

# PROPOSAL CONTRACT

CRITZ LANE IMPROVEMENTS

THOMPSON'S STATION, TENNESSEE



AUGUST 2020

**PROPOSAL CONTRACT  
CRITZ LANE IMPROVEMENTS PROJECT  
CONTRACT NO: \_\_\_\_\_  
TOWN OF THOMPSON'S STATION, TENNESSEE**

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**ATTENTION**

It shall be the bidder's 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 Town of Thompson's Station, upon request.

## NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Town of Thompson's Station, Tennessee will receive sealed bids in the Thompson's Station Town Hall (1550 Thompson's Station Road W, Thompson's Station, TN 37179), until **10:00 a.m., August 10, 2020**, at which time the bids will be publicly opened and read aloud for the following project:

### **CRITZ LANE IMPROVEMENTS PROJECT CONTRACT NO: \_\_\_\_\_**

**The Project generally consists of the furnishing of all materials, equipment and labor for the construction of approximately 3,200 linear feet of two-lane roadway and a roundabout at the intersection of Clayton Arnold Road and Critz Lane. Construction includes construction of turn lanes into Avenue Downs and Canterbury developments, pavement marking, signing and necessary drainage and stormwater appurtenances.**

A pre-bid meeting will be held in the Thompson's Station Community Center (1555 Thompson's Station Road West, Thompson's Station, TN 37179) at **10:00 a.m. on Monday, July 27, 2020.**

Copies of Contract Documents and Plans may be viewed at the Thompson's Station Town Hall, 1550 Thompson's Station Road W, Thompson's Station, TN 37179.

Digital Copies in PDF format of Contract Documents and Plans are available on the Town of Thompson's Station website and may also be obtained from Mr. Brandon Baxter, 615-244-8591, [bbaxter@ragansmith.com](mailto:bbaxter@ragansmith.com), Ragan-Smith Associates, 315 Woodland Street, Nashville, Tennessee 37206.

Each bid must be submitted on the Bid Form(s) provided in Bid Documents along with the other documents required, including but not limited to the Drug Free Affidavit as required by T.C.A. § 50-9-113, and either accompanied by a Bid 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 envelope containing the vendor's bid must be sealed and contain on the face of the envelope the word "BID", the name of the Project, Bidder's Name, License Number, Classification and Expiration Date in accordance with State law (TCA § 62-6-119). Electrical, Plumbing, Heating, Ventilation, and Air Conditioning as well as any additionally required Subcontractors' Name, License Number, Classification and Expiration Date in accordance with State Law (TCA § 62-6-119), and the Time and Date of the Bid Opening shall also appear on the envelope. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

All Bidders' must be licensed contractors as required by the Contractor Licensing Act of 1976 (TCA Title 62, ch.6). All Prime Contractors must be prequalified with the Department of Transportation in accordance with Section 54-5-117 of the "Tennessee Code Annotated" and Tennessee Department of Transportation Rule 1680-5-3 prequalification of contractors before biddable proposals will be furnished.

The Town of Thompson's Station hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation, and will not be discriminated against on the grounds of age, race, color, religion, national origin, sex or disability in consideration for an award. No Disadvantaged Business Enterprise (DBE) goal has been set on this contract. However, the use of DBE or minority/women owned firms are encouraged.

The Town of Thompson's Station 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.

Bids received more than ninety-six (96) hours, excluding Saturdays, Sundays, and holidays before the time set for opening of bids, as well as bids received after the time set for opening of bids, shall not be considered and will be returned unopened.

The governing body of the Town of Thompson's Station, Tennessee shall reserve the right to reject any and all bids if said body deems it necessary in the best interest of the citizens of Thompson's Station, Tennessee. Bids lacking required documents or not submitted in accordance with Tennessee State Bidding Laws will be rejected and may subject bidder to a ban from submittal on future Town of Thompson's Station projects. For additional information call Regina Fowler, Town Clerk, at (615) 794-4333.

**END OF NOTICE TO BIDDERS**

## **INSTRUCTIONS TO BIDDERS**

### **1. Defined Terms**

Terms used in these Instructions to Bidders shall have the meanings assigned to them as stated in Article 2 of the General Conditions.

### **2. Qualifications of Bidders**

The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. Such information and data shall be submitted to the Owner within five days of receipt of the Owner's written request. The Owner reserves the right to reject any Bid if evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

Where local, state, or federal law requires the Contractor performing the work to be licensed, the Bidder shall be properly qualified according to said laws and shall furnish to the Owner such evidence of qualifications at the time the Bid is submitted.

### **3. Examination of Contract Documents and Site**

Before submitting his Bid, each Bidder must (a) examine the Contract Documents thoroughly; (b) visit the site to familiarize himself with local conditions that may in any manner affect performance of the Work; (c) familiarize himself with federal, state, and local laws, ordinances, rules, and regulations affecting performance of the Work; and (d) carefully correlate his observations with the requirements of the Contract Documents.

Reference is made to the General Requirements (Section II) for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by Engineer in preparing the Drawings and Specifications. Owner will make copies of such surveys and reports available to any Bidder requesting them. Before submitting his Bid, each Bidder will, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his Bid price for performance of the Work within the terms of the Contract Documents.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 3. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Agreement.

### **4. Interpretations and Addenda**

All questions about the meaning or intent of the Contract Documents shall be submitted to Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the bidding documents. Questions received less than three days prior to the date for opening of Bids will not be answered. Only questions answered

by formal written Addenda will be binding. Oral and other interpretations of clarifications will be without legal effect. All Addenda so issued shall become part of the Contract Documents.

Addenda to the Contract Documents will be acknowledged by all bidders. Failure to acknowledge receipt of Addendum Letters is grounds for rejection.

**5. Bid Security**

Each Bid must be accompanied by Bid Security in the form of cash, certified check of the bidder, or a Bid Bond prepared on the Bid Bond Form attached hereto, duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Owner (those named on the current list of “Surety Companies Acceptable on Federal Bonds” as published by the Audit Staff Bureau of Accounts, U.S. Treasury Department will be acceptable to the Owner unless the Bidder receives written notification to the contrary from the Owner at least 5 days prior to the date for the opening of Bids.) Attorneys-in-Fact who sign Bid Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

The Bid Security shall be in the amount of 5% of the Bid. The Bid Security of the accepted Bidder will be retained until he has executed the Agreement and has furnished the required Contract Security. If the accepted Bidder fails to execute and deliver the agreement and furnish the required Contract Security within 10 days of the issuance of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.

The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earliest of the fifth day after the executed Agreement is delivered by Owner to Contractor and the required Contract Security is furnished or the expiration of the time specified for the Bids to Remain Open. After such date, any Bid Security will be returned upon demand of the Bidder. Bid Security of other Bidders will be returned within 5 days of the Bid opening.

Bid Security in the form of a Bid Bond will not normally be returned to Bidder unless specifically requested by Bidder. Cash or certified check will be returned according to the above-stated procedures.

**6. Issuance of Bidding Documents**

The town will issue contract documents and plans in a PDF format at no cost to the contractors. It will be the contractor’s responsibility to complete any printing as they deem necessary. See Notice to Bidders for more information.

When two or more contractors wish to bid together in a joint venture, each contractor will be required to make a written request for such a bid to the Town of Thompson’s Station. This request shall be signed by an authorized signatory of each firm.

Requests for joint venture bids may be made in person or by telephone. However, the bid for said joint venture will not be issued until the request in writing, as set forth above, is received by

the Town of Thompson's Station. The Town reserves the right to reject joint ventures at their discretion.

**7. Rejection of Bids**

Bids will be rejected as irregular if, prior to the formal opening of the bid, all of the following documents have not been signed: (1) the bidder shall sign by written signature the Bid form, (2) the bidder shall sign by written signature the Bid Certification form, (3) the bidder shall sign by written signature the Bid Bond form or the Bid Security, whichever is applicable, (4) the Agent or Attorney-in-Fact representing a Surety Company shall sign by written signature the Bid Bond, if applicable. In addition, Bid Proposals will be rejected if any of the above signatures are a reproduced copy, such as, but not limited to a photostatic copy or a facsimile transmission. An original, dated and valid Power of Attorney for the Attorney-in-Fact must accompany the Bid Proposal and the Contract. The accompanying Power of Attorney must be dated, and the date must be the exact same date as the date on the Bid Bond. The Bid Proposal and the Bid Bond, including the attached Power of Attorney, shall be valid and binding for 60 days subsequent to the date of opening bids.

Bid Proposals shall be completed on the forms as issued. Proposals will be rejected as being irregular if they (1) are not prepared on the prescribed forms; (2) show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind; (3) or if they fail to contain a unit price for each item listed. Bid Proposals shall be completed on the forms as issued. Proposals containing forms not issued by the Town of Thompson's Station may be subject to rejection.

Reasonable grounds for believing that there has been collusion among the Bidders will be cause for rejection of all proposals in which the Bidders involved are interested.

**8. Contract Time**

The number of days for the completion of Work (Contract Time) is set forth in the Bid Form and will be included in the executed Agreement. Bidder must agree to start work on or before a date to be specified in a written Notice to Proceed by the Owner and to fully complete the Work within the stated Contract Time. Bidder must agree also to pay as liquidated damages the sum specified in the Bid Form and to be included in the executed agreement for each day beyond the specified Contract Time that the Work remains incomplete. Any provisions for liquidated damages are set forth in the Contract Documents.

**9. Subcontractors**

The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a Subcontract under the Agreement must be acceptable to the Owner. No part of the Agreement may be subcontracted without the prior written approval of the Owner.

If the Supplementary Conditions require the identity of certain Subcontractors and/or other persons and/or organizations to be submitted to Owner in advance of the Notice of Award, the apparent low Bidder and any other Bidder so requested will, within 7 days after the day of the Bid opening, submit to Owner a list of all Subcontractors and/or other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for

those portions of the Work as to which such identification is so required. Said list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person, and/or organization if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, person, or organization, he may, before giving the Notice of Award, request the apparent low Bidder to submit an acceptable substitute without an increase in his Bid price. If the apparent low Bidder declines to make any such substitution, he will not thereby sacrifice his Bid Security. Any Subcontractor, other person, or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer. Contractor shall not be required to employ any Subcontractor, other person, or organization against whom he has reasonable objection.

**10. Bid Form**

The Bid Form is included in the Contract Documents; additional copies may be obtained from the Engineer. Bidders will be charged the reproduction cost of such additional copies.

Each Bid must be submitted on the prescribed Bid Form with all blank spaces for bid prices completed in ink or typewritten. Both unit prices and total prices shall be entered on the Bid Form and in case of discrepancies, the unit prices shall take precedence. Where space is provided in the Bid Form for entry of a price in words, such entry shall be made; and in case of discrepancy between words and numerals, words will take precedence.

Bid Form must not be detached from this Proposal Contract. Bid Form shall not be altered in any way by the Bidder. Such shall constitute an irregular Bid and could result in rejection of the Bid by the Owner.

Bid shall be submitted on a lump sum or unit price basis as shown on the Bid Form. Unless otherwise stated on the Bid Form or in the Invitation to Bid, the Bid requested shall include furnishing all labor, tools, equipment, and materials necessary to complete the Work as described in the Contract Documents.

If the Bid Form is a unit price format, the quantities included represent the Engineer's best estimate of the quantities necessary to complete the Work but are subject to change. Any change, whether an addition to or a deduction from the original estimated quantities as shown on the Bid Form, will be paid for at the unit price bid with appropriate additions to or deductions from the total amount paid for that Bid Item. All work, which will be paid for separately, is included as a unit price or lump sum pay item. All work necessary for satisfactory completion of the Work, as described in the Contract Documents, must be completed by the Contractor, whether included as a separate pay item or not.

The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign.) The corporate address

and state of incorporation shall be shown below the signature. The corporate seal should be affixed and attested by the secretary or an assistant secretary.

Bids by partnerships must be executed in the partnership name and signed by a partner. The partner's title must appear under the signature, and the official address of the partnership must be shown below the signature.

All names must be typed or lettered (printed) below the signature.

The Owner may consider informal any Bid not prepared and submitted in accordance with the provisions stated in these Instructions to Bidders and may waive any informalities or reject any or all Bids because of such informalities.

Bids lacking required documents or not submitted in accordance with Tennessee State Bidding Laws will be rejected and may subject bidder to a ban from submittal on future Town of Thompson's Station projects.

**11. Submission of Bids**

Bids shall be submitted at the time and place indicated in the Invitation to Bid. Any Bid received after the date and time specified for the opening of Bids will not be considered.

The Bid Form must remain attached to and be submitted with the Proposal Contract. Each Bid must be submitted in a sealed opaque envelope. The envelope shall bear on the outside the following information: (1) Bidder's name and address, (2) Bidder's current valid Contractor's license number for the state in which the Project is located, (3) the expiration date of such license, (4) the classification of such license applicable to the work, and (5) the name of the Project for which the Bid is submitted, including the Contract Number, if applicable. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed as specified in the Bid Form and clearly marked to show that the envelope contains a Bid for the named Project.

The Bid Security and other required submittals shall be firmly attached to the Proposal Contract, preferably on the inside of the back cover.

The Contractor shall comply with all provisions of TCA § 50-9-113 as it relates to Drug-Free Workplace requirements. The Drug-Free Affidavit must be completed and included at the time the Bid is submitted.

**12. Modification and Withdrawal of Bids**

Any Bid may be modified or withdrawn prior to the scheduled time for the opening of Bids or authorized postponement thereof. Such modification or withdrawal shall be accomplished by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

Any Bid may be modified or withdrawn by telegraphic communication, provided that such telegraphic communication is received prior to the scheduled time for opening Bids and provided

further that the Owner is satisfied that a written confirmation of said telegraphic communication over the signature of the Bidder was mailed prior to the opening of the Bids. The telegraphic communication should not reveal the Bid price but should provide the addition, subtraction, or other modification so that the final prices or terms will not be known by the Owner until the sealed Bid is opened. If written confirmation is not received within 3 days from the opening of Bids, no consideration will be given to the telegraphic communication.

**13. Opening of Bids**

Bids will be opened at the place, time, on the date, and in the manner indicated in the Invitation to Bid, or as modified by any Addendum.

**14. Bids to Remain Open**

All Bids shall remain open for 60 days after the day of the Bid opening. The Owner may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

**15. Award of Contract**

Owner reserves the right to reject any and all Bids and waive any and all informalities, and the right to disregard all nonconforming or conditional Bids or counter proposals.

In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternatives and unit prices, if requested in the Bid Forms. He may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as specified in the Supplementary Conditions or Specifications. He may conduct such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

If a contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

If the contract is to be awarded, Owner will give the apparent successful Bidder a Notice of Award within the time specified for Bids to remain open.

The apparent successful Bidder must execute and deliver to the Owner the Agreement and required Contract Security within 10 days of the issuance of the Notice of Award.

Simultaneous with the delivery of the executed counterparts of the Agreement to Owner, Contractor shall deliver the required Contract Security. Surety bond or bonds shall be prepared on the Bond Form(s) included in this Proposal Contract (unless other forms are acceptable to the Owner) and in accordance with provisions of the General Conditions and Supplementary Conditions.

Attorneys-in-Fact who sign contract bonds must file with each bond certified an effectively dated copy of their power of attorney.

**16. Insurance**

Insurance requirements shall be as indicated in the General Conditions and Supplementary Conditions.

**17. Laws and Regulations**

The Bidder's attention is directed to the fact that all applicable federal, state, and local laws, as well as rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the work, and they will be deemed to be included in the Contract Documents just as though they were written out in full in said Contract Documents.

**18. Special Notice**

Bidder's attention is directed to certain special requirements of the work.

1. Insurance and Bonding requirements as discussed in the General Conditions and Supplementary Conditions.

**END OF INSTRUCTION TO BIDDERS**

**BID FORM**

**CONTRACT NO.** \_\_\_\_\_

**PROJECT DESIGNATION** (to appear on sealed envelope containing the bid):

**CRITZ LANE IMPROVEMENTS PROJECT**

**OWNER** (address bid submittal as follows):

Town of Thompson’s Station  
1550 Thompson’s Station Road West  
Thompson’s Station, TN 37179

**PROPOSAL OF** \_\_\_\_\_ ,

(hereinafter called the "**Bidder**"), organized and existing under

the laws of the State of \_\_\_\_\_ ,

and doing business as \_\_\_\_\_ \*

\* (insert "A corporation", "a partnership", or "an individual" as applicable).

Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of:

**CRITZ LANE IMPROVEMENTS PROJECT**

having examined the Drawings, Specifications, other Contract Documents, the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed Project including the availability of materials and labor, hereby proposes to furnish all labor, materials, equipment and supplies and to construct the Project in accordance with the Contract Documents, within the limits established therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents.

The Bidder hereby agrees to commence work on **Critz Lane Improvements** on or before a date to be specified in a written "Notice to Proceed" issued by the Owner and to fully complete the Project **on or before December 31, 2021** thereafter as stipulated in the General Conditions. Bidder further agrees to pay as liquidated damages the sum of **\$1,000.00** per day for each consecutive calendar day thereafter as provided in Article 19 of the General Conditions.

Bidder acknowledges receipt of the following Addenda:

Addendum No. _____	Dated _____

The Bidder hereby agrees to furnish all labor, materials, and equipment for the construction of **CRITZ LANE Improvements Project, Contract No. \_\_\_\_\_**, as required for a complete operating installation as described in the Contract Documents for the Total Contract Price of:

\_\_\_\_\_ Dollars

(in writing)

and \_\_\_\_\_ cents.

Contract No. \_\_\_\_\_ **TOTAL CONTRACT PRICE: \$** \_\_\_\_\_  
(in figures)

The Bidder proposed the following Unit Prices and agrees to their use as the basis of adding to or deducting from the Total Contract Price, per Article 17; Changes in Work; of the General Conditions:

**BID FORM - ROADWAY**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1		
201-01	CLEARING AND GRUBBING	LS	1		
202-02.21	REMOVAL OF PIPE (24" RCP UNDER PADDOCK PARK DRIVE)	L.F.	72		
202-02.22	REMOVAL OF PIPE (18" CMP AT PVT. DR. ON CLAYTON ARNOLD)	L.F.	25		
202-02.23	REMOVAL OF PIPE (36" CMP UNDER CRITZ LANE)	L.F.	46		
202-02.24	REMOVAL OF PIPE (18" CMP AT PVT. DR. ON CLAYTON ARNOLD)	L.F.	23		
202-02.25	REMOVAL OF PIPE (15" CMP UNDER CLAYTON ARNOLD)	L.F.	62		
202-02.26	REMOVAL OF PIPE (12" RCP AT GRAVEL DR. ON CRITZ LANE)	L.F.	20		
202-02.27	REMOVAL OF PIPE (18" CMP AT PVT. DR.. ON CRITZ LANE)	L.F.	30		
202-03.01	REMOVAL OF ASPHALT PAVEMENT	S.Y.	8000		
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	26000		
203-04	PLACING AND SPREADING TOPSOIL	C.Y.	2800		
209-05	SEDIMENT REMOVAL	C.Y.	280		
14,15 209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	1226		
14,15 209-08.07	ROCK CHECK DAM PER	EACH	112		
14,15 209-08.08	ENHANCED ROCK CHECK DAM	EACH	7		
14,15 209-09.43	CURB INLET PROTECTION (TYPE 4)	EACH	6		
14,15 209-40.30	CATCH BASIN PROTECTION (TYPE A)	EACH	1		
4 303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	8080		
1 303-10.01	MINERAL AGGREGATE (SIZE 57)	TON	67		
307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	1302		
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	19		
402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	72		
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	4		
3 411-01.10	ACS MIX (PG64-22) GRADING D	TON	950		
7 604-01.01	CLASS A CONCRETE (ROADWAY)	C.Y.	33		
607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	324		
607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	L.F.	112		
607-07.02	36" CONCRETE PIPE CULVERT (CLASS III)	L.F.	76		
611-07.01	CLASS A CONCRETE (PIPE ENDWALLS)	C.Y.	1		
611-07.02	STEEL BAR REINFORCEMENT (PIPE ENDWALLS)	LB.	45		
611-07.31	18IN ENDWALL (SIDE DRAIN)	EACH	4		
611-07.54	18IN ENDWALL (CROSS DRAIN) 3:1	EACH	5		
611-07.57	24IN ENDWALL (CROSS DRAIN) 3:1	EACH	2		
611-07.63	36IN ENDWALL (CROSS DRAIN) 3:1	EACH	2		
611-14.02	CATCH BASINS, TYPE 14, > 4' - 8' DEPTH	EACH	6		
611-42.01	CATCH BASINS, TYPE 42, 0' - 4' DEPTH	EACH	1		
2 701-01.01	CONCRETE SIDEWALK (4")	S.F.	2125		
6 701-02.03	CONCRETE CURB RAMP	S.F.	875		
701-03	CONCRETE MEDIAN PAVEMENT	C.Y.	7		
702-01	CONCRETE CURB	C.Y.	22		
702-03	CONCRETE COMBINED CURB AND GUTTER	C.Y.	108		
7 707-08.11	HIGH-VISIBILITY CONSTRUCTION FENCE	L.F.	170		
1 709-05.06	MACHINED RIP-RAP (CLASS A-1)	TON	14		
16 709-05.08	MACHINED RIP-RAP (CLASS B)	TON	6		
712-01	TRAFFIC CONTROL	L.S.	1		
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	50		
712-06	SIGNS (CONSTRUCTION)	S.F.	230		
712-07.03	TEMPORARY BARRICADES (TYPE III)	L.F.	168		
713-11.02	PERFORATED/KNOCKOUT SQUARE TUBE POST	LB.	550		
9 713-11.21	P POST SLIP BASE	EACH	4		
713-13.02	FLAT SHEET ALUMINUM SIGNS (0.080" THICK)	S.F.	225		
13 713-15	REMOVAL OF SIGNS, POSTS AND FOOTINGS	LS	1		
11 716-02.04	PLASTIC PAVEMENT MARKING(CHANNELIZATION STRIPING)	S.Y.	25		
11 716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	36		
11 716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	6		
11 716-02.08	PLASTIC PAVEMENT MARKING (8" DOTTED LINE)	L.F.	520		
11 716-02.09	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK)	L.F.	121		
11 716-02.12	PLASTIC PAVEMENT MARKING (8IN LINE)	L.M.	0.08		
11 716-04.12	PLASTIC PAVEMENT MARKING (YIELD LINE)	S.F.	54		
12 716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	L.M.	2		
716-10.30	TRUNCATED DOME DETECTABLE WARNING MAT	S.F.	160		
716-13.02	SPRAY THERMO PVMT MRKNG (60 mil) (6IN LINE)	L.M.	3		
717-01	MOBILIZATION	L.S.	1		

1	740-10.03	GEOTEXTILE (TYPE III)(EROSION CONTROL)	S.Y.	200		
	801-02	SEEDING (WITHOUT MULCH)	UNIT	140		
10	801-03	WATER (SEEDING & SODDING)	M.G.	14		
17	803-01	SODDING (NEW SOD)	S.Y.	220		
	805-12.01	EROSION CONTROL BLANKET (TYPE I)	S.Y.	15350		

**FOOTNOTES**

- 1 FOR USE OF CULVERT PROTECTION TYPE 1 PER TDOT DRAINAGE MANUAL TABLE 10SC-3
- 2 COST OF ITEM INCLUDES 4 INCHES OF MINERAL AGGREGATE BASE MATERIAL NEEDED AS SUBGRADE MATERIAL FOR SIDEWALK CONSTRUCTION WILL
- 3 34 TONS FOR PRIVATE DRIVES
- 4 240 TONS FOR PRIVATE DRIVES
- 5 CONTRACTOR TO SUBMIT SAMPLES TO TOWN OF THOMPSON'S STATION
- 6 PAYMENT SHALL INCLUDE ALL MATERIALS, EQUIPMENT AND LABOR NECESSARY FOR CONSTRUCTION OF THE CURB RAMPS, INCLUDING INSTALLATION OF DETECTABLE WARNING SURFACES
- 7 PAYMENT SHALL INCLUDE ALL COSTS FOR CONSTRUCTING A TRUCK APRON INCLUDING MORTARED BRICK OR CONCRETE PAVERS, MORTAR SETTING BED AND CONCRETE BASE. CONTRACTOR TO CONFIRM MATERIAL WITH TOWN OF THOMPSON'S STATION PRIOR TO INSTALLATION
- 8 PAY ITEM TO BE USED FOR TEMPORARY TREE PROTECTION
- 9 ITEM TO BE USED ON DIRECTIONAL ROAD NAME SIGNS IN ROUNDABOUT SPLITTER ISLANDS
- 10 ITEM TO BE USED FOR EROSION PREVENTION AND SEDIMENT CONTROL
- 11 CONTRACTOR MAY ELECT TO SUBSTITUTE PREFORMED PLASTIC FOR THERMOPLASTIC. PREFORMED PLASTIC SHALL BE PAID FOR AT THE SAME UNIT PRICE AS BID FOR THERMOPLASTIC.
- 12 ITEM TO BE USED FOR TEMPORARY TRAFFIC CONTROL WHERE NECESSARY
- 13 ITEM TO BE USED FOR REMOVAL OF EXISTING SIGNS ALONG CRITZ LANE
- 14 SEE SUBSECTION 209.07 OF THE STANDARD SPECIFICATIONS FOR MAINTENANCE REPLACEMENT
- 15 ALL QUANTITIES TO BE USED AS DIRECTED BY THE ENGINEER
- 16 ITEM TO BE USED FOR CULVERT OUTLET PROTECTION
- 17 ITEM TO BE USED FOR GRASS STRIP AREA IN ROUNDABOUT

<b>TOTAL BID</b>
<p><b>TOTAL BID</b> _____</p> <p>Total Bid (in words):</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Estimated Schedule Length (in Days)</p> <p>_____</p>

Where the Bid Form requests prices in both words and figures, both blanks are to be completed; and in case of a discrepancy, words shall govern.

The above prices include all costs of labor, materials, supplies, equipment, overhead and profit and other items required to complete the work as required by the Contract Documents.

The Bidder understands that the Owner reserves the right to reject any and all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **sixty (60) calendar days** after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall execute the formal Agreement within fifteen (15) days and deliver a Performance and Payment Bond(s) as required by the Contract Documents.

The Bid Security in the amount of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

is to become the property of the Owner in the event the Agreement and Performance and Payment Bond(s) are not executed within the time set forth above, such payment is to be considered as liquidated damages for the delay and expense to the Owner caused thereby.

Respectfully Submitted:

\_\_\_\_\_  
(Firm Name)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Lettered Name)

SEAL  
(if Bid is by a Corporation)

\_\_\_\_\_  
(Title of Individual Signing Bid)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Business Address)

**END OF BID FORM**

**BID BOND FORM**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,  
\_\_\_\_\_ as Principal,  
and \_\_\_\_\_ as Surety, are hereby held and  
firmly bound unto \_\_\_\_\_ as Owner in the penal sum of  
\_\_\_\_\_ for The payment of which, well  
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors and assigns. Signed this \_\_\_\_\_ day of  
\_\_\_\_\_, 20 \_\_\_\_\_. The condition of the above obligation is  
such that whereas the Principal has submitted to \_\_\_\_\_  
a certain BID attached hereto and hereby made a part hereof to enter into a contract in  
writing, for the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE,

- (a) If said BID shall be rejected, or in the alternate,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID.

then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agree that the liability of the Surety and for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its BOND shall be in no way impaired or affected by an extension of the time within which the Owner may accept such BID; and said Surety does hereby waive notice of such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seals to be hereto

affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Principal (L.S.)

\_\_\_\_\_  
Surety

BY \_\_\_\_\_

IMPORTANT - Surety Companies executing BONDS must appear on the Treasury Department's most current List (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

NOTE TO BIDDER: Bid Bond must be furnished utilizing this form unless the Owner approves an alternate form in writing. Such alternate form must be submitted to the Engineer for review no later than ten (10) days prior to the bid opening.

**END OF BID BOND FORM**

**PERFORMANCE-PAYMENT BOND FORM**

**KNOW ALL MEN BY THESE PRESENTS:**

that \_\_\_\_\_  
(Name of Contractor)

a \_\_\_\_\_ hereinafter called **Principal**,  
(corporation, partnership or individual)

and \_\_\_\_\_ hereinafter  
(Name of Surety)

called **Surety**, are held and firmly bound unto the Town of Thompson’s Station, Tennessee, 1550 Thompson’s Station Road W, Thompson’s Station, TN 37179, hereinafter called **Owner**, in the total aggregate penal sum of:

---

**PLEASE TYPE THE DOLLAR AMOUNT HERE**

in lawful money of the United States, for payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, copy of which is hereto attached and made a part hereof for the construction of:

**Critz Lane Improvements Project**

**NOW THEREFORE**, if the Principal shall will, truly and faithfully perform its duties, all of the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors, an corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification hereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then these obligations shall be void; otherwise to remain in full force and effect.

**PROVIDED, FURTHER,** that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or addition to the terms of the Contract or to the work to the Specifications.

**PROVIDED, FURTHER,** that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**IN WITNESS WHEREOF,** this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ATTEST:**

_____		_____
Principal Secretary		Principal
	BY:	_____
		(Signature)
(SEAL)		_____
		(Type or Print)
_____		_____
Witness as to Principal		(Address)
_____		
(Type or Print)		
_____		
(Address)		

**ATTEST:**

_____	_____
	Surety

\_\_\_\_\_  
Witness to Surety

BY: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Type or Print)

\_\_\_\_\_  
(Type or Print)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

**NOTE:** Date of Bond must not be prior to date of Contract.  
If Contractor is a partnership, all partners should execute Bond.

**STATEMENT OF LICENSE CERTIFICATE**

**EACH CONTRACTOR AND/OR SUBCONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING:**

This is to certify that \_\_\_\_\_ have fully complied with all requirements of Chapter No. 6 of Title 62 of the Tennessee Codes Annotated. The Contractor's name, license number, expiration date of registration, and license classification appears on the envelope containing the bid, and I understand otherwise the bid will not be considered. Masonry, electrical, plumbing, heating, ventilation, and air conditioning subcontractor's name, license number, expiration date of registration, and license classification likewise appears on the envelope containing the bid, and I understand otherwise the bid will not be considered. I further understand that failure to follow Tennessee State Bidding Laws will result in my bid being rejected and may subject my future bids to be banned for at least one (1) year from the date of submittal of this bid.

\_\_\_\_\_  
Were issued Certificate No. \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_ by  
the State Board of Licensing General Contractors.

Signed: \_\_\_\_\_

**DRUG FREE WORKPLACE AFFIDAVIT**

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

DRUG FREE WORKPLACE AFFIDAVIT  
OF PRIME BIDDER

**NOW COMES AFFIANT**, who being duly sworn, deposes and says:

1. He/She is the principal officer for: \_\_\_\_\_  
(Name of Bidding Entity)  
\_\_\_\_\_  
(Address of Bidding Entity)  
\_\_\_\_\_  
\_\_\_\_\_

2. That the bidding entity has submitted a bid to the Town of Thompson’s Station  
on: \_\_\_\_\_  
(Insert Project Name)

3. That the bidding entity employs no less than five (5) employees.

4. That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with T.C. A. § 50-9-101-113.

5. That the affidavit is made on personal knowledge.

**Further Affiant says not.**

\_\_\_\_\_  
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
2018.

\_\_\_\_\_  
NOTARY PUBLIC

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

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

State of Tennessee )

County of Williamson )

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

(1) He is \_\_\_\_\_ of  
(owner, partner, officer, representative, or agent)

\_\_\_\_\_, the Bidder who has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all the pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid prices of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner or person interested in the Contract; and

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

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

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

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

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

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

## INDEMNIFICATION AGREEMENT

\_\_\_\_\_ agrees to indemnify and save the Government of Thompson's Station, the Town of Thompson's Station and individual, on or off duty, officers, and employees of the Town of Thompson's Station, harmless from any and all losses, damages and expenses, including court costs and attorney's fees, by reason of any loss, what-so-ever, arising out of or in consequence of the work done in connection with the contract of which this Agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the Town of Thompson's Station.

**AGREEMENT FORM**

**CRITZ LANE IMPROVEMENTS PROJECT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_,

BETWEEN the Owner: **THE TOWN OF THOMPSON'S STATION,  
TENNESSEE**

and the Contractor: \_\_\_\_\_

**WITNESSETH:** That and for in consideration of the payments and agreements hereinafter mentioned to be made and performed by the Owner, the Contractor hereby agrees with the Owner to perform all the Work required by the Contract Documents and described as follows:

The Project generally consists of the furnishing of all materials, equipment and labor for the construction of approximately 7175 linear feet of two-lane roadway and a roundabout at the intersection of Clayton Arnold Road and Critz Lane. Construction includes construction of turn lanes into Avenue Downs and Canterbury developments, pavement marking, signing and necessary drainage and stormwater appurtenances.

The Owner shall pay the Contractor for the performance of Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Price of: \$ \_\_\_\_\_

---

**TYPE THE DOLLAR AMOUNT HERE**

Payment shall be made in accordance with Article 25 of the General Conditions, "Payments to Contractor", and any modifications thereof in the Supplementary Conditions. Said Contract Price shall constitute full and complete payment for all superintendence, labor, insurance bonds and other accessories and services necessary to complete the Work in accordance with the Contract Documents.

Said Contract Documents have been prepared by the Engineering Department of the Town of Thompson's Station and consist of this Agreement, General and Supplementary Conditions, Instructions to Bidders, Contractor's Modifications, as well as Drawings, Specifications and Addenda as enumerated in Article 1 of the Supplementary Conditions, all of which form the Contract and are as fully a part of the Contract as if attached to this document or repeated herein.

The Bidder hereby agrees to commence work on **Critz Lane Improvements** on or before a date to be specified in a written "Notice to Proceed" issued by the Owner and to fully complete the Project **on or before December 31, 2021** thereafter as stipulated in the

General Conditions. Bidder further agrees to pay as liquidated damages the sum of \$1,000.00 per day for each consecutive calendar day thereafter as provided in Article 19 of the General Conditions.

**IN WITNESS WHEREOF**, the parties to these presents have executed this Agreement in five (5) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

**OWNER**

**TOWN OF THOMPSON’S STATION, TN**

1550 Thompson’s Station Road West

Thompson’s Station, TN 37179

\_\_\_\_\_  
Mr. Corey Napier  
Mayor

\_\_\_\_\_  
Witness

**CONTRACTOR**

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

\_\_\_\_\_  
CONTRACTOR (Authorized Signature)

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC

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

**IMPORTANT NOTE:** If the Contractor is a corporation, the legal name of the corporation shall be set forth above together with a signature of the officer or officers authorized to sign Contract on behalf of the corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above together with the signatures of all the partners; and if Contractor is an individual, his signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

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## GENERAL CONDITIONS

### 1. CONTRACT AND CONTRACT DOCUMENTS

The Drawings, Specifications and Addenda, hereinafter enumerated in Paragraph I of the Supplementary conditions shall form part of this Contract and the provisions thereof shall be

as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents is solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

### 2. DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural

Thereof:

- a. **Agreement** - The written agreement between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement.
- b. **Application for Payment** - The form which is to be used by Contractor in requesting progress payments and which is to include a schedule of values consisting of the unit prices as bid, or approved subdivision thereof, which when multiplied by the bid quantities will aggregate the Contract amount. The progress payment form shall also include or be accompanied by an affidavit of Contractor that progress payments theretofore received on account of the Work have been applied by Contractor to discharge in full all of Contractor's obligations reflected in prior Applications for Payment.
- c. **Bid** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- d. **Bidder** - Any person, firm or corporation submitting a Bid for the Work.
- e. **Bonds** - Bid, performance and payment bonds and other instruments of security, furnished by Contractor and his surety in accordance with the Contract Documents.
- f. **Change Order** - A written order to Contractor signed by owner authorizing an addition, deletion or revision in the Work, or an adjustment in the

Contract Price or the Contract Time issued after execution of the Agreement.

- g. **Contract Documents** - The Agreement, Addenda (whether issued prior to the opening of Bids or the Execution of the Agreement), instructions to Bidders, Contractor's Bid, the Bonds, the Notice of Award, these General Conditions, the Supplementary Conditions, the specifications, Drawings and Modifications.
- h. **Contract Price** - The total monies payable to Contractor under the Contract Documents.
- i. **Contract Time** - The number of days stated in the Agreement for the completion of the Work, computed as provided in Article 19.
- j. **Contractor** - The person, firm or corporation with whom owner has executed the Agreement.
- k. **Day** - A calendar day of twenty-four hours measured from midnight to the next midnight.
- l. **Drawings** - The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by Engineer and are referred to in the Contract Documents.
- m. **Engineer** - The engineer, architect, construction administrator or other authorized owner's representative of the Town of Thompson's Station.
- n. **Field Order** - A written order issued by Engineer which clarifies or interprets the Contract Documents or orders minor changes in the Work.
- o. **Modification** - (1) a written amendment of the Contract Documents signed by both parties; (2) a Change Order; (3) a written clarification or interpretation issued by Engineer; or (4) a written order for a minor change or alteration in the Work issued by Engineer. A Modification may only be issued after execution of the Agreement.
- p. **Notice of Award** - The written notice by Owner to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, Owner will execute and deliver the Agreement to him.
- q. **Notice to Proceed** - A written notice given by owner to Contractor (a copy to Engineer) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform his obligations under the Contract Documents.

- r. **Owner** - A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.
- s. **Project** - The entire construction to be performed as provided in the Contract Documents.
- t. **Proposal Contract** - A bound volume which contains documents concerning bidding and contractual requirements as well as the Specifications. Material included falls into two general categories: those describing the requirements for bidding and those that become part of the Contract Documents upon the signing of the Agreement.
- u. **Resident Project Representative** - The authorized representative of the Engineer who is assigned to the Project site or any part thereof.
- v. **Shop Drawings** - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by Contractor, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work.
- w. **Specifications** - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.
- x. **Subcontractor** - An individual, firm or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
- y. **Substantial Completion** - The date as certified by Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due.
- z. **Work** - Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Contract Documents.

3. **ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS**

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the Contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Engineer in accordance with said schedule; and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

4. **SHOP OR SETTING DRAWINGS**

The Contractor shall submit promptly to the Engineer three copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with two corrected copies. If requested by the Engineer the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Engineer, the Contractor will nevertheless be responsible for accuracy of such drawings and for their conformity to the Drawings and Specifications, unless he notifies the Engineer in writing of any deviations at the time he furnishes such drawings.

5. **MATERIALS. SERVICES AND FACILITIES**

It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all material, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services, and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time. Any work necessary to be performed after regular working hours, on Sundays or Legal Holidays shall be performed without additional expense to the Owner.

6. **CONTRACTOR'S TITLE TO MATERIALS**

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

7. **INSPECTION AND TESTING OF MATERIALS**

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner, but the Contractor will pay for all laboratory inspection service. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

8. **"OR EQUAL" CLAUSE**

Whenever a material or article required is specified or shown on the Drawings by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered equal and satisfactory providing the material or article so proposed is of equal substance and function in the Engineer's opinion. It shall not be purchased or installed without his written approval.

9. **PATENTS**

The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the owner, unless otherwise specifically stipulated in the Contract Documents.

License or Royalty Fees: License and/or Royalty Fees for the uses of process which is authorized by the owner of the project must be reasonable and paid to the holder of the patent, or his authorized licensee, direct by the Contractor.

If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner, of the Project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the Owner from any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

10. **SURVEYS, PERMITS AND REGULATIONS**

Unless otherwise expressly provided for in the specifications, the Owner will furnish to the Contractor all surveys necessary for the execution of the work. This does not include offset

staking for sewer lines or final surveys necessary for actual construction unless otherwise noted in the Supplementary Conditions.

The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of his Contract.

The Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageway, guard fences and other protective facilities.

11. **CONTRACTOR'S OBLIGATIONS**

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, within the time herein specified, in accordance with the Drawings and Specifications covered by this Contract and any and all supplemental drawings and specifications, and in accordance with the directions of the owner or his authorized representative as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required. He alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or other improper construction maintenance, or operation. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and Specifications, and shall do, carry on, and complete the entire work to the satisfaction of the owner.

12. **WEATHER CONDITIONS**

In the event of temporary suspension of work, or during inclement weather, or whenever the owner or his authorized representative shall direct, the Contractor will, and will cause his subcontractors to, protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the owner, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

13. **PROTECTION OF WORK AND PROPERTY - EMERGENCY**

The Contractor shall at all times safely guard the owner's property from injury or loss in connection with this Contract he shall at all times safely guard and protect his ---in work, and that of adjacent property for damage The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the Contract or by the Owner or his authorized representative. In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Owner or his authorized representative, in a

diligent manner. He shall notify the owner or his authorized representative immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the owner or his authorized representative for approval.

Where the contractor has not taken action but has notified the Owner or his authorized representative of emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Owner or his authorized representative.

The amount of reimbursement claimed by the Contractor an account of any emergency action shall be determined in the manner provided in Paragraph 17 of the General Conditions.

14. **INSPECTION**

The authorized representatives of the owner shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

15. **REPORTS, RECORDS AND DATA**

The Contractor shall submit to the owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the owner may request concerning work performed or to be performed under this Contract.

16. **SUPERINTENDENCE BY CONTRACTOR**

At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the owner or his authorized representative and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

17. **CHANGES IN WORK**

No changes in the work covered by the approved documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered-by the approved change shall be determined by one or more, or a combination of the following methods.

- a. Unit bid prices previously approved.
- b. An agreed lump sum.
- c. The actual cost of:
  1. Labor, including foreman;
  2. Materials entering permanently into the work;

3. The ownership or rental cost of construction plant and equipment during the time of use and the extra work;
4. Power and consumable supplies for the operation of power equipment;
5. Insurance;
6. Social Security and old age and-unemployment contributions.

To the cost under 17(c) there shall be added a fixed fee to be agreed upon but not to exceed 15% of the estimated cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond profit -and any other general expenses.

18. **EXTRAS**

Without invalidating the Contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner or his authorized representative, acting officially for the owner, and the price is stated in such order.

19. **TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

It is hereby understood and mutually agreed, by and-between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the "Notice to Proceed".

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for breach of Contract, as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual

damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the owner would sustain, and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract.

Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- a. To any preference, priority or allocation order duly issued by the government;
- b. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight, Embargoes, and unusually severe weather; and
- c. To any delays of subcontractors or suppliers occasioned by any of the causes specific in subsections a. and b. of this article.

Provided, further, that the Contractor shall within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the owner in writing of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

## 20. CORRECTION OF WORK

All work, all materials, whether incorporated in the Work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the owner or his authorized representative who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. if, in the opinion of the owner or his authorized representative, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Owner or his authorized representative shall be equitable.

21. **SUBSURFACE CONDITIONS FOUND DIFFERENT**

Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on- the Drawings or indicated in the Specifications, he shall immediately give notice to the Owner or his authorized representative of such conditions before they are disturbed. The owner or his authorized representative will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Drawings, or indicated in the Specifications, he will at once make such changes in the Drawings and/or Specifications as he may find necessary, any increase or decrease of the cost resulting from such changes to be adjusted in the manner provided in Paragraph 17 of the General Conditions.

Where information is given in the Contract Documents on the existence, location, type of subsurface soil or rock formations, utility lines, structures and other items, such information is provided for the Contractor's convenience only and neither the owner nor his authorized representative guarantee the accuracy of any such information.

22. **CLAIMS FOR EXTRA COST**

No claims f or extra work or cost shall be allowed unless the same was done in pursuance of a written order of the owner's authorized representative and approved by the owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17(c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the owner, give the Owner access to accounts relating thereto.

23. **OWNER'S RIGHT TO TERMINATE CONTRACT**

If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed to take over his affairs, or if he should fail to prosecute his work with due diligence and carry the work forward in accordance with his work schedule and the time-limits set forth in the Contract Documents, or if he should fail to substantially perform one or more of the provisions of the Contract

Documents to be performed by him, the Owner may serve written notice on the Contractor and the surety on his performance bond, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Owner bases its right to exercise such remedy.

In any event, unless the matter complained of is satisfactory cleared within ten days after service of such notice, the owner may, without prejudice to any other right or remedy, exercise one of such remedies, at once, having first obtained a certificate from the Owner's authorized representative that sufficient cause exists to justify such action.

- a. The Owner may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor and his Surety, whereupon the Surety shall, have the right to take over and perform the Contract. If the Surety does not commence performance of the Contract within ten days after service of the Notice of Termination, the Owner may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of his service, the Contractor shall not be entitled to any further payment under his Contract until the work is completed and accepted. If the owner takes over the work and if the unpaid balance of the Contract price when the owner takes over the work exceeds the cost of completing the work, including compensation for any damages or expenses incurred by the Owner through the default of the Contractor, such excess shall be paid to the Contractor. In such event, if such cost, expenses, and damages shall exceed such unpaid balance of the Contract price, the Contractor and his Surety shall pay the difference to the Owner. Such cost, expenses, and damages shall be certified by the Owner or his authorized representative.
- b. The Owner may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the owner deems advisable. In such event the Owner shall be entitled to collect from the Contractor and his Surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred by it through the default of the Contractor, provided the owner's authorized representative approves the amount thus charged to the Contractor.
- c. The Owner may require the Surety on the Contractor's bond to take control of the work at once and see to it that all the deficiencies of the Contractor are made good with due diligence. As between the owner and the Surety, the cost of making good such deficiencies shall all be borne by the Surety. If the Surety takes over the -work, either upon termination of the services of the Contractor or upon instruction from the owner to do so, the provisions of the Contract Documents shall govern in respect to the work done by the Surety, the Surety being substituted for the Contractor as to such provisions, including provisions as to the right of the Owner to do the work itself or to take control of the work.

#### 24. **CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES**

Immediately after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the owner an estimated construction

progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the owner (a) a detailed estimate giving a complete breakdown of the Contract price; and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs allocated to any of these various schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract price.

## 25. **PAYMENTS TO CONTRACTOR**

Partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable, on estimates made by the owners' authorized representative and as approved by the owner, provided the Contractor is performing the overall job in a diligent manner. In making partial payments, there shall be retained 5 percent on the amount of each estimate until substantial completion of all work covered by this Contract, in order to insure proper performance of the Contract. Payments, as approved by the owner's authorized representative, shall be made to the Contractor by the Owner no later than the 15th day of each calendar month for work performed the preceding month provided the Contractor submits data so required by the Owner's authorized representative to the Owner's authorized representative by the 5th day of each calendar month.

The computation of quantities that will be the basis for estimates, both monthly and final, shall be made by the owner's authorized representative in accordance with methods defined in the Contract Documents.

In preparing estimate data to be submitted to the owner's authorized representative, Contractor may include for consideration material properly delivered and stored on site and any preparatory work. All material and work covered by partial payments made shall thereupon become the sale property of the owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the Contract.

Upon completion and acceptance of the work, the owner's authorized representative shall issue a certificate that the work has been completed and accepted by him under the conditions of this contract, and shall make and approve the final estimate of the work. The entire balance found to be due the Contractor, including retained percentages, but excepting such sums as may be lawfully retained by the owner, shall be paid to the Contractor. Such payment shall be conditioned, however, upon submission by the Contractor of evidence satisfactory to the Owner that all claims for labor, material and other outstanding indebtedness in connection with this Contract have been paid.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the owner's authorized representative so certifies, the owner shall upon the certificate of the Owner's authorized representative, and without terminating the Contract, make payment for the balance-due for that portion of the work fully completed and accepted.

The Owner's authorized representative may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the owner from loss on account of:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of Contractor to make payments promptly to subcontractors or for material or labor.
- d. Reasonable doubt that the Contract can be completed for the balance then unpaid.
- e. Damage to another Contractor.
- f. Failure of the Contractor to keep his work progressing in accordance with his time schedule.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

The Contractor agrees that he will indemnify and save the Owner harmless for all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary incurred in the furtherance of the performance of this Contract. The Contractor shall, at the Owner's request furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the owner shall be considered as a payment made under the Contract by the owner to the Contractor and the Owner shall not be liable to the Contractor for any such payment made in good faith.

26. **ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by the Contractor of final payment shall be and shall operate as a release to the owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from any obligations under this Contract or the Performance and Payment Bond.

27. **PAYMENTS BY CONTRACTOR**

The Contractor shall pay for (a) all transportation and utility services not later than the 20<sup>th</sup> day of the calendar month following that in which services are rendered; (b) all material, tools, and other expendable equipment to the extent of 90% of the cost thereof, not later than the 20<sup>th</sup> day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30<sup>th</sup> day following the completion of that part of the work in or on which such material, tools and equipment are incorporated or used; and (c) to each of his subcontractors, not later than the 5<sup>th</sup> day following each payment to the Contractor the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

28. **CONTRACTORS AND SUBCONTRACTORS INSURANCE**

The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the owner, nor shall the Contractor allow any subcontractor to commence work on this subcontract until the insurance required of the subcontractor has been so obtained and approved. Contractor and subcontractor shall keep such approved insurance in full force and effect until Project is accepted by Owner.

a. **COMPENSATION INSURANCE:** The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance as required by applicable state law for all of his employees to be engaged in work at the site of the project under this Contract, and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workman's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

b. **CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:** The Contractor shall procure and shall maintain during the life

of this Contract Contractor's Public Liability Insurance and Contractor's Property Damage Insurance in the amounts specified under Supplemental General Conditions.

- c. **SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:** The Contractor shall either (1) require each of his subcontractor's Public Liability and Property Damage Insurance of the type and in the amounts specified in subparagraph (b), hereof or (2) insure the activities of his subcontractors in his policy specified in subparagraph (b) hereof.
- d. **SCOPE OF INSURANCE AND SPECIAL HAZARDS:** The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operation be by the insured or by anyone directly or indirectly employed by him, and also against any of the special hazards which may be encountered in the performance of this contract as enumerated in the Supplemental General Conditions.
- e. **BUILDERS RISK INSURANCE:** The Contractor shall provide such insurance as will protect the Contractor and the Owner from loss or damage while the project is under construction and prior to the full acceptance thereof by the Owner. The policies shall be payable to the Contractor and the Owner as their interests may appear. This provision shall not release the Contractor of his obligations to complete, according to plans and Specifications, the project covered by the Contract, and his Surety shall be obligated to full performance of the Contractor's undertaking.
- f. **PROOF OF CARRIAGE OF INSURANCE:** The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificated shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after 10 days written notice has been received by the Owner".

## 29. CONTRACT SECURITY

The Contractor shall furnish a performance bond in an amount at least equal to 100% of the contract price as security for the faithful performance of this Contract and also a payment bond in an amount not less than that prescribed by state or local law, as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this contract The performance bond and the

payment bond may be in one or in separate instruments in accordance with local law. Before final acceptance each bond must be approved by the Owner. Evidence of authority of an attorney in fact acting for the corporate surety must be provided in the form of a certificate as to his power-of-attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bond.

30. **ADDITIONAL OR SUBSTITUTE BOND**

If, at any time, the owner for justifiable cause shall be or become dissatisfied with any Surety or Sureties for the Performance or Payment Bond, the Contractor shall within 5 days after notice from the owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to the owner.

31. **ASSIGNMENTS**

The Contractor shall not assign the whole or any part of this Contract or any monies due hereunder without written consent of the Owner. In case the Contractor, assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Contract.

32. **MUTUAL RESPONSIBILITY OF CONTRACTORS**

If, through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the owner against any such claim.

33. **SEPARATE CONTRACTS**

The Contractor shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the owner or his authorized representative immediately of lack of progress or defective workmanship of the

work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

34. **SUBCONTRACTING**

- a. The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- b. The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, shall contain such information as the owner may require.
- c. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

35. **ENGINEER'S AUTHORITY**

The Engineer being an authorized representative of the Owner shall determine the amount, quality, acceptability and fitness of the several kinds of work and material which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract or Specifications, the determination or decision of the Engineer shall be a condition precedent to the rights of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Engineer shall decide the meaning and intent of any portion of the Specifications and of any Drawings where the same may be found obscure or be in dispute. Any differenced or conflicts in regard to their work which may arise between the Contractor under this Contract and other Contractors performing work for the Owner shall be adjusted and determined by the Engineer.

The Contractor shall keep on the job a copy of the Drawings and Specifications and shall at all times give the Owner and Engineer access thereto. Anything mentioned in the Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Specifications shall be considered as covered in both. In case of differences between the Drawings and Specifications, the Specifications shall govern. The Contractor shall not

take advantage of any errors, discrepancies or omissions which may exist in the Drawing and Specifications but shall immediately call them to the attention of the Engineer whose interpretation or corrections thereof shall be conclusive.

36. **STATED ALLOWANCES**

Not applicable.

37. **USE OF PREMISES AND REMOVAL OF DEBRIS**

The Contractor expressly undertakes at his own expense:

- a. To take every precaution against injuries to persons or damage to property;
- b. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work of the work of any other contractor;
- c. To place upon the work of any part thereof only such loads as are consistent with the safety of that portion of the work;
- d. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the works shall present a neat, orderly and workmanlike appearance;
- e. Before final payment to remove all surplus material false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition; and
- f. To effect all cutting, fitting or patching of his work required to make the same to conform to the Drawings and Specifications and, except with the consent of the Owner or his authorized representation, not to cut or otherwise alter the work of any other Contractor.

38. **QUANTITIES OF ESTIMATE**

Wherever the estimated quantities of work to be done and material to be furnished under this Contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is expressly reserved except as herein otherwise specifically limited to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this Contract, and such increase or diminution shall in no way violate this Contract, nor shall any such increases or diminution have cause for claims or liability for damages.

39. **RIGHT-OF-WAY AND SUSPENSION OF WORK**

The Owner shall furnish all land and rights-of-way necessary for the carrying out of this Contract and the completion of the work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. It is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work or from authorizing its prosecution, either before or after commencement, by reason of any litigation, or by reason of its inability to procure and lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage be reason of said delay, or to withdraw from the Contract except by consent of the Owner. Time for completion of the work will be extended to such times as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

The provisions do not in any way take precedence over Paragraph 46, **CONTRACTOR'S RIGHT TO STOP WORK AND TERMINATE CONTRACT.**

40. **GENERAL GUARANTY**

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute and acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from which shall appear within a period of one year from the date of final acceptance of the project unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

41. **CONFLICTING CONDITIONS**

Any provision in any of the contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency. Provisions of the Supplementary Conditions take precedence over provisions of the General Conditions where there is a conflict.

42. **NOTICE AND SERVICE THEREOF**

Any notice to any Contractor from the Owner relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed when said notice is posted by certified or registered mail to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the project.

43. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

44. **UNDERGROUND OBSTRUCTIONS**

The Contractor shall anticipate all underground obstructions such as water lines, gas lines, sewer lines, utility lines, concrete and debris. No extra payment will be allowed for the removal, replacement, repair or possible increased cost caused by underground obstructions. Any such lines or obstructions indicated on the map show only the approximate locations and must be verified in the field by the contractor. The Owner and his authorized representative will endeavor to familiarize the Contractor with all known underground utilities and obstructions, but this will not relieve the Contractor from full responsibility in anticipating all underground obstructions.

45. **CORRECTION OF NUISANCE CONDITION**

If, upon 24 hours written notice to the Contractor, the Contractor fails to correct a situation causing an inconvenience, damage or nuisance to the general public, particular property owners or the owner, the owner may with certification of his authorized representative as to the existence of said inconvenience or nuisance, correct the situation by whatever means is at his disposal with cost of said correction being deducted from the payments to the Contractor under the approval of the Owner's authorized representative.

46. **CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT**

If the work shall be stopped under an order of any court or other public authority for a period of ninety (90) consecutive days through no act or fault of the Contractor or any one employed by him, then the Contractor may on seven consecutive days' written notice to the Owner and the owner's authorized representative stop work or terminate this Contract and recover from the owner payment for all work executed, any losses sustained on any plant or material, and a reasonable profit. If the owner's authorized representative shall fail to issue any certificate for payment within ten (10) days after it is due, or if the owner shall fail to pay the Contractor within fifteen (15) days after its maturity and presentation any sum certified by the Owner's authorized representative, then the Contractor may on seven days' prior written notice to the Owner and the Owner's authorized representative stop work and give written notice of intention to terminate this Contract. If the owner shall thereafter fail to pay the Contractor within seven days after receipt of such notice, then the Contractor may terminate the Contract and recover from the Owner payment for all work executed any losses sustained upon any plant or materials and a reasonable profit.

47. **WAIVER**

It is expressly understood and agreed that any waiver granted by the owner or his authorized representative of any term, provision or covenant of this contract shall not constitute a precedent or breach of the same or any other terms, provisions, or covenants of this Contract. Neither the acceptance of the work by the owner nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the Owner of any claim which the Owner may have against the Contractor or Surety under this Contract or otherwise.

## **SUPPLEMENTARY CONDITIONS**

### **1. ENUMERATION OF DRAWINGS, SPECIFICATIONS AND ADDENDA**

Following are the Drawings, Specifications and Addenda, which form a part of this Contract as set forth in Paragraph 1 of the General Conditions, "Contract and Contract Documents."

#### **CONSTRUCTION DRAWINGS**

Critz Lane Improvements Project  
For the Town of Thompson's Station  
Williamson County, Tennessee  
Dated July 10, 2020 by Ragan-Smith Associates, Inc.

#### **PERMITS:**

- General NPDES Permit (Pending)
- Storm Water Pollution Prevention Plan (SWPPP) (Pending)
- Tennessee Department of Environment and Conservation Aquatic Resource Alternation Permit (ARAP) and Section 401 Water Quality Permit (Pending)
- U.S. Army Corps of Engineers Section 404 (Pending)

#### **SPECIFICATIONS**

- General Specifications
- The proposed construction shall be performed in accordance with the most current version of the Standard Specifications for Road and Bridge Construction of the Tennessee Department of Transportation, and the Standard Roadway and Structures Drawings of the Department of Transportation which are incorporated herein by reference and made a part hereof.
- TDOT – 2015 Supplemental Specifications (incorporated by reference)

#### **SEASONAL LIMITATIONS**

#### **STATUS OF OTHER ITEMS**

**ADDENDA**

No.	_____	Date	_____
No.	_____	Date	_____
No.	_____	Date	_____
No.	_____	Date	_____
No.	_____	Date	_____
No.	_____	Date	_____

# **Insurance Requirements**

**for contractors doing business with the**

## **Town of Thompson's Station, Tennessee**

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### **I. GENERAL CONSIDERATIONS**

It is a requirement of the Town of Thompson's Station that any Contractor when working for the Town of Thompson's Station shall agree to defend the Town Government, its officers, board and commission members and employees against claims for damages arising out of or relating to the work of the Contractor, his subcontractors or their respective employees, servants and/or agents. The purpose of these requirements is to protect the Town of Thompson's Station's financial position. If there is a conflict between the wording of these Insurance Requirements and other forms, the wording of these Insurance Requirements will control. No insurance which may be provided by the Town of Thompson's Station shall be to the benefit of the Contractor.

To insure compliance with this policy, the Town of Thompson's Station requires each Contractor to carry adequate insurance coverage with a company or companies acceptable to said Town of Thompson's Station. The Town of Thompson's Station fully understands that no insurance policy of any company licensed to do business in the State of Tennessee is all encompassing in coverage or limit of liability.

### **II. INSURANCE REQUIREMENTS**

During performance and up to the date of final acceptance of the work, the Contractor must effect and maintain insurance hereafter checked as required. The first (primary) one million dollars (\$1,000,000) of Bodily Injury and Property Damage limits must be with a company or companies licensed to do business in Tennessee. The excess over one million dollars (\$1,000,000) may be with either a licensed or non-admitted company provided the non-admitted company is: (1) listed as approved to do business in Tennessee by the Tennessee Department of Insurance; (2) has a Best financial rating of A-X or better; and (3) is otherwise acceptable to the Administration of the Town of Thompson's Station.

All policies must be of the standard form of coverage as filed with and approved by the Commissioner of Insurance for the State of Tennessee or otherwise authorized. The contractor shall not commence work under the Contract unless and until he/she has obtained all insurance coverages required hereafter and such insurance has been approved by the Risk Manager of the Town of Thompson's Station.

If the box is checked beside the type of coverage, it will be required.

# **Insurance Requirements**

for contractors doing business with the  
**Town of Thompson's Station, Tennessee**

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## **A. GENERAL LIABILITY**

1.  **Comprehensive General Liability**

The contractor shall have and maintain during the life of the Contract adequate Bodily Injury Liability Insurance and Property Damage Liability Insurance to protect him from all claims for Bodily Injury and Property Damage arising from the Contractor's operations under the Contract, whether such operations are by Contractor or any subcontractors performing work covered by the Contract. The Bodily Injury Liability Insurance shall pay on behalf of the Insured all sums up to the limits provided by the policy which the Insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at anytime resulting therefrom, sustained by any person other than an employee of the Contractor. The Property Damage Liability Insurance shall pay on behalf of the Insured all sums up to the limits provided by the policy which the Insured shall become legally obligated to pay as damages because of injury to, or destruction of property, including the loss of use thereof.

If there is a check mark here, this policy shall cover liability for damage to property caused by blasting, explosion, collapse, or structural injury to any building or structure, or damage to any property below the surface of the ground (Explosion, Collapse and Underground Damage) as applicable.

2.  **Premises and Operations Liability**

The Contractor shall have and maintain during the life of the Contract such Premises and Operations Liability Insurance as shall protect him and the Town of Thompson's Station from liability resulting from the operations under the Contract by the Contractor.

3.  **Products and Completed Operations Liability**

The Contractor shall provide such Products and Completed Operations Insurance as shall protect him from liability arising out of or relating to the Contract and including those products involved in the work for which he is responsible.

4.  **Broad Form Contractual Liability**

The Contractor shall have and maintain during the life of the Contract such Contractual Liability Insurance as shall protect him from liability resulting from the execution of the Contract by the Contractor. If coverage is not provided on the blanket form basis, a copy of the policy or endorsement providing coverage for contractual liability assumed by the Contractor shall be included under Certificate of Insurance.

# **Insurance Requirements**

**for contractors doing business with the**

## **Town of Thompson's Station, Tennessee**

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**B.  *COMPREHENSIVE AUTOMOBILE LIABILITY (all owned, hired and non-owned)***

The Contractor shall have and maintain during the life of the Contract such Comprehensive Automobile Liability (all owned, hired and non-owned) Insurance as shall protect the Contractor for claims arising out of or relating to the ownership, operation, maintenance and use of land motor vehicles and trailers intended for use therewith.

**C.  *WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY***

The Contractor shall have and maintain during the life of the Contract Workers' Compensation Insurance conforming with the requirements of the laws of Tennessee and, if applicable, the Jones Act and the Longshoremen's and Harbor Workers' Compensation Act. In case any employee or employees are not covered by such laws of Tennessee, the Contractor shall provide Employer's Liability coverage for the protection of such employee or employees.

**D.  *BUILDER'S RISK INSURANCE***

The Contractor shall have and maintain during the life of the Contract such Property Insurance upon his entire work at the site to the full insurable value thereof. This insurance shall protect the Town of Thompson's Station, as its interest may appear in the work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for the physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief. All Risk insurance may contain the normal exclusions such as, but not limited to, flood, earthquake, mysterious disappearance, inherent vice, war and nuclear event. If the Town of Thompson's Station requires coverage for flood or earthquake, specific requirements concerning same are set out hereafter in these specifications. If not covered otherwise, the Contractor shall have and maintain during the life of the Contract similar Property Insurance on portions of the work stored off the site or in transit when such portions of the work are to be included in any payment.

**E.  *OWNERS PROTECTIVE LIABILITY***

"The Contractor shall purchase and maintain during the life of this contract a policy of insurance naming the Owner, the Engineer, their officers, agents and employees as Named Insureds. Said policy shall protect the interest of the Named Insureds."

**Insurance Requirements**  
for contractors doing business with the  
**Town of Thompson’s Station, Tennessee**

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F.  **OTHER INSURANCE**

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**III. ADDITIONAL INSURANCE REQUIREMENTS**

A. *The Certificate or Certificates of Insurance shall contain the following provision:*

“The coverage provided shall not be canceled, reduced in coverage, or allowed to lapse unless and until the Town of Thompson’s Station receives at least thirty (30) days advance written notice of same. Said written notice must be delivered to the Risk Manager, at his office shown as the address of the Certificate Holder below.”

B. *Each of said policies set out above for contracts in excess of \$250,000 may contain a deductible feature not in excess of \$25,000 per occurrence. If a deductible feature is provided in a policy or policies, the Contractor shall be liable for said amount of any claim or loss. Each of said policies set out above for contracts not in excess of \$250,000 shall not contain a deductible feature.*

C. *The word “contract” above means the CONTRACT AND AGREEMENT (C & A) for this PROJECT. The word “Contractor” is the successful BIDDER who is the CONTRACTOR for this PROJECT. The limit “Ea. Person” is the monetary limit applied to each person injured in a given occurrence. The limit “Ea. Occur.” is the limit of the total liability for claims, subject to the limit for “Ea. Person,” from one common cause. The word “Aggregate” is the limit of the total liability for all damage of the specified coverage for each annual term of the insurance policy.*

D. *The CONTRACTOR is required to have the CERTIFICATE OF INSURANCE set out hereafter properly executed by an insurance company or insurance companies authorized to do business in the State of Tennessee. No other Certificate of Insurance shall be used.*

**IV. MINIMUM LIMITS OF COVERAGE**

Coverage shall be at least to the following minimum limits. If the Contractor has or obtains primary and umbrella excess policies, there shall be no gap between them.

# Insurance Requirements

for contractors doing business with the  
**Town of Thompson's Station, Tennessee**

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**A. GENERAL LIABILITY**

**1. Comprehensive General Liability**

**a. For contracts in excess of \$250,000**

Bodily Injury	\$3,000,000	Ea. Occur.
	\$3,000,000	Aggregate
 Property Damage	 \$3,000,000	 Ea. Occur.
	\$3,000,000	Aggregate

(or)

Combined Single Limit	\$3,000,000	Per Occur.
-----------------------	-------------	------------

**b. For contracts not in excess of \$250,000**

Bodily Injury	\$1,000,000	Ea. Occur.
	\$1,000,000	Aggregate
 Property Damage	 \$1,000,000	 Ea. Occur.
	\$1,000,000	Aggregate

(or)

Combined Single Limit	\$1,000,000	Per Occur.
-----------------------	-------------	------------

**2. Premises and Operations Liability:** same limits as for Comprehensive General Liability as shown above.

**3. Products and Completed Operations Liability:** same limits as for Comprehensive General Liability as shown above.

**4. Broad Form Contractual Liability:** same limits as for Comprehensive General Liability as shown above.

# Insurance Requirements

for contractors doing business with the  
**Town of Thompson's Station, Tennessee**

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**B. *COMPREHENSIVE AUTOMOBILE LIABILITY*** (all owned, hired and non-owned):

**1. For contracts in excess of \$250,000**

Bodily Injury	\$3,000,000	Ea. Person
	\$3,000,000	Ea. Occur.
Property Damage	\$3,000,000	Ea. Occur.
	\$3,000,000	Aggregate
(or)		
Combined Single Limit	\$3,000,000	Per Occur.

**2. For contracts not in excess of \$250,000**

Bodily Injury	\$1,000,000	Ea. Person
	\$1,000,000	Ea. Occur.
Property Damage	\$1,000,000	Ea. Occur.
	\$1,000,000	Aggregate
(or)		
Combined Single Limit	\$1,000,000	Per Occur.

**C. *WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY***

**1. For contracts in excess of \$250,000**

- |  |                    |  |
|--|--------------------|--|
| <b>a. Workers' Compensation</b>  | <b>\$1,000,000</b> |  |
| (including compliance with the Jones Act and the Longshoremen's and Harbor Workers Act, as applicable) |                    |  |
- |                                |                    |            |
|--------------------------------|--------------------|------------|
| <b>b. Employer's Liability</b> | <b>\$1,000,000</b> | Ea. Occur. |
|--------------------------------|--------------------|------------|

**2. For contracts not in excess of \$250,000**

- |  |                         |  |
|--|-------------------------|--|
| <b>a. Workers' Compensation</b>  | <b>Statutory Amount</b> |  |
| (including compliance with the Jones Act and the Longshoremen's and Harbor Workers Act, as applicable) |                         |  |
- |                                |                  |            |
|--------------------------------|------------------|------------|
| <b>b. Employer's Liability</b> | <b>\$300,000</b> | Ea. Occur. |
|--------------------------------|------------------|------------|

**Insurance Requirements**  
for contractors doing business with the  
**Town of Thompson's Station, Tennessee**

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**D. *BUILDER'S RISK INSURANCE***

For all contracts, regardless of value:

Builder's Risk Insurance	Value of Structure
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**E. *OWNER'S AND CONTRACTOR'S PROTECTION***

**1. For contracts in excess of \$250,000**

Owner's Protective Liability	\$3,000,000
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**2. For contracts not in excess of \$250,000**

Owner's Protective Liability	\$1,000,000
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**F. *OTHER INSURANCE:*** *AS REQUIRED*

# Insurance Requirements

for contractors doing business with the  
**Town of Thompson's Station, Tennessee**

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**V. CERTIFICATION**

This is to further certify to the Town of Thompson's Station concerning the policies of insurance listed and the coverages provided thereby that:

- A. *The Contractual Liability Insurance coverage is on a Blanket Broad Form basis unless this box () is checked and such coverage is fully explained on an attached sheet which becomes a part of this Certificate.*
- B. *The company or companies, upon request, agree to deliver within fifteen (15) days a certificate copy of any and/or all of the policies of insurance to the Town of Thompson's Station.*
- C. *If one (1) or more Umbrella Excess policies are used, there is no gap between the limits of the primary policies and the deductible features of the Umbrella Excess policies.*
- D. *Coverage under the primary policies has no deductible features unless there is a check mark here (). If there are deductible features or the insured has adopted a funded self-insurance program, such arrangements are fully explained on an attached sheet which becomes a part of this Certificate.*
- E. *The coverage provided shall not be cancelled, reduced in coverage, or allowed to lapse unless and until the Town of Thompson's Station receives at least thirty (30) days advance written notice of same. Said written notice must be delivered to the Certificate Holder as listed below and, if one is listed below, to the Secondary Certificate Holder.*

CERTIFICATE HOLDER:

DATE ISSUED: \_\_\_\_\_

Town of Thompson's Station  
Town Clerk  
1550 Thompson's Station Road West  
Thompson's Station, TN 37179

\_\_\_\_\_  
(Agency or Company)

By \_\_\_\_\_  
(Authorized Representative)  
(Attach Power of Attorney)

SECONDARY CERTIFICATE HOLDER:

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

Town Department: \_\_\_\_\_

Purchasing Office  
Solicitation No.: \_\_\_\_\_

## SECTION II – GENERAL SPECIFICATIONS

N/A

## **SECTION III - PERMITS**

## **APPENDIX**

NOTICE OF AWARD

NOTICE TO PROCEED

APPLICATION FOR PAYMENT

REQUEST FOR CONSTRUCTION CHANGE

REQUEST FOR INFORMATION (RFI)

NOTICE OF WARRANTY PERIOD

**NOTICE OF AWARD**

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Town of Thompson's Station	Date	_____
Town Hall	Contract No.	_____
1550 Thompson's Station Road West	Project	<u>Critz Lane Improvements Project</u>
Thompson's Station, TN 37179		<u>Thompson's Station, Tennessee</u>

---

PROJECT: Critz Lane Improvements Project located in Thompson's Station Tennessee for the Town of Thompson's Station, Tennessee

The OWNER has considered the BID submitted by you for the above-described PROJECT in response to its ADVERTISEMENT TO BIDDERS dated \_\_\_\_\_ and NOTICE TO BIDDERS.

You are hereby notified that your BID has been accepted in the amount of \_\_\_\_\_

---

You are required by the INSTRUCTIONS TO BIDDERS to execute the CONSTRUCTION CONTRACT and furnish the required BONDS within ten calendar days from the date of this NOTICE OF AWARD to you.

If you fail to execute said Construction Contract and furnish the PAYMENT BOND and the PERFORMANCE BOND within ten days from the date of this NOTICE OF AWARD, the OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

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

Dated this \_\_\_ day of \_\_\_\_\_ 20\_\_.

Sincerely,

\_\_\_\_\_  
TOWN OF THOMPSON'S STATION TENNESSEE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NOTICE TO PROCEED**

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Town of Thompson's Station  
Town Hall  
1550 Thompson's Station Road West  
Thompson's Station, TN 37179

Date \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Project Critz Lane Improvements Project  
Thompson's Station, Tennessee

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You are hereby notified to commence work in accordance with the above referenced Contract on \_\_\_\_\_ and you are to complete the work within \_\_\_\_\_ consecutive calendar days thereafter. The date of completion of all work is, therefore, \_\_\_\_\_

TOWN OF THOMPSON'S STATION, TN

By: \_\_\_\_\_  
TOWN PROJECT MANAGER

Date: \_\_\_\_\_

ACCEPTED

Receipt of the above Notice to Proceed is hereby acknowledged by \_\_\_\_\_, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
CONTRACTOR (Authorized Signature)

Date: \_\_\_\_\_

**APPLICATION FOR PAYMENT NO. \_\_\_\_\_**

To: \_\_\_\_\_ (OWNER)  
From: \_\_\_\_\_ (CONTRACTOR)  
Contract: \_\_\_\_\_  
Project: \_\_\_\_\_  
OWNER's Contract No. \_\_\_\_\_ ENGINEER's Project No. \_\_\_\_\_  
For Work accomplished through the date of \_\_\_\_\_

---

1.	Original Contract Price:	\$ _____
2.	Net change by Change Orders and Written Amendments (+ or -)	\$ _____
3.	Current Contract Price (1 plus 2)	\$ _____
4.	Total completed and stored to date:	\$ _____
5.	Retainage (per Agreement):	
	_____ % of completed Work:	\$ _____
	_____ % of stored material:	\$ _____
	Total Retainage:	\$ _____
6.	Total completed and stored to date less retainage (4 minus 5):	\$ _____
7.	Less previous Application for Payments	\$ _____
8.	DUE THIS APPLICATION (6 MINUS 7)	\$ _____

---

Accompanying Documentation:

**CONTRACTOR'S Certification:**

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER or account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through \_\_\_\_\_ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated \_\_\_\_\_  
\_\_\_\_\_ CONTRACTOR

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

State of \_\_\_\_\_  
County of \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_  
Day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated \_\_\_\_\_  
\_\_\_\_\_ ENGINEER  
By: \_\_\_\_\_

# **APPLICATION FOR PAYMENT**

## **INSTRUCTIONS**

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### **A. GENERAL INFORMATION**

The sample form of Schedule of Values is intended as a guide only. Many projects require a more extensive form with space for numerous items, descriptions of Change Orders, identification of variable quantity adjustments, summary of materials and equipment stored at the site and other information. It is expected that a separate form will be developed by Engineer and Contractor at the time contractor's Schedule of Values is finalized. Note also that the format for retainage must be changed if the Contract permits (or the law provides), and Contractor elects to deposit securities in lieu of retainage. Refer to Article 14 of the General Conditions for provisions concerning payments to Contractor.

### **B. COMPLETING THE FORM**

The Schedule of Values, submitted and approved as provided in paragraphs 2.05.B.3 and 2.07 of the General Conditions, should be reproduced as appropriate in the space indicated on the Application for Payment form. Note that the cost of materials and equipment is often listed separately from the cost of installation. Also, note that each Unit Price is deemed to include Contractor's overhead and profit.

All Change Orders affecting the Contract Price should be identified and included in the Schedule of Values as required for progress payments.

The form is suitable for use in the Final Application for Payment as well as for Progress Payments; however, the required accompanying documentation is usually more extensive for final payment. All accompanying documentation should be identified in the space provided on the form.

### **C. LEGAL REVIEW**

All accompanying documentation of a legal nature, such as Lien waivers, should be reviewed by an attorney, and Engineer should so advise Owner.



**Request for Construction Change  
Change Order No. \_\_\_\_\_**

Town of Thompson's Station  
Town Hall  
1550 Thompson's Station Road West  
Thompson's Station, TN 37179

Contract No. \_\_\_\_\_  
Project \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Whereas, we \_\_\_\_\_ entered into an contract with the TOWN OF THOMPSON'S STATION, on \_\_\_\_\_, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Town at the prices scheduled therefore below:

**Reason for Change Order:**

**Attachments (List documents supporting change):**

Item No.	Description of Work	Unit	Estimate Quantity	Unit Price	Amount
<b>TOTAL</b>					

<b>CHANGE IN CONTRACT PRICE:</b>
Original Contract Price _____
Net Increase (Decrease) from previous Change Orders No. 0 to ____: _____
Contract Price prior to this Change Order: _____
Net increase (decrease) of this Change Order: _____
Contract Price with all approved Change Orders: _____

<b>CHANGE IN CONTRACT TIMES:</b>
Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
Net change from previous Change Orders No. 0 to ____ to: Substantial Completion: _____ Ready for final payment: _____
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
Net increase (decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Now, Therefore, We, \_\_\_\_\_ Contractors, hereby agree to this Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except in so far as specifically modified by this supplemental Agreement.

RECOMMENDED FOR APPROVAL BY:

By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_  
ENGINEER TOWN PROJECT MANAGER DIRECTOR OF ENGINEERING

Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_

ACCEPTED

By: \_\_\_\_\_  
CONTRACTOR (Authorized Signature)

Date: \_\_\_\_\_

APPROVED:

By: \_\_\_\_\_  
OWNER (Authorized Signature)

Date: \_\_\_\_\_

**REQUEST FOR INFORMATION (RFI)**

PROJECT NAME

TO:

DATE: \_\_\_\_\_

RFI No: \_\_\_\_\_

NO. OF ATTACHMENTS: \_\_\_\_\_

FROM:

SPEC. SECTION \_\_\_\_\_

SUBMITTAL NO.: \_\_\_\_\_

DRAWINGS: \_\_\_\_\_

**RFI Description: (Fully describe the question or type of information requested)**

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

REQUEST FORWARDED TO: \_\_\_\_\_

RESPONSE FORWARDED TO: \_\_\_\_\_

CONTRACTOR

BY: \_\_\_\_\_ DATE

BY: \_\_\_\_\_ DATE:

**Response:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_ REPRESENTING: \_\_\_\_\_

NOTE: By responding to the RFI, we do not agree to any additional cost and/or time. Any additional cost and/or time shall be submitted in accordance with the requirements of the contract documents.

**NOTICE OF WARRANTY PERIOD**

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Town of Thompson's Station  
Town Hall  
1550 Thompson's Station Road West  
Thompson's Station, TN 37179

---

Contract No. \_\_\_\_\_  
Project \_\_\_\_\_  
\_\_\_\_\_

---

Whereas, we \_\_\_\_\_ (CONTRACTOR) entered into a contract with the TOWN OF THOMPSON'S STATION, on \_\_\_\_\_ for the construction by said Contractor of the above designated contract; and Whereas, as part of the contract documents the CONTRACTOR is required to guarantee all work for one year and provide a one-year warranty from the date of final acceptance by the TOWN OF THOMPSON'S STATION; and Whereas the date of final acceptance of all work is \_\_\_\_\_ and the 1-year warranty period will officially expire on \_\_\_\_\_

RECOMMENDED FOR APPROVAL BY:

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

By: \_\_\_\_\_  
TOWN PROJECT MANAGER

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTED

By: \_\_\_\_\_  
CONTRACTOR (Authorized Signature)

Date: \_\_\_\_\_