,210.00 (fifty-nine thousand two hundred ten dollars) for a revised not to exceed contract amount of $274,690.00. C&T will bill these services as needed only to the original **Task 3.0, Daily Inspections by Onsite Resident Project Representative (RPR)**.

Please let me know if you have any questions regarding this request. We sincerely appreciate this opportunity to continue our work with the City of Franklin Water Management Department.

Very truly yours,

Tom Lamb

Tom Lamb
Principal
C&T Engineering and Inspection, LLC

HISTORIC FRANKLIN TENNESSEE

City of Franklin

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

File #: 26-01039

DATE: 8/27/2026

TO: Capital Investment Committee

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

SUBJECT:

Capital Projects Dashboard And Status Updates For August 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

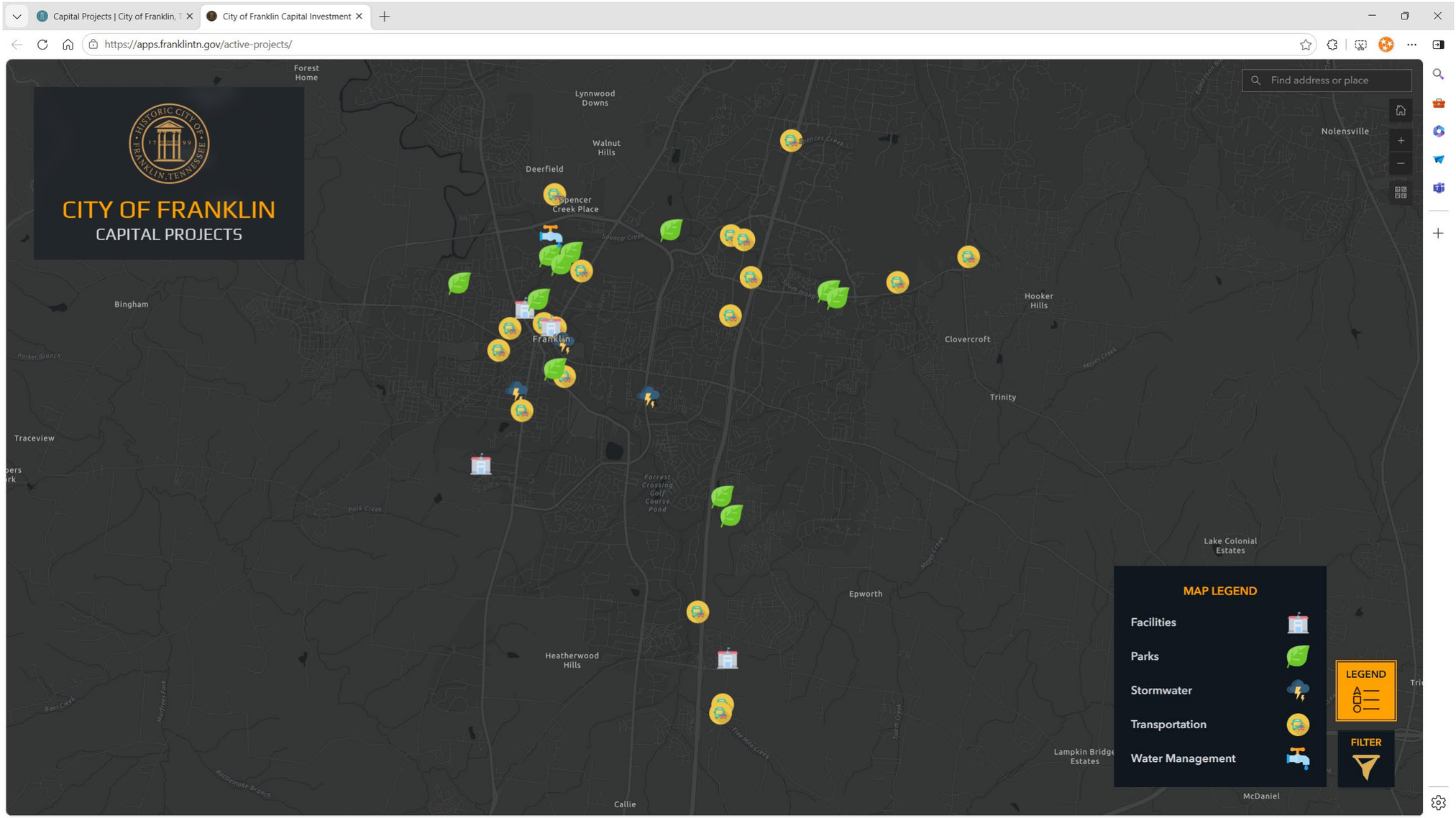


Image Captured from City of Franklin Website on 08/20/2026

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"