

Intersection Improvements  
& Clayton Arnold Road Repaving  
May 2018, revised June 4<sup>th</sup>, 2018

TOWN OF THOMPSON'S STATION

BID DOCUMENTS  
FOR

INTERSECTION IMPROVEMENTS  
for  
THOMPSON'S STATION ROAD EAST  
at  
CLAYTON ARNOLD ROAD  
and  
CLAYTON ARNOLD ROAD REPAVING

May 2018  
Revised June 4<sup>th</sup> 2018

Prepared for:  
Town of Thompson's Station  
1550 Thompson Station Road West  
Thompson's Station, Tennessee 37179

Intersection Improvements  
& Clayton Arnold Road Repaving  
May 2018, revised June 4<sup>th</sup>, 2018

TABLE OF CONTENTS

NOTICE TO BIDDERS

INSTRUCTIONS TO BIDDERS

EXHIBIT 'A' LIMITS OF WORK

DRUG-FREE WORKPLACE AFFIDAVIT FORM

DESCRIPTION OF WORK

TYPICAL SECTION FOR RE-PAVING

BID FORM

PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

INSURANCE REQUIREMENTS

CONSTRUCTION DOCUMENTS FOR INTERSECTION IMPROVEMENTS AT  
CLAYTON ARNOLD ROAD & THOMPON'S STATION ROAD EAST

PORTION OF CONSTRUCTION DOCUMENTS FOR IMPROVEMENTS TO  
CLAYTON ARNOLD ROAD TO BE COMPLETED BY WILLIAMSON COUNTY  
SCHOOLS; INCLUDED FOR COORDINATION PURPOSES ONLY.

Intersection Improvements  
& Clayton Arnold Road Repaving  
May 2018, revised June 4<sup>th</sup>, 2018

**Notice to Bidders**

The Town of Thompson's Station, Tennessee is accepting sealed written bids for a Contractor for the 1.25 MILES of repaving for Clayton Arnold Road in Thompson Station.

Bid documents shall be obtained beginning at 10 AM, Tuesday, May 22, 2018 at Franklin CCAD, 1121 Harpeth Ind. CT, Suite 300, Franklin, TN 370645. 615 614-0749. It is the responsibility of the Bidder to coordinate with CCAD to schedule printing and pickup time for the Bid Documents. The expense for the Bid Documents shall be the responsibility of the Bidder. Bid documents may be downloaded from Town website.

A pre-bid meeting shall be held at Thompson's Station town hall at 2:00 pm on Friday, June 1<sup>st</sup>, 2018.

Bids will be due at Town Hall, located at 1550 Thompson's Station Road West, Thompson's Station, TN 37179 by 2 PM, Monday June 11<sup>th</sup>, 2018, at which time they will be opened and Bidder and Bid amount shall be announced. The Town reserves the right to reject any and all bids.

Required Bidder qualifications and other contact information are contained in the bid documents.

## **INSTRUCTIONS TO BIDDERS**

### Terms

Owner; Town of Thompson's Station, Tennessee

Bid; a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

Bidder; person or entity who submits a Bid and who meets the requirements set for in the Bidding Documents.

Sub-bidder; person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

Unit Price; an amount stated in the Bid as a price per unit of measurements for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

Bidding Documents; the bidding requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement to Bid, Instruction to Bidders, the bid form, and other sample contract forms. The proposed contract documents consist of the form of Agreement between the Owner and Contractor, drawings, specifications and all addenda issued prior to the execution of the Contract.

Addenda; written or graphic instruments issued by the Engineer prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

### Bidding Documents

Complete set of the Bid Documents shall be obtained bidder's expense. Bids shall be based on complete sets of bid documents.

Bid Documents are made available only for the purpose of obtaining Bids on the project and do not confer a license or grant for any other use.

Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor the Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

### Bidders Representations

The bidder by making a Bid represents that:

The Bidder has read and understands the Bidding Documents.

The Bid is made in compliance with the Bidding Documents.

The Bidder has visited the site and is familiar with local conditions under which the work is to be performed and has correlated the Bidder's personal observations with the requirements of the Bidding Documents.

The Bidder has considered federal, state and local Laws and Regulations that may be or are pertinent to the project.

The Bid is based upon the materials, equipment and systems required to provide the completed, finished and in place project.

The Bid is subject to acceptance for 45 calendar days from the bid date.

The submission of a Bid will constitute an incontrovertible representation by Bidder; that Bidder has complied with every requirement of the Bid Documents, that without exception the Bid is premised upon performing and furnishing the work required for the completed project as depicted and or implied by the Bid Documents including any means, methods, techniques, sequences, or procedures necessary, and that Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing the work to provide the completed project.

### Interpretation, Clarification or Correction of Bidding Documents

The Bidder shall carefully study and compare the Bidding Documents and shall examine the site and local conditions and shall at once notify the Engineer of conflicts, errors or discrepancies therein.

Information and data reflected in the Bid Documents with respect to underground features at or contiguous to the site is based upon information and data furnished to the Owner and Engineer by others. Owner or the Engineer does not assume responsibility for the accuracy or completeness thereof.

Bidders requiring clarification or interpretations of the Bidding Documents shall make a written request which shall reach the Engineer at least three days prior to the date for receipt of Bids.

Intersection Improvements  
& Clayton Arnold Road Repaving  
May 2018, revised June 4<sup>th</sup>, 2018

Interpretations, corrections and changes to the Bidding Documents will be made by Addendum. Interpretations, correction and changes of the Bidding Documents made in any other manner will not be binding, and the Bidders (and sub-bidders) shall not rely upon them.

Before submitting a Bid, each Bidder shall, at Bidder's expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertains to the physical conditions (surface, subsurface and any other feature) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work.

The bidder shall consider the project site open for inspection, with advance notice. Each Bidder shall have access to the site to conduct such explorations and tests, as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations. Bidders shall contact Joe Cosentini of Town of Thompson's Station (615) 794-4333 to notify of site visits.

A 'Rock Clause' or the exclusion or qualification of earthwork premised upon the discovery and / or presence of subsurface rock requiring excavation shall not be included in the Bid. Earthwork and or trenching is unclassified and shall be bid as such, and that Bid amount shall be for the earthwork, necessary for the complete, in place and finished project.

#### Substitutions

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

No substitution will be considered prior to receipt of the Bids unless a written request for approval has been received by the Engineer at least three days prior to the date for receipt of the Bids. Request for substitution shall include a complete description of the proposed substitution, including drawings, performance and test data, and other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Engineer's decision of approval or disapproval of a substitution shall be final.

If a substitution is approved prior to the bid date, such approval shall be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

Intersection Improvements  
& Clayton Arnold Road Repaving  
May 2018, revised June 4<sup>th</sup>, 2018

Addenda

Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

Addenda will be issued no later than two days prior to the date for the receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the Bids.

Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

Bidding Procedures

Bids shall be submitted on the forms included with the Bidding Documents.

Bid form shall be legibly executed in a non-erasable medium.

Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

All requested alternates shall be bid. If no change in the Base bid is required, enter 'No-Change.'

Each copy of the bid shall state the legal name of the Bidder and the nature of legal form of the Bidder.

Bid Security

A Bid security will not be required.

The Bidder pledges to enter into a Contract with the owner on the terms stated in the Bid and will furnish bonds to cover the faithful performance of the Contract and payment of all obligations arising thereunder.

Submission of Bids

All copies of the Bid and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, with the notation "SEALED BID ENCLOSED" on the face of the envelope.

Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date will be returned unopened.

Intersection Improvements  
& Clayton Arnold Road Repaving  
May 2018, revised June 4<sup>th</sup>, 2018

The Bidder shall assume full responsibility for the timely delivery at the location designated for receipt of Bids.

Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

Modification or Withdrawal of Bid

A bid may not be modified, withdrawn or cancelled by the Bidder during the stipulated time period following the time and date designated for the opening of Bids, and each Bidder so agrees in submitting a Bid.

Prior to the time and date designated for opening of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received and date and time stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with the Instruction to Bidders.

Consideration of Bids

At the discretion of the Owner, if stipulated in the advertisement, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders at a later time to be determined by the Owner.

Rejection of Bids

The Owner shall have the right to reject any or all Bids. A Bid which is in any way incomplete or irregular is subject to rejection.

Award of Bid

It is the intent of the Owner to award a Contract to the lowest and best qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

Intersection Improvements  
& Clayton Arnold Road Repaving  
May 2018, revised June 4<sup>th</sup>, 2018

### Post-Bid Information

Bidders to whom award of the Contract is under consideration shall submit to the Owner, upon request, written evidence of qualifications to perform the work, such as financial data, insurance data, present commitments and other such data as may be called for. Such qualifications of sub-bidders may also be requested.

Forms for such purposes, such as AIA Document A305, or other may be used at the discretion of the Owner.

### Owner's Financial Capability

The Owner shall, at the request of the Bidder for whom the Contract Award is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such evidence is furnished, the Bidder will not be required to execute the Agreement.

### Performance Bond and Payment Bond

Bidder shall furnish bonds in the amount of One-Hundred (100%) percent of the contract amounts cover the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

The cost of furnishing of such bonds shall be included in the Bid.

The Bidder shall deliver the required bonds to the Owner not later than three days following the date of the execution of the Contract.

The bonds may be written on AIA Documents or other documents acceptable to the Owner.

The Bonds shall be dated on or after the Contract date.

### Form of Agreement Between Owner and Contractor

The intended form of agreement is included herein.

### Drug Free Workplace Affidavit

All bids must include the DRUG-FREE WORKPLACE AFFIDAVIT as required by Tennessee State law.

**DRUG-FREE WORKPLACE AFFIDAVIT**

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_ an employer of five (5) or more employees contracting with the Town of Thompson's Station government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principle officer of \_\_\_\_\_ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-90-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in Compliance with T.C. A. § 50-90-113.

Further affiant saith not.

\_\_\_\_\_  
Principle Officer

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

Before me personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the forgoing affidavit for the purposes therein contained.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Notary Public**

My commission expires: \_\_\_\_\_

Intersection Improvements  
& Clayton Arnold Road Repaving  
May 2018, revised June 4<sup>th</sup>, 2018

### **Description of Work**

All work and materials are to be in conformance with Tennessee Department of Transportation – Standard Specifications for Road and Bridge Construction, latest edition and any subsequent supplements. Payment Section of that reference shall not apply.

A representative of the Town shall be onsite to observe construction operations. The contractor shall maintain daily records of quantities of materials used and ongoing work. Present copies to the Town Representative daily.

Map attached as Exhibit “A”; showing the limits of the paving. Paving limits will be Critz Lane at the North and Thompson Station Road East at the South. The distance is 1.25 miles less surface course work being completed by Williamson County Schools along Clayton Arnold Road. In addition, there will be an intersection realignment at Clayton Arnold and Thompson’s Station Road East as described in the attached site plan.

A price adjustment for bituminous material shall be provided for using TDOT SPECIAL PROVISION 109B ,at the discretion of the Owner

The project shall be substantially complete within 60 days of the execution of the agreement with the Town.

Work is to be completed with traffic maintained. Provide traffic control in accordance with the manual on uniform traffic control devices (MUTCD) work zone safety. Provide all traffic appurtenances, signage and flagmen to maintain the traffic during construction and during non-working hours while the project is ongoing.

Site Preparation: Clip shoulders, restore ditches, broom sweep, and remove loose material. Inspect the roadway with Town Representative and mark failed-unsuitable areas with orange spray paint around the perimeter of the area. These areas are to be measured and the area reported to the Town Administrator in writing as square yards of areas to be undercut and removed. An approximation of these areas and repair quantities shall be provided as a ‘per unit cost’ and a estimated total in the bid form, to be adjusted as necessary for the completed work.

The ditch work for this project will be minimal. The term ‘restore ditches’ as used in the description of work shall encompass the work to maintain the roadside ditches in a free draining condition. Grass, sediment or other debris blocking the roadway cross slope runoff shall be removed. The pavement work shall not result in any debris into the roadside ditches or any deleterious affect on the ditches. If remedial work to the ditches becomes apparent the Town may engage the contractor to address the condition for additional cost to be agreed upon prior to the start of the ditch work.

Intersection Improvements  
& Clayton Arnold Road Repaving  
May 2018, revised June 4<sup>th</sup>, 2018

Asphalt Pavement: Apply tack coat to surface of area to be paved at a rate of 0.05 gallon per square yard. Apply tack coat. Apply 3” binder course (B-M). Apply tack coat. Apply 1 ½” surface course (E-mix) for full width of roadway to cover aggregate shoulders.

Roadway pavement shall be constructed to ensure a positive cross-slope to the roadside ditches and a free draining roadway. Low spots or areas that pond rainfall shall be corrected at no additional expense to the Town.

Williamson County Schools is currently working on a 1236 foot section of Clayton Arnold Road and has constructed turn lanes for traffic movements to and from the school. The adjacent base course of pavement has been constructed to an elevation that meets the current surface of CA Road. To construct the proposed section the 1236 foot section shall be milled to a depth of 3 inches. The bid for that work will be ‘Milling to 3” depth” per SY. Adjustments to this may be made if the need arises and adjustments to project cost made accordingly. The surface pavement for CA has been reduced to account for the 1236 foot school section.

It is expected that some areas of the road will require repair / remediation to the subgrade. Those areas will be identified and marked with Town staff. For the purposes of the Bid Docs that work will be bid as undercutting and base repair: Receive the Town’s authorization to proceed with the undercutting and remove pavement and base below base grade to stable in-situ material. Fill undercut areas GRADING A-MIX. Place in lifts no greater than 4 inch thicknesses and compact as indicated in the TDOT specifications. Fill to surrounding existing subgrade of in place pavement. Dispose of removed material in accordance with applicable laws.

Apply pavement marking in accordance with the Manual on Uniform Traffic Control Devices, include double yellow center line and white edge of pavement lines.

Bid shall be provided based quantities provided in the bid form, with payment made based on actual quantities necessary for construction per project complete and in place for the work. The exception to this will be the work for intersection improvements which shall be based on lump sum bid for the work depicted on the construction drawings complete and in place.

Bid amounts shall be provided on the Bid Form.

Intersection Improvements  
& Clayton Arnold Road Repaving  
May 2018, revised June 4<sup>th</sup>, 2018

**BID FORM**

**TO:** Town of Thompson's Station  
Attn: Joe Cosentini  
1550 Thompson Station Road West  
P.O. Box 100  
Thompson's Station, Tennessee 37179

**PROJECT: Intersection Improvements & Clayton Arnold Rd Repaving**

The Bidder acknowledges in submitting this bid that:

1. This Bidder has received, read, and understands the Bidding Documents and this bid is made in accordance therewith.
2. This Bidder has visited the site and become familiar with the local conditions under which the work is to be performed and has correlated all observations with the requirements of the Bidding Documents.
3. This Bidder's status as defined in Chapter 1390-1-1 of the rules of the State Building Commission is: (Yes or No)\_\_\_\_\_ The Bidder and/or any of the Bidder's employees, agents, independent contractors and/or proposed subcontractors have been convicted of, pled guilty to, or pled nolo contendere to any contract crime involving a public contract.
4. This Bidder has received the following Addenda:
  - a. Addendum No. \_\_\_\_\_ dated \_\_\_\_\_
  - b. Addendum No. \_\_\_\_\_ dated \_\_\_\_\_
  - c. Addendum No. \_\_\_\_\_ dated \_\_\_\_\_
5. A Bid Security will not be required.
6. Drug Free Affidavit to be completed is attached hereto.
7. The person who signs this bid on behalf of the Bidder is required to be legally empowered to bind the Bidder to a Contract.
8. Failure to complete this Bid Form or to provide required attachments may be cause for rejection of the bid.

Intersection Improvements  
 & Clayton Arnold Road Repaving  
 May 2018, revised June 4<sup>th</sup>, 2018

9. This Bidder agrees to:
- A. Honor this bid for a period of forty-five (45) days following the date of the scheduled opening of bids.
  - B. Enter into and execute a contract, if presented on the basis of this bid, and to furnish the bond(s) and certificate(s) of insurance as required.
  - C. Accomplish the Work in accordance with the Contract Documents.
  - D. Achieve Substantial Completion of the Work thirty (60) calendar days from and including the date stipulated in the Notice To Proceed.
  - E. Accept the conditions for Liquidated Damages in the amount of \$100.00 per calendar day.

This Bidder agrees to complete the Work of the Base Bid for this project for the amounts completed hereon. The bid is for the complete project, finished and in place, the cost for all work necessary is included in the bid provided, if not specifically listed the work or material is included as part of the items and cost listed here.

<u>CLAYTON ARNOLD ROAD REPAVING:</u>	QTY	BID
Site Preparation	1 LS	_____
ASPHALT CONCRETE MIX (PG64-22) GRADING B-M (TDOT Item No. 307-01.07) 3" Binder Course	2610 Ton	_____
ACS MIX (PG64-22) GRADING E (TDOT Item No. 411-01.11) 1 1/2" Wearing Surface	1929 Ton	_____
BITUMINOUS MATERIAL FOR TACK COAT (TC) (TDOT Item No. 403-02) 0.05 gal / SY	6.7 Ton	_____
MINERAL AGGREGATE (FOR SHOULDERS) (TDOT item No. 303-01) 4 1/2" depth x width	87 Ton	_____
MILLING TO 3 INCH DEPTH (coord with WCS project)	2884 SY	_____
PAINTED PAVEMENT MARKING (4" LINE) Double Solid Yellow Line (center line)	1.01 L.M.	_____
PAINTED PAVEMENT MARKING (4" LINE) Single Solid White Line (edge lines – each side)	1.01 L.M.	_____
ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING A (TDOT Item No. 307-01.01) For Undercut & Sub-grade Repair	520 Ton	_____
 SUBTOTAL PAVING		 _____

Intersection Improvements  
& Clayton Arnold Road Repaving  
May 2018, revised June 4<sup>th</sup>, 2018

INTERSECTION IMPROVEMENTS, LUMP SUM

1 LS

\_\_\_\_\_

PROJECT TOTAL

\_\_\_\_\_

Bid summary below

This Bidder agrees to complete the Work of the Base Bid for this project for the lump sum of (show amount in both words and figures):

\$ \_\_\_\_\_

\_\_\_\_\_ and \_\_\_\_\_/100ths  
Dollars

This bid is submitted by:

**Authorized Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_  
*Type or print*

**Name and Title:** \_\_\_\_\_  
*On behalf of*

**Name of Bidder:** \_\_\_\_\_

**Bidder's Address:** \_\_\_\_\_  
\_\_\_\_\_

**Bidder's Telephone Number:** \_\_\_\_\_

Performance bond and Payment bond may be required by the Owner, if so they will be provided per the following additional expenses to the bid amount.

**Performance Bond** \_\_\_\_\_

**Payment Bond** \_\_\_\_\_

Intersection Improvements  
& Clayton Arnold Road Repaving  
May 2018, revised June 4<sup>th</sup>, 2018

**PROJECT:** Town of Thompson's Station  
Intersection Improvements & Clayton Arnold Road Repaving

### **PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS**

Furnish bonds in the amount of **One-hundred (100%) Percent** of the contract amount covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources. If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this requirement. The bonds shall be written on forms agreeable to the Owner. Both Performance Bond and Payment Bond shall be written in the amount of the Contract Sum. The bonds shall be dated on or after the date of the Contract. The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

## **INSURANCE REQUIREMENTS**

- I. Insurance to be provided by the Contractor
  - A. Contractor will obtain and maintain the following insurance to protect Contractor and Owner from claims which may arise out of or result from Contractor's operations under the Construction Management Agreement:
    1. Automobile Insurance. Motor Vehicle Liability Insurance covering owned and/or leased vehicles. Minimum limits are to be \$2,000,000 per accident.
    2. Insurance on Equipment and Temporary Buildings. "All Risks" Insurance covering equipment and temporary structures owned and/or leased by Contractor. Such insurance policy shall contain a waiver of subrogation (by all insurers) against the Owner and its representatives.
    3. Commercial General Liability Comprehensive Insurance. Commercial General Liability Insurance, including the Owner as an additional insured, covering bodily injury and Property Damage and including, but not limited to the following:
      - a. Products and completed operations (Completed operations to be insured for a period of 2 years after final acceptance by the Owner);
      - b. Contingent liability with respect to sub-contractors and suppliers;
      - c. Blanket written contractual coverage;
      - d. Non-owned automobile coverage;
      - e. Personal injury coverage;
      - f. Occurrence property damage coverage;
      - g. Employer's liability coverage (See Section II.A);
      - h. Cross liability clause;
      - i. Liability arising out of unlicensed equipment;
      - j. Pollution Rider; and
      - k. No XCU (excavation) exclusion shall be permitted in policy.
      - l. Minimum limits are to be \$2,000,000 per occurrence, inclusive of Bodily Injury and Property Damage.
    4. Workmen's Compensation. Contractor, before commencement of the Work, shall be qualified under the Workmen's Compensation laws of Tennessee. In addition to compliance with the applicable Workmen's Compensation laws, Contractor shall procure, carry, and maintain

Intersection Improvements  
& Clayton Arnold Road Repaving  
May 2018, revised June 4<sup>th</sup>, 2018

employer's liability insurance to a limit of \$2,000,000 for any one accident.

5. All coverages set forth in this Section II are to be primary, and coverages of the Owner are not to be considered contributory.
6. Contractor shall provide to the Owner certificates of insurance for all coverages noted in Section II, showing Owner (except for Workmen's Compensation) as additional insured and showing required waivers of subrogation. The insurers shall give the Owner 30 day prior written notice of cancellation, non-renewal, or amendment affecting any above noted required coverage or reduction of insurance below the limits noted above.

II. Insurance to be maintained by parties contracting for the Project work.

- A. Contractor shall cause all parties contracting with it for any of the work on this Project, including all subcontractors and suppliers, at any tier, to obtain and maintain insurance substantially similar to the insurance provided for in Section II, such as will protect such parties and Contractor and Owner from any and all claims which may arise out of or result from the respective operations on the Project of Architect, Engineer, the Multi-Prime General Contractors and all subcontractors and suppliers at any tier. Specific limits shall be a minimum of \$2,000,000 or such other limits as Contractor or Owner shall reasonably deem necessary. Owner and Contractor shall be additional insured on all such policies (except Workmen's Compensation), and all such policies are to be primary, and insurance of Owner and Contractor are not to be considered contributory.