

## **ADVERTISEMENT FOR BIDS**

**OWNER:** Chattanooga Area Regional Transportation Authority (CARTA)

**ADDRESS:** 1617 Wilcox Boulevard

Chattanooga, Tennessee 37406

Separate sealed BIDS for Bridge Improvements on the Incline Railway up Lookout Mountain including trestle repairs will be received by Annie Powell, Grants Manager at the office of CARTA until 2:00 P.M., (Eastern Standard Time) November 22, 2023 and then at said office will be publicly opened and read aloud. The CONTRACT DOCUMENTS, consisting of Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, General Conditions, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications and Addenda may be examined at the following locations:

CARTA, 1617 Wilcox Boulevard, Chattanooga, Tennessee 37406  
CSR Engineering, Inc. 2010 Highway 49E, Pleasant View, TN 37146

Copies of the CONTRACT DOCUMENTS may be obtained at the office of CARTA located at 1617 Wilcox Boulevard upon payment of \$50.00 for each set.

Contracts resulting from the selection of a construction firm will be subject to a financial assistance grant between the Chattanooga Area Regional Transportation Authority and the United States Department of Transportation. Any name appearing on the Comptroller General's list of ineligible contractors for federally financed and assisted construction is not an eligible proposer and will not be considered.

CARTA reserves the right to accept or reject any or all proposals on such basis as CARTA deems to be in its best interest.

CARTA encourages Disadvantaged Business Enterprises to participate in this bid either as prime or subcontractors.

## INFORMATION FOR BIDDERS

BIDS will be received by Chattanooga Area Regional Transportation Authority (CARTA) (herein after called the "OWNER"), at 1617 Wilcox Boulevard, Chattanooga, Tennessee 37406 until 2:00 P.M. (Eastern Standard Time) November 22, 2023, and then at said office will be publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to the OWNER at Chattanooga, Tennessee. Each sealed envelope containing a BID must be plainly marked on the outside as BID for Bridge Improvements on the Incline Railway up Lookout Mountain and the envelope should bear on the outside the name of the BIDDER, his address and his contractor's license number, if applicable. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at Chattanooga, Tennessee. All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

The BIDDER shall have been engaged, for at least five (5) years, and properly experienced in the business of performing the type work required on the PROJECT and hold a Tennessee contractor's license Type HRA.

The BIDDER shall furnish to the OWNER all such information and data as the OWNER may request, to assist the OWNER in determining the ability of the BIDDER to perform the WORK.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and specifications including any issued ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance bond and labor and material payment bond within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the bidder. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and project bond forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID bond accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable performance bond, labor and material payment bond, and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be any reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER reserves the right to reject any BID if the 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 herein.

A conditional or qualified BID will not be accepted.

Award will be made as a whole to one BIDDER.

## **BASIS OF AWARD**

The AWARD of the CONTRACT will go to the lowest responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The ENGINEER is:                      CSR Engineering, Inc.  
   2010 Highway 49E  
   Pleasant View, TN 37146

## BID

Proposal of \_\_\_\_\_ (hereinafter called "BIDDER"),  
organized and existing under the laws of the State of \_\_\_\_\_, doing  
business as \_\_\_\_\_\*. To  
the Chattanooga Area Regional Transportation Authority (CARTA) (hereinafter called  
"OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all  
WORK for the construction of Bridge Improvements on the Incline Railway up Lookout  
Mountain in strict accordance with the CONTRACT DOCUMENTS, within the time set  
forth there in, and at the prices stated below.

By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party  
thereto certifies as to his own organization, that this BID has been arrived at  
independently, without consultation, communication, or agreement as to any matter  
relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date to be  
specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 120  
consecutive calendar days thereafter. BIDDER also agrees to complete all work

\_\_\_\_\_

*\*Insert a corporation, a partnership, or an individual as applicable.*

which requires shut-down of the normal operation of the incline in the shortest time possible and in no event longer than 14 calendar days. BIDDER further agrees to pay as liquidated damages, the sum of \$200 for each calendar day in which he is in default of the 120 days stipulated above and agrees to pay \$1500 for each calendar day in which he is in default of the 14 days stipulated above, as provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM (A):

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BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices:

## BID SCHEDULE

ITEM NO	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	Mobilization	Lump Sum	1	\$_____	\$_____
2	Remove Material	Lump Sum	1	\$_____	\$_____
3	Install 12" Corbel	Each	8	\$_____	\$_____
4	Install 6" Corbel	Each	3	\$_____	\$_____
5	Furnish 12" Corbel	Each	3	\$_____	\$_____
6	Furnish Stringer	Each	1	\$_____	\$_____
7	Install Stringer	Each	3	\$_____	\$_____
8	F & I Cap	Each	1	\$_____	\$_____
9	F & I Slip Cap	EA	1	\$_____	\$_____
10	Install Trestle 2 Stringers	EA	3	\$_____	\$_____

Total    \$\_\_\_\_\_

## BID BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned,

\_\_\_\_\_ as PRINCIPAL, and \_\_\_\_\_

as Surety, are hereby held and firmly bound unto Chattanooga Area Regional Transportation Authority (CARTA) 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, successor and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The Condition of the above obligation is such that whereas the PRINCIPAL has submitted to CARTA a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Bridge Improvements on the Incline Railway up Lookout Mountain.

### **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 agreed that the liability of the Surety 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 obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

**IN WITNESS WHEREOF**, the PRINCIPLE and the Surety have hereunto set their hands 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 offices, the day and year first set forth above.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
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 of Tennessee where the project is located.

## **AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_  
between Chattanooga Area Regional Transportation Authority (CARTA), hereinafter  
called "OWNER" and \_\_\_\_\_ doing business as (an  
individual,) or (a partnership,) or (a corporation) hereinafter called "CONTRACTOR".

**WITNESSETH:** that for an in consideration of the payments and agreements hereinafter  
mentioned:

1. The CONTRACTOR will commence and complete the construction of Bridge Rehabilitation on the Incline Railway up Lookout Mountain.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on or before a date to be specified in the NOTICE TO PROCEED and shall complete the work within 120 consecutive calendar days thereafter. The CONTRACTOR will complete all work which requires shut-down of the normal operation of the incline in the shortest time possible and in no event longer than 14 calendar days, and in no event later than February 15, 2024. The CONTRACTOR will perform all work which requires the shutdown of the normal operations of the Incline Railway on and between the dates January 6, 2024 and February 15, 2024. The CONTRACTOR shall

pay, to owner as liquidated damages, the sum of \$200 for each calendar day in which he is in default of the 90 days stipulated above and will pay \$1500 for each calendar day in which he is in default of the 14 days stipulated above, or in default of fully restoring the normal operation of the Incline Railway by February 15, 2024, as provided in Section 15 of the General Conditions.

4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the sum of \$\_\_\_\_\_
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - A. Advertisement For Bids
  - B. Information For Bidders
  - C. BID
  - D. BID Bond
  - E. Agreement
  - F. General Conditions
  - G. SUPPLEMENTAL GENERAL CONDITIONS
  - H. Payment Bond
  - I. Performance Bond
  - J. NOTICE OF AWARD
  - K. NOTICE TO PROCEED
  - L. CHANGE ORDER
  - M. Tennessee State Contract Clauses

N. Drawings prepared by CSR Engineering, Inc. numbered 1 through 13 and dated September 2023.

O. SPECIFICATIONS prepared or issued by CSR Engineering, Inc. dated September 2023.

P. ADDENDA:

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

**IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) (number of copies) each of which shall be deemed an original on the date first above written.

**OWNER:**

\_\_\_\_\_

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

Name: \_\_\_\_\_  
(Please Type)

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

**ATTEST:**

\_\_\_\_\_

Name: \_\_\_\_\_  
(Please Type)

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

**CONTRACTOR:**

\_\_\_\_\_

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

Name: \_\_\_\_\_  
(Please Type)

Address: \_\_\_\_\_

**(SEAL)**

**ATTEST:**

\_\_\_\_\_

Name: \_\_\_\_\_  
(Please Type)

Address: \_\_\_\_\_

## LABOR AND MATERIAL PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS:** that

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

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called  
(Corporation, Partnership, or Individual)

PRINCIPAL, and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto **Chattanooga Area Regional Transportation Authority (CARTA) located at 1617 Wilcox Boulevard, Chattanooga, Tennessee 37406**

hereinafter called OWNER, in the penal sum of \_\_\_\_\_

Dollars, \$ (\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successor 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\_\_\_\_ a copy of which is hereto attached and made a part hereof for construction of: **Bridge Improvements on the Incline Railway up Lookout Mountain.**

**NOW THEREFORE**, if the PRINCIPAL, shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, 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 this obligation 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, alternation 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 wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the contract or to the work or to the specifications.

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

**IN WITNESS WHEREOF**, this instrument is executed in three (3) counterparts, each of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**ATTEST:**

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

**(SEAL)**

By: \_\_\_\_\_ (s)

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

\_\_\_\_\_  
Witness as to Principal

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



**ATTEST:**

\_\_\_\_\_  
Surety

\_\_\_\_\_  
(Surety) Secretary

**(SEAL)**

By: \_\_\_\_\_  
Attorney-in-Fact

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

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

\_\_\_\_\_  
**NOTE:** Date of the Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute the bond.

**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 of Tennessee where the project is located.

## PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS:** that

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

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called  
(Corporation, Partnership, or Individual)

PRINCIPAL, and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

Chattanooga Area Regional Transportation Authority (CARTA)

1617 Wilcox Boulevard, Chattanooga, Tennessee 37406

hereinafter called OWNER, in the penal sum of \_\_\_\_\_

Dollars, \$ ( \_\_\_\_\_ ) in lawful money of the United States, for the payment of  
which sum well and truly to be made, we bind ourselves, 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\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of: Bridge Improvements on the Incline Railway up Lookout Mountain.

**NOW, THEREFORE,** if the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertaking, covenants, terms, conditions, and agreements of said contract during the original term thereof, and extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one year guaranty period, 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, then this obligation 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, alternation or addition of the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

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

**IN WITNESS WHEREOF**, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this \_\_ day of \_\_\_\_\_, 20\_\_.

**ATTEST:**

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

**(SEAL)**

By: \_\_\_\_\_(s)

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

\_\_\_\_\_  
Witness as to Principal

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

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

**ATTEST:**

\_\_\_\_\_  
Surety

\_\_\_\_\_  
(Surety) Secretary

**(SEAL)**

_____	By: _____
Witness to Surety	Attorney-in-Fact
_____	_____
(Address)	(Address)
_____	_____

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

**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 of Tennessee where the project is located.

## NOTICE OF AWARD

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### PROJECT Description:

Bridge Improvements on the Incline Railway up Lookout Mountain, The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated \_\_\_\_\_, 20\_\_\_\_, and Information for Bidders. You are hereby notified that your BID has been accepted for the work in the amount of \$ \_\_\_\_\_.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out

of the OWNER'S acceptance of your BID as abandoned and as a 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 \_\_\_\_\_

Chattanooga Area Regional Transportation Authority (CARTA)

Owner

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

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

## ACCEPTANCE OF NOTICE

Receipt of the NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_

\_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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

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

Contractor should send one completed copy of this form to:

Ms. Annie Powell,  
Grants Manager  
Chattanooga Area Regional Transportation Authority  
1617 Wilcox Boulevard  
Chattanooga, Tennessee 37406



## NOTICE TO PROCEED

To: \_\_\_\_\_

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

\_\_\_\_\_

Project: Bridge Improvements on

\_\_\_\_\_

the Incline up Lookout Mountain

\_\_\_\_\_

You are hereby notified to commence work in accordance with the Agreement dated \_\_\_\_\_, 20\_\_\_\_, on or before \_\_\_\_\_,

and you are to complete all WORK within 90 consecutive calendar days thereafter and further agrees to complete all work which requires shut-down of normal operation of the Incline within 14 calendar days. The shut-down period must occur within the dates between January 6, 2024 and February 15, 2024.

The date of completion of all WORK which requires shut-down of the normal operation of the Incline is February 15, 2024.

Chattanooga Area Regional Transportation Authority  
Owner

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

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

## ACCEPTANCE OF NOTICE

Receipt of the NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_

\_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

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

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

Contractor should send one completed copy of this form to:

Ms. Annie Powell,  
Grants Manager  
Chattanooga Area Regional Transportation Authority  
1617 Wilcox Boulevard  
Chattanooga, Tennessee 37406

## CHANGE ORDER

Order No. \_\_\_\_\_

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

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

NAME OF PROJECT: Bridge Improvements on the Incline Railway up Lookout Mountain

OWNER: Chattanooga Area Regional Transportation Authority (CARTA)

CONTRACTOR: \_\_\_\_\_

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE: \$ \_\_\_\_\_

Original CONTRACT PRICE: \$ \_\_\_\_\_

Current CONTRACT PRICE adjusted by previous CHANGE ORDER: \$ \_\_\_\_\_

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) by: \$ \_\_\_\_\_

The CONTRACT PRICE including this CHANGE ORDER will be: \$ \_\_\_\_\_

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by \_\_\_\_\_ calendar days.

The date for completion of all work will be \_\_\_\_\_ (Date). Sketch should accompany Change Order when necessary for clarification.

Approvals Required:

To be effective this Order must be approved by the Federal agency if it changes the scope or objective of the project, or if it will increase the budgeted amounts of Federal funds needed to complete the project, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested by: CARTA

Recommended by: CSR Engineering, Inc.

Ordered by: CARTA

Accepted by: (Contractor)

Federal Agency Approval (where applicable): \_\_\_\_\_

## **GENERAL CONDITIONS**

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in Quantities, Plans or Character of the Work
14. Extra Work
15. Time for Completion and Liquidated Damages
16. Correction of Work
17. Suspension of Work, Termination and Delay
18. Payments to Contractor
19. Acceptance of Final Payment as Release
20. Contract Security

21. Assignments

22. Separate Contracts

23. Subcontracting

24. Engineer's Authority

25. Land and Rights-of-Way

26. Guarantee

## **1. DEFINITIONS**

- 1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- 1.2 **ADDENDA** – Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS, and SPECIFICATIONS, by additions, deletions, clarifications or corrections.
- 1.3 **BID** – The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1.4 **BIDDER** – Any person, firm or corporation submitting a BID for the WORK.
- 1.5 **BONDS** – Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his SURETY in accordance with the CONTRACT DOCUMENTS.
- 1.6 **CARTA GENERAL CONTRACT PROVISIONS** – Modifications to the General Conditions required by CARTA and/or a Federal Agency for participation in the Project.
- 1.7 **CARTA SPECIAL CONTRACT PROVISIONS** – Additional Modifications to the General Conditions and/or the CARTA General Contract Provisions required by CARTA and/or Federal Agency for participation in the Project.
- 1.8 **CHANGE ORDER** – A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.
- 1.9 **CONTRACT DOCUMENTS** – The contract, including Advertisement For Bids, Information For Bidders, BID, Bid Bond, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, GENERAL PROVISIONS, SUPPLEMENTAL GENERAL CONDITIONS AND CARTA'S GENERAL AND SPECIAL CONTRACT PROVISIONS and ADDENDA.
- 1.10 **CONTRACT ITEM (PAY ITEM)** – A specifically described unit of work for which a price is provided in the CONTRACT DOCUMENTS.
- 1.11 **CONTRACT TIME** – The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

- 1.13 **CONTRACTOR** – The person, firm or corporation with whom the OWNER has executed the Agreement.
- 1.14 **DRAWINGS** – The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
- 1.15 **ENGINEER** – The person, firm or corporation named as such in the CONTRACT DOCUMENTS.
- 1.16 **FIELD ORDER** – A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1.17 **NOTICE OF AWARD** – The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.
- 1.18 **NOTICE TO PROCEED** – Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.
- 1.19 **OWNER** – A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.
- 1.20 **PROJECT** – The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.21 **RESIDENT PROJECT REPRESENTATIVE** – Authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.
- 1.22 **SHOP DRAWINGS** – All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- 1.23 **SUBCONTRACTOR** – An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- 1.25 **SUBSTANTIAL COMPLETION** – That date as certified by the ENGINEER when the construction of the PROJECT is sufficiently completed, in accordance with the CONTRACT



DOCUMENTS, so that the PROJECT can be utilized for the purposes for which it is intended.

- 1.26 **SUPERINTENDENT** – The CONTRACTOR’S authorized representative in responsible charge of the work.
- 1.27 **SUPPLIERS** – Any person, supplier or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- 1.28 **WORK** – All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated in the PROJECT.
- 1.29 **WRITTEN NOTICE** – Any notice to any part of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

## **2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS**

- 2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the **CONTRACT DOCUMENTS**.
- 2.2 The additional drawings and instruction thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

## **3. SCHEDULES, REPORTS AND RECORDS**

- 3.1 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.
- 3.2 Within 10 days after receipt of the NOTICE OF AWARD, the CONTRACTOR shall submit schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part, and, as applicable:

- 3.2.1 The dates at which special detail drawings will be required, and
- 3.2.2 The respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- 3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK when requested by the OWNER.
- 3.4 If the **CONTRACTOR'S** operations are materially affected by changes in the plan or in the amount of the work or if he has failed to comply with submitted progress schedule, the **CONTRACTOR** shall submit a revised project schedule, if requested by the **ENGINEER**, which schedule will show how he proposes to prosecute the balance of the work. The **CONTRACTOR** shall incorporate into every progress schedule submitted, any contract requirements regarding the order of performance of portions of the work. The **CONTRACTOR** shall use all practical means to make the progress of the work conform to that shown on the progress schedule which is in effect. No payment will be made to the **CONTRACTOR** while he is delinquent in the submission of a progress schedule. Should the prosecution of the work, for any reason, be discontinued, the CONTRACTOR shall notify the ENGINEER at least 24 hours in advance of resuming operations.
- 3.5 The CONTRACTOR and all SUBCONTRACTORS shall have signed and on file with the OWNER a statement that they have read and understood CARTA's System Safety Program Plan prior to commencement of work. A copy of this plan can be obtained from the OWNER.

#### **4. DRAWINGS AND SPECIFICATIONS**

- 4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the **CONTRACTOR** shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.
- 4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

- 4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

## **5. SHOP DRAWINGS**

- 5.1 The CONTRACTOR shall prepare and submit SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS, showing all details of fabrication for all parts of the structure. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S review and acceptance of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS and shall require a CHANGE ORDER.
- 5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.
- 5.3 SHOP DRAWINGS prepared by the CONTRACTOR and accepted by the ENGINEER shall be deemed the correct interpretation of the work to be done, but they do not relieve the CONTRACTOR of the responsibility for the accuracy of details and dimensions. Fabrication tolerances shall be shown on the shop drawings. Where necessary to assure proper fit-up members, closer tolerances than those required herein shall be shown.
- 5.4 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

## **6. MATERIALS, SERVICES AND FACILITIES**

- 6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.
- 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and continued as directed by the manufacture.
- 6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.
- 6.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

## **7. INSPECTION AND TESTING**

- 7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards.
- 7.2 The CONTRACTOR shall provide at his expense the necessary testing and inspection services required by the CONTRACT DOCUMENTS, unless otherwise provided.
- 7.3 The ENGINEER shall provide all other inspection and testing services not required by the CONTRACT DOCUMENTS. This includes inspection of the incline cable and system prior to and after construction. Any damage to the incline cable or system will be the responsibility of the CONTRACTOR and the CONTRACTOR shall reimburse the OWNER prior to final payment.
- 7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require and WORK to specifically be inspected, tested, or

approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

- 7.5 Neither observations by the ENGINEER nor inspections, test or approvals by persons other than the CONTRACTOR shall relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.
- 7.6 The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection, or testing thereof.
- 7.7 If any WORK is covered contrary to the written request of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense.
- 7.8 If any WORK has been covered which the ENGINEER has not specifically requested to observe prior to its being covered, or if the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

## **8. SUBSTITUTIONS**

8.1 Whenever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment or equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to the specified, the ENGINEER may approve, with the OWNER'S approval, its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitution will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

## **9. PATENTS**

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, but if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

## **10. SURVEYS, PERMITS, REGULATIONS**

10.1 The OWNER shall furnish all land surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks

adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for constructing such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations, and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or dues.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

## **11. PROTECTION OF WORK, PROPERTY AND PERSONS**

11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, laws, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

- 11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.
- 11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.
- 11.4 Until final acceptance of the project, the CONTRACTOR shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements or from any other cause arising from the execution or from the non-execution of the work. The CONTRACTOR shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the CONTRACTOR, including but not limited to acts of God, or the public enemy or governmental authorities.

## **12. SUPERVISION BY CONTRACTOR**



12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

### **13. CHANGES IN QUANTITIES, PLANS OR CHARACTER OF THE WORK**

13.1 The ENGINEER reserves the right to make, by CHANGE ORDER, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alternations shall not invalidate the contract nor release the surety, and by signing a CHANGE ORDER, the CONTRACTOR agrees to perform the work as altered and agrees to accept, as payment in full for such work, the monetary amounts set forth in such CHANGE ORDER, as balanced by the ENGINEER. In addition, by signing the CHANGE ORDER, the CONTRACTOR releases the OWNER from any and all claims for compensation with regard to the items of work specified in the CHANGE ORDER, including but not limited to, any and all claims for delay and overhead, unless the ENGINEER is notified in writing at the time of signing the CHANGE ORDER that the CONTRACTOR refuses to release the OWNER from such claims. All increases in quantities which appear in the CONTRACT as PAY ITEMS shall be paid for at the contract unit prices. Decreases in quantities shall be deducted from the contract at the contract unit price.

13.1a If the alterations or changes in quantities significantly change the character of the work under the Contract, whether or not changed by any such different quantities or alterations, an adjustment will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If the alterations or changes in quantities do not significantly change the character of the work to be performed under

the contract, the altered work will be paid for on the basis of the actual quantity completed at the unit price for such named in the Contract.

The term "significant change" shall be construed to apply only to the following circumstances:

1. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction or
2. When an item or work, whose total cost is determined by multiplying the contract quantity by the contract unit price and is greater than 5 percent of the original contract price, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed, or
3. When such changes or alterations are sufficient in magnitude to affect the unit cost by 10 percent or more, considering all of the estimated quantity used for bidding purposes, or considering the altered portion of the item, the change in cost shall equal 25,000 dollars or more whichever is the lesser.

13.1b During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed. Upon written notification, the ENGINEER will investigate the conditions, and if the ENGINEER determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the CONTRACT, an adjustment will be made and the CONTRACT modified in writing accordingly. The ENGINEER will notify the CONTRACTOR of the determination whether or not an adjustment of the CONTRACT is warranted.

No contract adjustment which results in a benefit to the CONTRACTOR will be allowed unless the CONTRACTOR has provided the required written notice.

No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

No contract adjustment will be allowed unless such changes or alterations are sufficient in magnitude to affect the unit cost by 10 percent or more, considering all of the estimated quantity used for bidding purposes, or considering the altered portion of the item, the change in cost shall equal 25,000 dollars or more, whichever is lesser.

In no event shall a differing site condition invalidate the contract or release Surety.

#### **14. EXTRA WORK**

14.1 In connection with the work covered by the contract, the ENGINEER may, at any time during the progress of the work, order extra work, including materials incidental thereto. The CONTRACTOR shall perform this work whenever it is deemed necessary by the ENGINEER to fully complete the project as contemplated, and such work shall be done in accordance with the intent of the SPECIFICATIONS under the direction of the ENGINEER. Prior to ordering any extra work, the ENGINEER shall furnish written notification stating the location, kind and estimated quantity of the extra work to be done. The CONTRACTOR shall indicate in writing to the Engineer the compensation (unit price or lump sum) for which the extra work will be performed. This proposal shall be submitted to the ENGINEER for approval. If the ENGINEER considers the unit price or lump sum price excessive, the proposal may be disapproved and the work ordered done by force account in accordance with Subsection 14.2.

14.2 When extra work is required, it shall be performed in accordance with the requirements and provisions of Subsection 14.1. Payment for such work will be on the unit price or lump sum basis agreed upon in accordance with Subsection 14.1. When such agreement cannot be reached, the ENGINEER may order such work, including any off-site work, to be done by force account. The compensation as herein provided shall be accepted by the CONTRACTOR as payment in full for extra work done by force account, and the said

percentages shall cover profit, superintendence, general expense, overhead, miscellaneous tools and equipment. For approved subcontract work, the CONTRACTOR will be paid an amount equal to 6 percent of the total cost of the subcontract work, as reimbursement for administrative costs incurred in connection with the subcontract work. When it is necessary for the CONTRACTOR to hire a firm to perform a specialized type of work or service for which the CONTRACTOR or SUBCONTRACTORS are not qualified to do, payment will be made at the invoice cost. The CONTRACTOR will be paid an amount equal to 6 percent of invoice cost, as reimbursement for administrative costs. Prior approval by the ENGINEER is required.

- 14.2a The CONTRACTOR shall furnish to the ENGINEER, itemized reports of the costs of all force account work. The reports shall be furnished each week and shall include a certified copy of the weekly payroll and copies of bills for the materials used and the freight charges paid on same. Discount for prompt payment or penalty for late payment will not be considered in determining the net amount of the bill. The net amount of the bill shall be charged to the force account work. Where materials used are not specifically purchased for use on extra work but are taken from the CONTRACTOR'S stock, the CONTRACTOR shall submit a certification of the quantity, price, and freight on such materials in lieu of original bills and invoices.

The CONTRACTOR shall prepare itemized statements containing the following detailed information:

- Name, class, dates, number of hours worked each day, total hours computed to nearest half hour, rate, and extension for each laborer and foreman engaged.
- Designation, number of hours computed to nearest half hour worked each day, total hours and rental rate for each unit of equipment engaged.
- Quantities of materials and prices.
- Freight on materials.

The CONTRACTOR and the ENGINEER shall compare records of force account work and bring them into agreement at the end of each day.

14.2b For all labor and all craft foremen directly engaged in the specific work, the CONTRACTOR shall be paid the actual rate of wages and the number of hours paid said labor and foremen in accordance with approved labor agreements, computed to the nearest half hour, to which the sum of 26 percent will be added. Project Foremen will be classified as Superintendents and their compensation will not be included in the payment provided herein.

Bond premium; Workmen's Compensation Insurance; Personal Injury Public Liability and Property Damage Public Liability Insurance; Unemployment Compensation; Federal Social Security; and payments required to be made to Employer and Employee Trusteships, the proceeds from which accrue exclusively to the benefit of the employee; will be paid for at actual cost, to which sum 20 percent will be added to the taxable fringe benefits. The CONTRACTOR shall furnish satisfactory evidence of the amounts paid for each of these required costs as related to force account work.

14.2c For materials, the CONTRACTOR will receive the actual cost delivered on the work including freight charges, as shown by copies of bills, to which the sum of 20 percent will be added.

If a change in the amount or type of force account work results in a surplus of the material ordered and delivered to the project site, the OWNER will reimburse the CONTRACTOR for the costs incurred returning the surplus material to the supplier.

14.2d No payment will be allowed for small hand and power tools which are not listed in the Rental Rate Blue Book for Construction Equipment as published by the Equipment Guide-Book Company. All small hand and power tools listed in the Rental Rate Blue Book at a rate of less than one dollar per hour will be considered as part of overhead and will not be paid for separately.

14.2e For any machinery and equipment, including the foreman's transportation unit, which the ENGINEER approves for use on extra work done by force account, the CONTRACTOR will be paid as follows:

The time paid for shall be the period that the equipment is required at the site of the extra work and, in addition, shall include traveling time to the location of the extra work

when the equipment is moved under its own power, the actual operating time during periods of loading and unloading will be paid at the regular rental rate and transportation costs will be allowed. When the periods of work are not consecutive and the interval between termination of a period of work and the commencement of the subsequent period does not exceed 30 days, the rates allowed will be the same as if the periods of work were consecutive.

The rental rate established for each piece of CONTRACTOR owned equipment, including appurtenances and attachments to equipment, used will be determined by use of the Rental Rate Blue Book for Construction Equipment Volume 1, 2, or 3 as applicable; the edition which is current at the time the force account work was started will apply. The established rental rate will be equal to the "Monthly" rate divided by 176; modified by the rate adjustment factor and the applicable map adjustment factor, plus the "Estimated Operating Costs per Hour", to which the sum of 10 percent will be added.

For equipment not listed in the Rental Rate Blue Book, Volume 1, 2, or 3, the rental rate will be determined by using the rate listed for a similar piece of equipment or by proportioning a rate listed so that the capacity, size, horsepower, and age are properly considered.

For equipment for which there are no comparable in the Rental Rate Blue Book, Volume 1, 2, or 3, the monthly rate shall be reasonable, but not more than 5 percent of the current list price, or invoice, of the equipment. The base hourly rate shall then be determined by dividing the monthly rate by 176 to which the sum of 20 percent will be added. The 20 percent includes adjustments and operating costs.

The rental rate for the foreman's transportation unit will be 7 dollars per hour, to which the sum of 20 percent will be added.

When leased or rented equipment is used on force account work, the hourly rate used in computation of payment will be the leased or rented rate, except that if the leased or rented rate exceeds the rental rate established by the Rental Rate Blue Book, the established rate determined from the Blue Book will apply. In either case, the Estimated

Operating Cost per Hour will be added to the appropriate hourly rate to which the sum of 10 percent will be added.

In all cases the "Estimated Operating Cost per Hour" includes all fuel, oil, lubricants, tires, parts, and other operating expendables such as truck and labor assigned to the truck for servicing the equipment.

The rental rates allowed herein include the cost of insurance covering usual insurable risks, including fire and theft. The OWNER will not be liable for losses which can be covered by insurance.

In no instance, however, will the OWNER pay, on a total project basis, equipment costs in excess of the equipment's original invoice cost plus any documented improvements to the piece of equipment. The CONTRACTOR shall furnish to the ENGINEER either original bills and invoices or a certification documenting the equipment's original invoice price plus improvements in any instance which equipment costs are being sought under this Subsection for a period in excess of 30 days.

## **15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

- 15.1 The date of beginning and the time for completion of the work are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.
- 15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. The CONTRACTOR shall have completed the work on or before the calendar date specified in the CONTRACT DOCUMENTS, or on or before a later date as extended by CHANGE ORDER. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.
- 15.3 If the CONTRACTOR finds it impossible for reasons beyond his control to complete the WORK by the date as specified in the CONTRACT DOCUMENTS or as extended by CHANGE

ORDER, he may make a written request to the ENGINEER for an extension of time setting forth therein the reasons he believes will justify the granting of his request. Requests for extensions of time shall be filed in writing by the CONTRACTOR with the ENGINEER. The CONTRACTOR'S plea that insufficient time was specified is not a valid reason for extension of time. If the OWNER and ENGINEER find that the WORK was delayed because of conditions beyond the control and without the fault of the CONTRACTOR, the OWNER may extend the time for completion in such amount as the conditions justify. An appropriate CHANGE ORDER will be issued for the granting of any time extensions and the extended time for completion shall then be in full force and effect the same as though it were the original time for completion.

- 15.4 Delays caused by weather or season conditions should be anticipated and will be considered as the basis for an extension of time only when the actual number of work days lost exceeds the number of workdays lost each month due to inclement weather as determined by the following schedule:



MONTH	NUMBER OF WORK DAYS LOST DUE TO WEATHER
January	9
February	8
March	8
April	8
May	5
June	5
July	4
August	4
September	5
October	6
November	6
December	8

A work day will be counted as lost if the CONTRACTOR'S efficiency is reduced by more than 50 percent on the critical item under construction at that time. Weekends and Holidays will not be counted as lost work days.

15.5 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted through CHANGE ORDER by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.5.1 If the CONTRACTOR fails to complete the work within the CONTRACT TIME or extension of time granted by CHANGE ORDER, the OWNER, if satisfied that the CONTRACTOR is carrying the work forward with reasonable progress, may allow him to continue in control of the work. It shall be necessary for the CONTRACTOR to make written application to the

OWNER to warrant such continuance. Payments to the CONTRACTOR for work performed and material furnished will be made.

- 15.5.2 For each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS, the amount for liquidated damages as specified in the BID will be deducted from any money due to the CONTRACTOR; provided, however, that the due amount shall be taken of any adjustment of completion dates granted.
- 15.5.3 Permitting the CONTRACTOR to continue and furnish WORK or any part of it after the date or dates of completion fixed for its completion or after which the date or dates to which completion may have been extended will in no way operate as a waiver on the part of the OWNER of any of its rights under the CONTRACT.
- 15.6 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.
  - 15.6.1 To any preference, priority or allocation order duly issued by the OWNER.
  - 15.6.2 To unforeseeable causes 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 abnormal and unforeseeable weather as defined in Section 15.4; and
  - 15.6.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

## **16. CORRECTION OF WORK**

- 16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

## **17. SUSPENSION OF WORK, TERMINATED AND DELAY**

17.1 The OWNER may at any time and without cause, suspend the WORK or any portion thereof for a period of not more than ninety (90) days of such further time as agrees upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

17.2 If the CONTRACTOR is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his SURETY a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and

indirect costs of completing the PROJECT, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

- 17.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.
- 17.4 Upon delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus a prorata share of their profit based on an independent audit of their records. The OWNER shall select and pay the auditor and all parties shall make their records available.
- 17.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by the arbitrators within sixty (60) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all work executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days notice to the OWNER and the ENGINEER stop the work until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or

extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of WORK.

- 17.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessary caused by the failure of the OWNER or ENGINEER.

## **18. PAYMENTS TO CONTRACTOR**

- 18.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimated. The OWNER shall retain ten percent (10%) of the amount of each payment until final completion and acceptance of all WORK covered by the CONTRACT DOCUMENTS. The OWNER at any time, however, after fifty percent (50%) of the WORK

has been completed, if he finds that satisfactory progress is being made, shall reduce retainage to five percent (5%) on the current and remaining estimates. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.

18.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site. This shall be verified by paid invoices.

18.3 Payment for materials stored offsite will be allowed in the following manner:

- Receipted bills or paid invoices must be presented with the partial pay estimate.
- Certificates of compliance with the specifications and plan details shall be provided with each pay estimate for the material which is paid for.
- Off-site storage area shall be identified and accessible for inspection.
- The price allowed for the stored materials shall not exceed 80% of the price of the delivered materials.
- Payment for unpaid bills will be limited to 40% of the total cost of the material. Upon proof of payment to the supplier for the materials, an additional 40% shall be paid. When the partial payment is made for the materials, such materials shall become the property of the OWNER but this does not relieve the CONTRACTOR of the responsibility for any loss or damage to such materials until they are incorporated into the work and the work is accepted.

18.4 All WORK covered by partial payment made shall thereupon become the sole property of the OWNER, but this provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the 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 terms of the CONTRACT DOCUMENTS.

18.5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the

CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.

- 18.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, material men, and furnishes or machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such 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 the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his SURETY, or any third party. In paying an unpaid bill of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.
- 18.7 Sales tax on all material shall be paid for by the Contractor. The cost of the tax shall be passed on to CARTA in the appropriate bid items. No separate compensation or waiver will be given for sales tax on this project.

## **19. ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

- 19.1 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 other than claims in stated amounts as may be specifically excepted by 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. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance Bond and Payment Bonds.

## **20. CONTRACT SECURITY**

20.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNERS with a Performance Bond and a Labor and Material Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the State of Tennessee in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the State of Tennessee in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, 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 of such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due not shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

## **21. ASSIGNMENTS**

21.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.



## **22. SEPARATE CONTRACTS**

- 22.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.
- 22.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.
- 22.3 If the performance of additional WORK by other CONTRACTORS or the OWNERS is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefore as provided in Sections 14 and 15.

## **23. SUBCONTRACTING**

- 23.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty CONTRACTORS.
- 23.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(S) ,in excess of fifty percent (50%) of the CONTRACT PRICE, without prior written approval of the OWNER.

Assignment of any portion of the work by subcontract must be approved in advance by the OWNER.

- 23.3 The CONTRACTOR shall be 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.
- 23.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.
- 23.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

## **24. ENGINEER'S AUTHORITY**

- 24.1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.
- 24.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspection may be made at the factory or fabrication plant of the source of material supply.
- 24.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 24.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

## **25. LAND AND RIGHTS-OF-WAYS**

- 25.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.
- 25.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.
- 25.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

## **26. GUARANTEE**

- 26.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR shall fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.
- 26.2 Nothing in the above intends or implies that this guarantee shall apply to work which has been abused or neglected by the OWNER.

## **SUPPLEMENTAL GENERAL CONDITIONS**

### **1. CONTRACT CHANGES**

Any proposed change in this contract shall be submitted to the Chattanooga Area Regional Transportation Authority for its prior approval.

### **2. GOVERNMENT INSPECTION**

The government shall have access to the site of construction and shall have the right to inspect all project works.

### **3. WAGE RATES**

Minimum wages to be paid on the construction project have been established by the U.S. Department of Labor and are shown on pages D1-4 to D1-5. These wage rates must be prominently posted at the construction site by the CONTRACTOR.

### **4. NOTICE TO CARTA OF LABOR DISPUTES**

Whenever the contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately give notice thereof, including all relevant information with respect thereto, to CARTA.

### **5. DISPUTES CLAUSE**

- a) All disputes concerning the payment of prevailing wage rates or classifications shall be promptly reported to CARTA for its referral to U.S. Department of Transportation (DOT) for decision or, at the option of CARTA, DOT referral to the Secretary of Labor. The decision of DOT or the Secretary of Labor as the case may be, shall be final.
- b) All questions relating to the application or interpretation of the Copeland Act, the Contract Work Hours Standards Act, the Davis-Bacon Act, or Section 13 of the Act shall be sent to FTA for referral to the Secretary of Labor for ruling or interpretation, and such ruling or interpretation shall be final.

### **6. CONVICT LABOR**

In connection with the performance of work under this contract the contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor. This does not include convicts who are on parole or probation.

## 7. OWNERSHIP OF DOCUMENTS

CARTA will retain ownership of all plans, specifications, and related documents.

## 8. PROTEST PROCEDURES

Protests concerning these instructions, the contract requirements, the specifications, the bidding procedures or the contract award, or any other request for explanation or clarification shall be submitted in writing and will include the following information:


1. The name of the protester;
2. The name and telephone number of the protester's contract person having responsibility; and
3. A complete statement of the ground of the protest with full documentation of the protester's claim.

Protests regarding the bid documents, specifications, instructions, or bidding procedure must be received by CARTA not less than ten (10) working days before the scheduled bid opening. Protest involving the award of the bid must be received by CARTA no later than five (5) working days after notification of the award of the bid.

## 9. REQUESTS

Requests for approved equals, clarification of specifications and protest of specifications must be received by CARTA, in writing, not less than ten (10) days before the scheduled bid opening. Any request for an approved equal or protest of the specifications must be fully supported with all necessary technical data, test results, or other pertinent information. CARTA's replies to requests will be postmarked at least five (5) days before the scheduled bid opening. The supplier must demonstrate the equality of his product to CARTA in order that CARTA may determine whether the supplier's product is or is not equal to that specified. Parties dissatisfied with the decision of CARTA may utilize the appeal procedure set forth in CARTA's Purchasing Policy.

**2023 HIGHWAY PREVAILING WAGE RATES**  
**Approved**

		
CLASSIFICATION	CRAFT NUMBER	2023
Blaster	1	26.29
Bricklayer	2	18.95
Carpenter/Leadsperson	3	24.35
Class "A" Operators	4	27.37
Class "B" Operators	5	24.99
Class "C" Operators	6	26.22
Class "D" Operators	7	24.71
Concrete Finisher	8	22.61
Drill Operator (Caisson)	9	38.56
Electrician	10	35.59
Farm Tractor Operator (Power Broom)	11	17.23
Ironworkers Reinforcing	12	23.00
Ironworkers (Structural)	13	22.45
Large Crane Operator	14	28.78
Mechanic (Class I) Heavy Duty	15	30.48
Mechanic (Class II) Light Duty	16	28.22
Painter/Sandblaster	17	35.05
Skilled Laborer	18	23.09
Survey Instrument Operator	19	29.44
Sweeping Machine (Vacuum) Operator	20	23.96
Truck Driver (2 axles)	21	22.63
Truck Driver (3/4 axles)	22	23.19
Truck Driver (5 or more axles)	23	27.97
Unskilled Laborer	24	20.69
Worksite Traffic Coordinator	25	27.59

Effective Date: January 1, 2023

**IMPORTANT NOTE:**

The general contractor and all subcontractors shall use the decision number on all payrolls sent to this office. Under the Prevailing Wage Laws of Tennessee, contractors and subcontractors are legally responsible for furnishing these payrolls. In order that our file of this decision number may be kept current, it is of the utmost importance to receive weekly payrolls which include this decision number.

# **CARTA General Contract Provisions**

## **A. Applicability**

The following requirements and conditions shall be considered as an essential part of specifications and proposals. This document will serve as the contract for the project once the bid is awarded. If there is another contract document the following shall be considered part of that contract.

## **B. Energy Conservation**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act pursuant to 42 USC 6321 and 49 CFR part 18.

## **C. Federal Changes**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current "Master Agreement" between CARTA and FTA as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## **D. Recycled Products**

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

## **E. No Government Obligation to Third Parties**

- (1) CARTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to CARTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with assistance provided by CARTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **F. Program Fraud and False or Fraudulent Statements & Related**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. §

# **CARTA General Contract Provisions**

1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## **G. Privacy Act**

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

## **H. Civil Rights Requirements**

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.



# **CARTA General Contract Provisions**

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **I. Incorporation of FTA Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CARTA requests which would cause CARTA to be in violation of the FTA terms and conditions.

## **J. Nondiscrimination - Title VI of the Civil Rights Act**

The Contractor and any subcontractor agree to comply with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and any implementing requirements FTA may issue.

The Contractor must include the above statement in any subcontract.

## **K. Interest of Member of, or Delegates to, Congress**

No member of, or delegate to, the Congress of the United States, shall be admitted to any share or part of this contract, or to any benefit arising therefrom.

## **L. Conflict of Interest**

The officers, employees or agents of the Chattanooga Area Regional Transportation Authority shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors, or parties to sub-agreements.

## **M. Prohibited Interests**

No employee, officer, board member, or agent of CARTA who is involved in, or is the supervisor of an employee who is involved in, contract specifications, solicitations, selection, or award, shall have any interests in this contract, or the proceeds thereof. In addition, no immediate family members or partners of an employee, officer, board member, or agent of CARTA who is involved in or is the supervisor of an employee who is involved in contract specifications, solicitations, selection, or award, shall have any interests in this contract, or the proceeds thereof. Nor shall any organization that employs or is about to employ an employee, officer, board member, or agent of CARTA who is involved in, or is the supervisor of an employee who is involved in, contract specifications, solicitations, selection, or award, shall have any interests in this contract, or the proceeds thereof. Finally, no organization that employs or is about to

# **CARTA General Contract Provisions**

employ any immediate family members or partners of an employee, officer, board member, or agent of CARTA who is involved in or is the supervisor of an employee who is involved in contract specifications, solicitations, selection, or award, shall have any interests in this contract, or the proceeds thereof.

## **N. Tax Exemption and Tax Issues**

CARTA is exempt from payment of all Federal, State, and local taxes. Said taxes must not be included in bid prices. CARTA will provide necessary tax exemption information upon request of Contractor after contract award. Contractor shall pay promptly all taxes, excises, license fees and permit fees of whatever nature, applicable to its operations hereunder and take out, pay for, and keep current all licenses, municipal, state, and federal, required for the conduct of its business pursuant to this contract, and further agrees not to permit any of the said taxes excises, or license fees to become delinquent.

## **O. Lawful Business Conduct**

The Contractor shall conduct its business and perform services pursuant to this contract in a lawful manner, and shall fully comply at all times with all federal, state, and local laws with its business operations.

## **P. Bid Rejection or Cancellation**

CARTA reserves the right to waive any minor bid informalities or irregularities which are not crucial to the bid or prejudice against other bidders and/or to reject, for compelling reasons, any and all bids submitted. CARTA may reject all bids or cancel the solicitation before opening if it is deemed by CARTA to be in its best interest to do so.

## **Q. Non-Collusion**

The bidder guarantees that the bid submitted is not a product of collusion with any other bidder and no effort has been made to fix the bid price for any bidder or to fix any overhead, profit or cost element of any bid price. An affidavit of Non-Collusion, as per attached format, must be signed and submitted with bid (Attachment A.)

## **R. Notices**

All notices required to be given to CARTA hereunder shall be given by Certified Mail, Return Receipt Requested to General Manager, CARTA, 1617 Wilcox Blvd., Chattanooga, TN 37406.

Bidder shall identify person and address to whom notices shall be given in the bid.

## **S. Independent Status of CARTA and Contractor**

The Contractor recognizes and acknowledges that neither it nor any of its employees are agents or servants of CARTA, and that Contractor is and shall remain an independent Contractor in the performance of all services hereunder.

## **T. Late Bids**

Bids received after the exact time set for opening are late bids and will not be considered for award, unless it is determined by CARTA that there was mishandling on CARTA's part.

## **U. Modifications and Withdrawals of Bids**

Bids may be withdrawn by written notice or telegram (including mailgram) received at any time before the exact time set for receipt of bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established as an authorized officer of the company and the person signs a receipt for the bid.

# **CARTA General Contract Provisions**

## **V. Period of Acceptance of Bids**

The bidder agrees, if this bid is accepted within 60 calendar days from the date specified in the solicitation for receipt of bids, to enter into a contract and/or furnish any or all items upon which prices are bid at the price set opposite each item, delivered at the designated points(s), within the time specified.

## **W. Bid Acceptance or Rejection**

CARTA may accept any bid or reject any or all bids (even after opening), or to award the contract on such basis as CARTA deems in its best interest.

## **X. Right Infringement**

Contractor agrees to save, keep, and hold harmless, and fully indemnify CARTA and its officers or agents from all damages, cost, or expenses in law or equity, that may at any time be claimed against CARTA for or in connection with any infringement of the patent, trademark, or other rights of any person or persons in the consequence of the use by CARTA, or any of its officers or agents, of any product or service supplied under the contract, arising from bids submitted, and any claim that the bidder did not have all necessary right and authority to sell the products or services to CARTA, provided CARTA gives the Contractor prompt notice in writing of any such claim.

## **Y. Firm Information for CARTA Bidder's List**

Fill out attachment B in entirety and return with proposal or bid. In addition, for EACH subcontractor, who may be working for your firm under this contract, copy and fill out sub-contractor information.

# CARTA General Contract Provisions

## Attachment A

### Affidavit of Non-Collusion

I hereby swear (or affirm) under penalty of perjury:

1. That I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
2. That the attached bid or bids has been arrived at by the bidder independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or service described in the invitation to bid, designed to limit independent bids or competition;
3. That the contents of the bid or bids has not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

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

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

Proposers E.I Number \_\_\_\_\_  
(number used on employers Quarterly Federal Tax Return)

# CARTA General Contract Provisions

Attachment B (page 1 of 2)

## Firm Information for CARTA Bidders List

### 1. Prime Contractor Information

- a. Firm Name \_\_\_\_\_
- b. Age of Firm \_\_\_\_\_  
(number of years doing business under current name and or incorporation)
- c. Firm' Annual Gross Receipts (most recent completed/audited year) \_\_\_\_\_
- d. Name of Project Proposal was submitted for \_\_\_\_\_

### 2. Subcontractor Information

#### *Subcontractor 1*

- a. Firm Name (Subcontractor 1) \_\_\_\_\_
- b. Age of Firm \_\_\_\_\_  
(number of years doing business under current name and or incorporation)
- c. Firm' Annual Gross Receipts (most recent completed/audited year) \_\_\_\_\_
- d. Name of Project Proposal was submitted for \_\_\_\_\_

#### *Subcontractor 2*

- a. Firm Name (Subcontractor 2) \_\_\_\_\_
- b. Age of Firm \_\_\_\_\_  
(number of years doing business under current name and or incorporation)
- c. Firm' Annual Gross Receipts (most recent completed/audited year) \_\_\_\_\_
- d. Name of Project Proposal was submitted for \_\_\_\_\_

#### *Subcontractor 3*

- a. Firm Name (Subcontractor 3) \_\_\_\_\_
- b. Age of Firm \_\_\_\_\_  
(number of years doing business under current name and or incorporation)
- c. Firm' Annual Gross Receipts (most recent completed/audited year) \_\_\_\_\_
- d. Name of Project Proposal was submitted for \_\_\_\_\_

# CARTA General Contract Provisions

Attachment B (page 2 of 2)

## Firm Information for CARTA Bidders List

### *Subcontractor 4*

- a. Firm Name (Subcontractor 4) \_\_\_\_\_
- b. Age of Firm \_\_\_\_\_  
(number of years doing business under current name and or incorporation)
- c. Firm' Annual Gross Receipts (most recent completed/audited year) \_\_\_\_\_
- d. Name of Project Proposal was submitted for \_\_\_\_\_

### *Subcontractor 5*

- a. Firm Name (Subcontractor 5) \_\_\_\_\_
- b. Age of Firm \_\_\_\_\_  
(number of years doing business under current name and or incorporation)
- c. Firm' Annual Gross Receipts (most recent completed/audited year) \_\_\_\_\_
- d. Name of Project Proposal was submitted for \_\_\_\_\_

### *Subcontractor 6*

- a. Firm Name (Subcontractor 6) \_\_\_\_\_
- b. Age of Firm \_\_\_\_\_  
(number of years doing business under current name and or incorporation)
- c. Firm' Annual Gross Receipts (most recent completed/audited year) \_\_\_\_\_
- d. Name of Project Proposal was submitted for \_\_\_\_\_

### *Subcontractor 7*

- a. Firm Name (Subcontractor 7) \_\_\_\_\_
- b. Age of Firm \_\_\_\_\_  
(number of years doing business under current name and or incorporation)
- c. Firm' Annual Gross Receipts (most recent completed/audited year) \_\_\_\_\_
- d. Name of Project Proposal was submitted for \_\_\_\_\_

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### **CARTA Internal Use Only**

Procurement Officer determine status:

- 1. CARTA/TN UCP DBE (Y/N) \_\_\_\_\_
- 2. Included on Bidder List (date) \_\_\_\_\_

# **CARTA Special Contract Provisions**

## **1. Applicability**

The following requirements and conditions shall be considered as an essential part of specifications and proposal. This document will serve as the contract for the project once the bid is awarded. If there is another contract document the following shall be considered part of that contract.

## **2. Davis-Bacon Act**

### **(1) Minimum wages**

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

(C) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iii) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that

## **CARTA Special Contract Provisions**

the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(iv) (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(iv) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

### **(2) Withholding**

CARTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers,



## **CARTA Special Contract Provisions**

employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, CARTA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### **(3) Payrolls and basic records**

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to CARTA for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;

## **CARTA Special Contract Provisions**

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

### **(4) Apprentices and trainees**

(i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program

## **CARTA Special Contract Provisions**

shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

## **CARTA Special Contract Provisions**

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(11) The contractor will submit to CARTA, with every request for payment, copies of the payroll records as required by this act as well as a signed statement as supplied in attachment 1. This is also required for all subcontractors and it is the responsibility of the prime contractor to gather and submit payroll records and statements from subcontractors for submission to CARTA.

### **3. Buy America Requirements**

## **CARTA Special Contract Provisions**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR §200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information, please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

### **4. Lobbying**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Attachment 10 must be filled out and returned to CARTA with the bid or proposal.

### **5. Access to Records and Reports**

The following access to records requirements apply to this Contract:

1. The Contractor agrees to provide CARTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator

## **CARTA Special Contract Provisions**

or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. The Contractor shall make available records related to the contract for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) to the CARTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until CARTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

### **6. Contract Work Hours**

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - CARTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other

## **CARTA Special Contract Provisions**

Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

### **7. Contract Safety Standards**

Contract Work Hours and Safety Standards Act - (i) The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, " Safety and Health Regulations for Construction " 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

The Contractor will be required to abide by CARTA's Agency Safety Plan. This includes providing a safety plan for this project.

Subcontracts - The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A

person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

### **8. Default and Termination**

#### **1. General Termination Provisions-Transportation Services, Professional Services, Supplies, Other Services, Service, and Transit Services Contracts.**

a. Termination for Convenience

## **CARTA Special Contract Provisions**

CARTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in CARTA's best interest. The Contractor shall be paid its fees or its costs, and profit on work performed up to the time of termination, but no unearned profit or fees on work not yet performed. The Contractor shall promptly submit its termination claim to CARTA to be paid the Contractor. If the Contractor has any property in its possession belonging to the CARTA, the Contractor will account for the same, and dispose of it in the manner the CARTA directs.

### **b. Termination for Default**

If the Contractor refuses or fails to prosecute the work or any separable part with the diligence that will insure its completion within the time specified in this contract or any extension, or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, CARTA may terminate this contract for default. CARTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the CARTA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to CARTA resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by CARTA in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of CARTA, acts of another Contractor in the performance of a contract with CARTA, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within [10] days from the beginning of any delay, notifies CARTA in writing of the causes of delay. If in the judgment of CARTA, the delay is excusable, the time for completing the work shall be extended. The judgment of CARTA shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses if, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of CARTA.

### **c. Opportunity to Cure**

CARTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of



## **CARTA Special Contract Provisions**

termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to CARTA's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from CARTA setting forth the nature of said breach or default, CARTA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude CARTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

### **d. Waiver of Remedies for any Breach**

In the event that CARTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by CARTA shall not limit CARTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

## **9. Clean Water Requirements**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA or CARTA.

## **10. Clean Air and Excluded Facilities**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to CARTA and understands and agrees that CARTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The contractor also agrees to comply with the provisions of 40 CFR Part 15 which prohibits the use of facilities included on the EPA list of violating facilities.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with assistance provided by CARTA.

## **11. Debarment (Suspension from Gov't Purchases)**

## **CARTA Special Contract Provisions**

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, CARTA may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to CARTA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact CARTA for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by CARTA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions (subcontracts) and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the

## **CARTA Special Contract Provisions**

ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, (CARTA) may pursue available remedies including suspension and/or debarment.

10. Contractor must complete Attachment 12 and submit it to CARTA with the bid or proposal.

### **12. Breaches and Dispute Resolution**

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of CARTA. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to CARTA. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the CARTA shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by CARTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between CARTA and the Contractor arising out of or relating to this agreement or its breach will be decided by a court of competent jurisdiction in the Hamilton County, Tennessee.

### **13. Disadvantaged Business Enterprises – Purchases other than Revenue Vehicles**

CARTA has an active DBE program required and authorized by the Federal Transit Administration. CARTA attempts to hire contractors and subcontractors that represent the community that CARTA serves. CARTA has consistently been able to achieve DBE participation using race neutral measures and expects its contractors to strongly attempt to achieve the same or better.

#### Contract Assurance

## **CARTA Special Contract Provisions**

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as CARTA deems appropriate.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime contractor receives from CARTA. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of CARTA. This clause applies to both DBE and non-DBE subcontractors.

Sanctions/consequences of noncompliance with the prompt payment clause may include:

1. Requiring documentation of all payment to subcontractors for all previous payments from CARTA to the prime contractor before any future payments from CARTA to the prime contractor are made.
2. Termination of contract for Default
3. Inability of prime contractor to bid on any future CARTA contracts.

CARTA will ensure that the prompt payment clause of the contract is enforced by:

1. Requiring prime contractors (in sub-contracts in excess of \$10,000, to provide subcontractors with all contract provisions, including the prompt payment provision.) Essentially, ensuring that subcontractors are knowledgeable of the prompt payment requirement.
2. Informing contractors at the pre-construction meeting that CARTA will be monitoring the prompt payment clause of the contract by requiring the subcontractors to file a final certified payroll report upon completion of a subcontractor's portion of the contracted work. After the final certified payroll report has been filed, CARTA will send a letter via e-mail to the subcontractor to verify that the subcontractor has received prompt payment of what is owed from the prime contractor, including retainage.
3. If CARTA is contacted by a subcontractor regarding possible violation of the prompt payment clause by the prime contractor we will make inquiries to the prime contractor. Depending on the response from the prime contractor, CARTA may implement the sanctions/consequences listed in the above section.

### **Legal and Contract Remedies**

In the event a prime contractor fails to comply with its stated contract goals, and cannot show that a good faith effort has been made to do so, CARTA shall initiate the following actions:

## **CARTA Special Contract Provisions**

1. If any findings are discovered during the process of fulfilling the contract are deemed to be fraudulent or dishonest conduct in connection with the DBE program, CARTA will notify the Department of Transportation's Inspector General, who in turn under 49 CFR 26 may sanction criminal prosecution, action under suspension and debarment or Program Fraud and Civil Penalties rule provided in 26.109.
2. CARTA will also consider similar action under our own legal authorities, including responsibility determination in future contracts. Such actions can include termination for default or prohibition from bidding on future CARTA contracts.

### **Monitoring and Enforcement Mechanisms**

Prime contractors must maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of CARTA or DOT. This requirement also extends to any certified DBE subcontractor.

We will maintain a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

### **DBE Financial Institutions**

CARTA encourages all prime contractors to use the financial service institutions owned and controlled by socially and financially disadvantaged groups. CARTA maintains a list of such institutions and will provide it to any contractors interested in utilizing them.

All prime contractors will include the above statements in this section in all subcontracts over \$10,000.

### **14. Equal Employment Opportunity for Construction Contracts.**

The Contractor agrees to comply with all applicable EEO requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and any Federal statutes, executive orders, regulations, and Federal policies pertaining to construction undertaken as part of the Project.

The contractor will also insert this provision in all its sub-contracts.

### **15. Subcontracting and Assignment**

Contractor shall not assign, sublet, pledge or transfer its rights under this Agreement, in whole or in part, nor delegate or subcontract any of its duties or obligations under this

## **CARTA Special Contract Provisions**

Agreement nor grant any licenses or concessions hereunder, without the prior written approval of CARTA's Executive Director. Such approval may be withheld at the sole discretion of CARTA.

Notwithstanding the foregoing, Contractor may enter into subcontracts with other parties to perform specific tasks or portions of the work required under this contract, but Contractor may not assign or transfer Contractor's obligations to CARTA for the overall management, oversight, and completion of the work required hereunder.

### **16. Additional Contractor's Insurance Requirements**

- a. The Contractor shall obtain, maintain, and pay the premiums for insurance policies of the types and in the limits of not less than the following:
    - 1) (a) Worker's Compensation and (b) Employer's Liability Insurance endorsed with a Broad Form All States Coverage, which shall cover all the Contractor's Employees engaged in the performance of the work.
    - 2) Comprehensive General Liability Insurance Coverage with limits not less than required by the Umbrella Liability Insurance below and covering at least:
      - (a) Operations – Premised Liability
      - (b) Independent Contractor's Liability
      - (c) Broad Form Contractor's Liability covering the Contractor's obligations
      - (d) Products Liability
      - (e) Completed Operations Liability
      - (f) Personal Injury Liability including claims arising from employees of the Contractor
      - (g) Broad Form Property Damage Liability
      - (h) Builders Risk Insurance, to the extent not covered by the foregoing.
    - 3) Comprehensive Automobile Liability Insurance covering all owned, hired, and non-owned automobiles required by Umbrella Liability Insurance below.

Excess and Umbrella Liability Insurance in excess of 1)(b), and 2) above and not less than \$1,000,000.

  - 4) Contractor shall also obtain and maintain other policies of insurance of the types and limits that contractor deems sufficient for its own protection.
- b. All Such insurance as indicated above shall be provided by insurance companies having a Best's rating of not less than A: XII, as shown in the current issue of Best's Key Rating Guide, Property-Casualty.

## **CARTA Special Contract Provisions**

- c. Proof that such insurance coverage exists shall be furnished to CARTA in the form of certificates from the insurance companies before the Contractor commences any portion of the contracted work.

CARTA shall be endorsed as an additional insured under such policies.

Such certificates and/or endorsements shall provide that 30 days' notice in writing shall be given to CARTA prior to any change or cancellation of underlying policies.

- d. The Contractor and all of its insurers shall waive all rights of recovery or subrogation against CARTA and its insurance companies.
- e. The Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 and those of all applicable State Acts, Laws, or Regulations during the conduct of and the Contractor's performance of this Contract. The Contractor shall indemnify CARTA for fines, penalties, and corrective measures that result from the acts of commission or omission of the Contractor, its subcontractors, if any, agents, employees and assigns and their failure to comply with such safety rules and regulations.
- f. CARTA will give to the Contractor prompt notice in writing of the institution of any suit or proceeding and permit the Contractor to defend the same, and will give all needed information, assistance, and authority to enable the Contractor to do so. The Contractor shall similarly give CARTA immediate notice of any suit or action filed or prompt notice of any claim arising out of the performance of the Contract. The Contractor shall furnish immediately to CARTA copies of all pertinent papers received by the Contractor.
- g. The Contractor shall require its subcontractors, if any, to obtain an amount of insurance coverage which is deemed adequate by the Contractor. The Contractor shall be liable to the extent that the subcontractor insurance coverage is inadequate. The subcontractors, prior to commencing any of the work, shall submit certificates evidencing such insurance coverage to the Contractor.
- h. CARTA reserves the right to inspect, in person, prior to commencement of the work, all of the Contractor's insurance policies in regard to insurance required herein.

### **17. Award Based on Initial Proposals**

Awards to proposers may be made, at CARTA's sole discretion, without discussion of proposals with proposers. Proposals should be submitted initially on the most favorable terms possible, from a price and technical standpoint.

### **18. Metric System.**

## **CARTA Special Contract Provisions**

The contractor understands that the Federal government, the USDOT or the FTA may issue guidelines, policies, or regulations requiring metric measurements in this project as may be required by 15 USC 205a (The Metric Conversion Act of 1975) and or Executive order 12770. CARTA may, to the extent it deems practicable and feasible, agree to accept products and services with dimensions expressed in the metric system.

### **19. Liabilities against CARTA**

The contractor agrees to indemnify, defend and hold CARTA harmless from any and all claims and lawsuits by third parties (including, but not limited to, employees and agents of CARTA and the contractor), including the payment of all damages, expenses, penalties, fines, costs, royalties, charges and attorneys' fees incurred by CARTA which arise out of, or relate to contractors performance of the work required under this contract, whether concerning personal injury (or death), damage to property, or any other type of loss or claim, whether these claims or lawsuits are based upon negligence, intentional misconduct, breach of warranty, strict liability in tort, any failure by the contractor to comply with any laws pertaining to the contract documents, the use of patent appliances, products or processes, or any breach by the contractor of any of its other duties, representations, covenants, or the agreements in the contract documents. The contractor will defend all suits brought upon all such claims and lawsuits and will pay all costs and expenses incidental thereto, but CARTA shall have the right, at its option, to participate in the defense of any suit, without relieving the Contractor of any of its obligations hereunder.

### **20. Order of Precedence - Proposal**

In the event of inconsistency between provisions of this solicitation prior to the parties entering into a contract, the inconsistency will be resolved by giving precedence in the following order: 1) the CARTA project completion timeline for performance as set forth in the solicitation (if any); 2) solicitation instructions and technical specifications, if included; 3) CARTA General Contract Provisions, CARTA Special Contract Provisions, and CARTA Additional Special Contract Provisions which are included in the solicitation documents; and 4) in the event of any inconsistencies between the technical specifications and a written request for approval that has been approved by CARTA, the request for approval will have precedence.

### **21. Order of Precedence – Contract**

In the event of inconsistency between various documents that constitute the contract, the inconsistency will be resolved by giving precedence in the following order 1) any modifications approved by CARTA after the contract was signed; 2) any contract documents CARTA executes to award the contract (such as a purchase order, letter of contract award, or negotiated contract signed by both parties); 3) the Contractor's proposal including any approved equals or modifications approved by CARTA; and 4) the solicitation.

### **22. Use of "CARTA's" Name in Contractor Advertising or Public Relations**



## **CARTA Special Contract Provisions**

The Contractor will not allow the CARTA logo(s) or any CARTA-related copy to be published in the Contractor's advertisements or public relations programs without CARTA's written approval and then only upon submitting such material to CARTA for review. The Contractor will agree that published information on CARTA or its services will be factual and in no way imply that CARTA endorsed the Contractor's firm, service, or product.

### **23. Protest procedures.**

Any bidder wishing to protest prior to or after the award of a contract must follow CARTA's protest procedures contained below. Deadlines in protest procedures must be adhered to otherwise CARTA will not consider the protest. In addition, the protest must include a statement that that it is a protest, otherwise it will not be considered a protest.

#### **Protest Procedures**

Protests concerning CARTA's purchasing policies, the contract requirements, the specifications, the bidding procedures, or the contract award, or any other request for explanation or clarification must be submitted in writing to CARTA's Executive Director and must include the following information:

- The name and address of the protester.
- The name and telephone number of the protester's contact person having responsibility.
- A complete statement of the grounds of the protest with full documentation of the protester's claim.

#### **a. Pre-award Protests**

Pre-award protests must be received by CARTA no less than ten (10) working days before the scheduled bid opening. CARTA will respond to the protest in writing and render its final decision at least five (5) working days prior to bid opening. CARTA will report such protests to the FTA regional office.

#### **b. Post-award Protests**

Post-award protests will be received no later than five (5) working days after notification of the award bid. CARTA will have ten (10) working days after receipt of the formal protest package to evaluate, and issue a response, except in cases where the original bid has been awarded by the Board. In such cases, the decision to protest will be handled at the next regularly scheduled Board meeting, following completion of the staff review of the protests. CARTA will report such protests to the FTA regional office.

#### **c. Appeals to FTA**

It is the responsibility of CARTA to settle contract issues and disputes. CARTA is committed to using good sound administrative practices and business judgments, as well as

## **CARTA Special Contract Provisions**

professional ethics. Reviews of protests by FTA will be limited to alleged failure by CARTA to have followed proper protests procedures, or its failure to review a complaint or protest. Protesters dissatisfied with CARTA's final decision may appeal to FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation.

### **24. Addenda Acknowledgement**

The bidder must submit with the Bid and Addenda Acknowledgement Form acknowledging receipt of all bid addenda issued by CARTA. Acknowledge receipt of addenda on Attachment 14.

### **25. Terms of Payment**

Payment for the specified items shall be net thirty (30) days after acceptance. Bidder should note any discounts for payment before thirty (30) days.

### **26. Freight**

Freight charges to the locations specified by CARTA, or to 1617 Wilcox Blvd. Chattanooga TN 37406 if not specified, must be included in bid price.

### **27. Bidders Checklist**

Bidders must fill out the bidders checklist in Attachment 15.

### **28. Safe Operation of Motor Vehicles**

#### ***Seat Belt Use***

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

#### ***Distracted Driving***

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

### **29. Notification to FTA**

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for

## **CARTA Special Contract Provisions**

the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying

Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

- (3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

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### **30. Violation and Breach of Contract**

#### **Rights and Remedies of the Agency**

The Agency shall have the following rights in the event that the Agency deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet

## **CARTA Special Contract Provisions**

to be performed;

3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include.

### **Rights and Remedies of Contractor**

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Agency, the Contractor expressly agrees that no default, act or omission of the Agency shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Agency directs Contractor to do so) or to suspend or abandon performance.

### **Remedies**

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

### **Disputes**

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of Agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Agency's authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Agency's authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Agency's direction or decisions made thereof.

# **CARTA Special Contract Provisions**

## Performance during Dispute

Unless otherwise directed by Agency, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

## Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Agency and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

## Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### **31. Veterans Hiring Preference**

Veterans Employment - Recipients of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

### **32. Americans with Disabilities Act (ADA)**

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible

## **CARTA Special Contract Provisions**

facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

## **CARTA Special Contract Provisions**

Attachment 1

**Davis Bacon Statement of Compliance – Submit to CARTA with Every Invoice for Every Payroll.**

**Required of prime and any subcontractors. Prime must obtain from subs for submission to CARTA.**

**Attach all payrolls associated with current invoice per Davis Bacon Requirements.**

1. The payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;
2. Each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

# CARTA Special Contract Provisions

## Attachment 2

### Buy America Certification for construction materials

#### Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of the Buy America Preference applicable to Federal financial assistance set forth in part I of subtitle A, Buy America Sourcing Preferences, of the Build America, Buy America Act included in the Infrastructure Investment and Jobs Act (Pub. L. 117–58) at division G, title IX, subtitle A, part I, sections 70912 through 70917.

Date\_\_\_\_\_

Signature\_\_\_\_\_

Company Name\_\_\_\_\_

The bidder hereby certifies that it cannot comply with the requirements of the Buy America Preference applicable to Federal financial assistance set forth in part I of subtitle A, Buy America Sourcing Preferences, of the Build America, Buy America Act included in the Infrastructure Investment and Jobs Act (Pub. L. 117–58) at division G, title IX, subtitle A, part I, sections 70912 through 70917.

Date\_\_\_\_\_

Signature\_\_\_\_\_

Company Name\_\_\_\_\_

Title\_\_\_\_\_



# CARTA Special Contract Provisions

## Attachment 10 Lobbying Certification

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_. Signature of Contractor's Authorized Official

\_\_\_\_\_. Name and Title of Contractor's Authorized Official

\_\_\_\_\_. Date

# CARTA Special Contract Provisions

## Attachment 12

### Certification Regarding Debarment, Suspension, and Other Responsibility Matters- -Primary Covered Transactions

(1) The prospective primary participant (potential contractor)  
\_\_\_\_\_certifies to the best of its knowledge and belief, that  
it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible,  
or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had  
a civil judgment rendered against them for commission of fraud or a criminal offense in  
connection with obtaining, attempting to obtain, or performing a public (Federal, State or  
local) transaction or contract under a public transaction; violation of Federal or State  
antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or  
destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a  
governmental entity (Federal, State or local) with commission of any of the offenses  
enumerated in paragraph (1)(b) of this  
certification; and

(d) Have not within a three-year period preceding this application/proposal had one or  
more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the  
statements in this certification, such prospective participant shall attach an explanation to  
this proposal.

The primary participant (potential contractor)  
\_\_\_\_\_certifies or affirms the truthfulness and  
accuracy of the contents of the statements submitted on or with this certification.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

---

#### CARTA Internal Use Only

Procurement Officer determine status:

1. Contractor listed on Excluded Parties Listing Service (EPLS) (Y/N) \_\_\_\_\_

# CARTA Special Contract Provisions

## Attachment 14

### Addenda Acknowledgement Form

#### Addenda received

Addendum No: \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum No: \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum No: \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum No: \_\_\_\_\_ Date Received: \_\_\_\_\_

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Addendum No: \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum No: \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum No: \_\_\_\_\_ Date Received: \_\_\_\_\_

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

# CARTA Special Contract Provisions

## Attachment 15

### Bidders Checklist

**This form must be completed and returned with the submission of bid documents. The bidder must use this checklist to help ensure all required certifications, affidavits, and documentation are provided. If the referenced attachment is not required, the bidder must right “N/A” in the check off space.**

Attachment / Document	Description	Bidder Check Off	CARTA Check off
CSCP 1	Davis Bacon Statement of Compliance		
CSCP 2	Buy America Certification for steel, iron, or manufactured products.		
CSCP 10	Lobbying Certification		
CSCP 12	Debarment, Suspension, and Other Responsibility Matters		
CSCP 14	Addenda Acknowledgement Form		
CGCP A	Affidavit of Non-Collusion		
CGCP B	Firm Information for CARTA Bidder’s List		

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

## **Tennessee State Contract Clauses**

### **Conflicts of Interest.**

The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract

### **Lobbying.**

The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352

### **Nondiscrimination.**

The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant

Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

#### **Public Accountability.**

If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

#### **Public Notice.**

All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee, Department of Transportation." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

#### **Records.**

The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

#### **Environmental Tobacco Smoke.**

Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn Code Ann. §§39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract."

(If the Federal Debarment and Suspension option is included in procurement documents, then this state Debarment and Suspension clause is not needed.)

#### **Debarment and Suspension.**

The Grantee certifies, to the best of its knowledge and believe, that the Selected Offeror:

- a. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

- b. has not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. has not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee will provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, the Selected Offeror is excluded or disqualified, or presently falls under any of the prohibitions of sections a-d.



**DETAILED SPECIFICATIONS**

**TABLE OF CONTENTS**

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1.0     ITEM 1 – MOBILIZATION	F-3
2.0     ITEM 2 – REMOVAL OF MATERIAL	F-5
3.0     ITEMS 3 - 10 – STRUCTURAL TIMBER	F-7

## **DETAILED SPECIFICATIONS**

### **GENERAL**

The Contractor is to understand that any work not specifically mentioned in the specifications, but which is necessary, either directly or indirectly, for the proper carrying out of the intent thereof, shall be required and applied, and he shall perform all such work just as if it were particularly delineated or described. The OWNER and the Manager of the Incline will cooperate, to the maximum extent possible, with the Contractor in the performance of the work required by these Specifications.

### **Description of Work**

In general, this project shall include the bridge member repairs on Trestle #1 and 2. More specifically, the project shall consist of new corbels, caps and stringers utilizing both owner and contractor furnished materials.

## **ITEM 1 – MOBILIZATION**

### **1.01 Description**

This work shall consist of the preparatory work and operations for the assembling and setting up necessary for the project, such as signs, shops, plants, storage areas, sanitary, facilities, moving in of personnel and equipment, incidentals to the project site, and any other facilities, as required by the specifications and special requirements of the contract, as well as by local or state laws and regulations.

The Contractor may utilize the existing rail to convey material, personnel, equipment, etc. to the work area. Any vehicle used on the rails must have a safety system and be in accordance with all applicable safety laws.

### **1.02 Materials**

The Contractor shall furnish all materials and furnishings required for this item. These materials and furnishings will not be considered as a part of the various items of completed contract.

### **1.03 Construction Requirements**

The Contractor shall provide all the tools, equipment, materials, labor and work for the construction and furnishings of the required facilities and services. All work under this item shall be performed in a safe and workmanlike manner.

### **1.04 Limitation**

The sum total of the two payments described in Item 1 and Item 2 under 1.06 will be limited to the amounts shown in the following table under "Maximum total of partial payments, = The balance of the amount bid, if any, will be paid as described in Item 3 under 1.06.

<b>Total Contract Amount</b>		<b>The Maximum Total of Partial Payments</b>
<b>More Than</b>	<b>Up to, Inclusive</b>	<b>Shall Be</b>
0	50,000	0
50,000	100,000	2,000
100,000	200,000	4,000
200,000	500,000	10,000
500,000	1,000,000	20,000
1,000,000	2,000,000	40,000
2,000,000	5,000,000	100,000

If the contract lump sum amount bid for mobilization exceeds the total shown in the table above for partial payments, the excess will be paid on completion of the project.

#### **1.05 Method of Measurement**

Work performance under this item will be measured as a unit, acceptable performed.

#### **1.06 Basis of Payment**

Mobilization will be paid for at the contract lump sum price, which shall include the cost of all items herein described.

The contract lump sum price for this item shall be payable to the Contractor as specified in Section 18 of the General Conditions and in accordance with the following schedule of partial payments.

1. One-half of the contract lump sum amount bid for mobilization or one half the amount shown in 1.04, whichever is less, will be released to the Contractor with the first estimate payable, but no sooner than 15 days after the start of work at the project site.
2. The second one-half of the contract lump sum bid for mobilization or the second one-half of the amount shown in 1.04, whichever is less, will be released with the first regular estimate after 10 percent of the original total contract amount including payments for delivered materials but excluding mobilization, is earned.
3. Upon completion of all work on the project, payment of any amount of the contract lump sum price for mobilization, in excess of the total amount shown in the table above for partial payment will be released.

Payment will be made under:

<b>Item</b>	<b>Unit</b>	<b>Description</b>
1	Lump Sum	Mobilization

## **ITEM 2 – REMOVAL OF MATERIAL**

### **2.01 Description**

This item consists of the removal and proper disposal of the creosoted timbers on the existing structures (including stringers and corbels) within the project limits and as designated for removal on plans.

### **2.02 Construction Requirements**

Creosoted timbers to be removed, shall be disposed of, off site, in accordance with the requirements and regulations of the State of Tennessee. The Contractor shall complete and supply to the Owner the certificate of compliance included in this section.

All designated reusable materials shall be removed, without damage, and stored within the project limits. Precautions shall be taken by the Contractor to prevent damage to the materials in storage.

Removal of the material shall be performed with sufficient care as to leave the remaining portion of the right-of-way undamaged. Further care shall be exercised to prevent materials from falling down the hillside causing subsequent damage to the existing structures downhill from the project limits. In case of damage to the existing track, Incline cars and structures, repair or replacement will be made at the Contractor's expense and to the approval of the Engineer.

### **2.03 Method of Measurement**

Removal of the material will not be measured for payment. Rather it will be a lump sum amount for removal of all items replaced in this project.

### **2.04 Basis of Payment**

Upon removal of all material from the site and the submission of the follow form, payment of the contract lump sum price for removal of material will be released.

Payment will be made at the contract unit price for:

<b>Item</b>	<b>Unit</b>	<b>Description</b>
2	Lump Sum	Removal of Material

Contract prices shall be full compensation for removal and storage or disposal of such items, including excavation and backfill incidental to their removal, and the custody, preservation, storage on the right-of-way, and disposal as provided herein.

**INCLINE RAILWAY UP LOOKOUT MOUNTAIN  
REHABILITATION WORK ON THE LOOKOUT MOUNTAIN INCLINE RAILWAY**

I, the undersigned, do hereby certify to Chattanooga Area Regional Transportation Authority that all creosoted timbers and residue removed from the Incline and transported away from the Incline's property, have been disposed of in the following manner (include the name of the disposal site or name of disposal facility, date of disposal, delivery invoice, and other relevant information regarding appropriate means of disposal):

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I further certify that these disposal procedures are in accordance with the Tennessee's Department of Health and Environment and Public Service Commission, and I will indemnify and hold harmless CARTA from any failure to properly complete such disposal.

**CONTRACTOR:**\_\_\_\_\_

**Signature:**\_\_\_\_\_ **Date:**\_\_\_\_\_

**(Contractor)**

The above named Contractor has acknowledged his above signature to me on this day.

**Witness**\_\_\_\_\_ **Date:**\_\_\_\_\_

(Notary Public)

## **ITEMS 3 - 10 – STRUCTURAL TIMBER**

### **3.01 Description**

These items shall include the repairs to the bridges in accordance with the plans. This includes the replacement of individual timber bridge components.

### **3.02 Materials**

Structural Timber shall be new Southern Pine Dense No. 1 Structural in accordance with the Southern Pine Inspection Bureau No. 65 with 12 pounds of creosote oil in accordance with AWPAs P2 and Chapter 17 of AREMA.

The Contractor shall be responsible for furnishing all hardware necessary for the successful completion of the project.

### **3.03 Construction**

AWPA's Standard M4-11 for the care of preservative-treated wood products shall be followed including the treatment of all cuts, holes, and abrasions.

Clamps shall be used on timber for the support of staging or other construction facilities and under no circumstances will temporary bolting, spiking or nailing to treated timbers be permitted.

The work when finished will provide solid bearing from the ties down through the stringers, corbels, caps, posts, and sills to the ground. The original profile shall not be changed unless as a defect correction specifically called for on the plans.

### **3.04 Method of Measurement**

Structural Timber will be measured per individual item. Corbels and stringers will be per each. Hardware necessary for the completion of the project such as bolts, nuts, washers, and spikes will not be measured for payment.

### **4.05 Basis of Payment**

The accepted quantity for payment will be made at the contract price bid for each item.

Contract prices for Structural Timber shall be full compensation for all materials, including all hardware, equipment and labor necessary to complete the work.

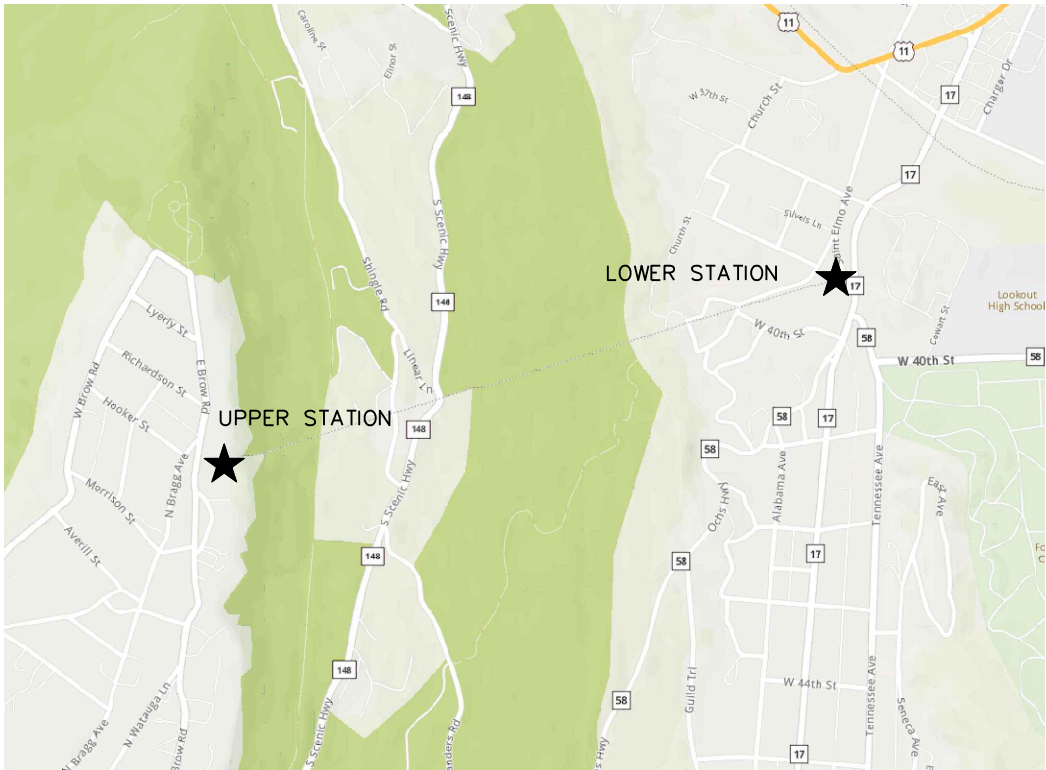
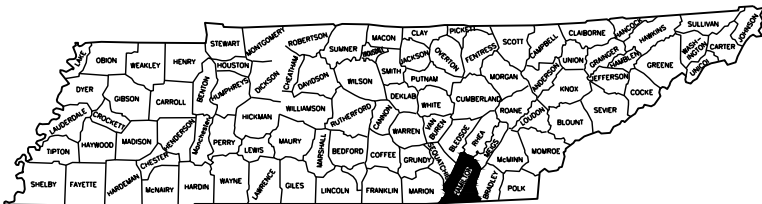
# INCLINE RAILWAY BRIDGE REHABILITATION PROJECT 2023 FOR THE INCLINE RAILWAY AT LOOKOUT MOUNTAIN AND CARTA - CHATTANOOGA AREA REGIONAL TRANSPORTATION AUTHORITY CHATTANOOGA, TENNESSEE

## INDEX OF DRAWINGS

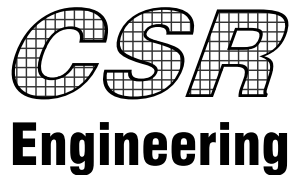
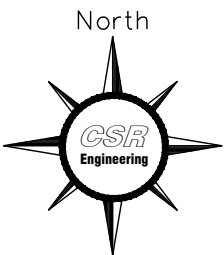
- 1. TITLE SHEET
- 2. OVERVIEW PLAN AND PROFILE
- 3. ESTIMATED QUANTITIES
- 4. TRESTLE 1 PROFILE AND TYP. BENT
- 5. TRESTLE 1 DETAILS
- 6. TRESTLE 2 PROFILE AND DETAILS



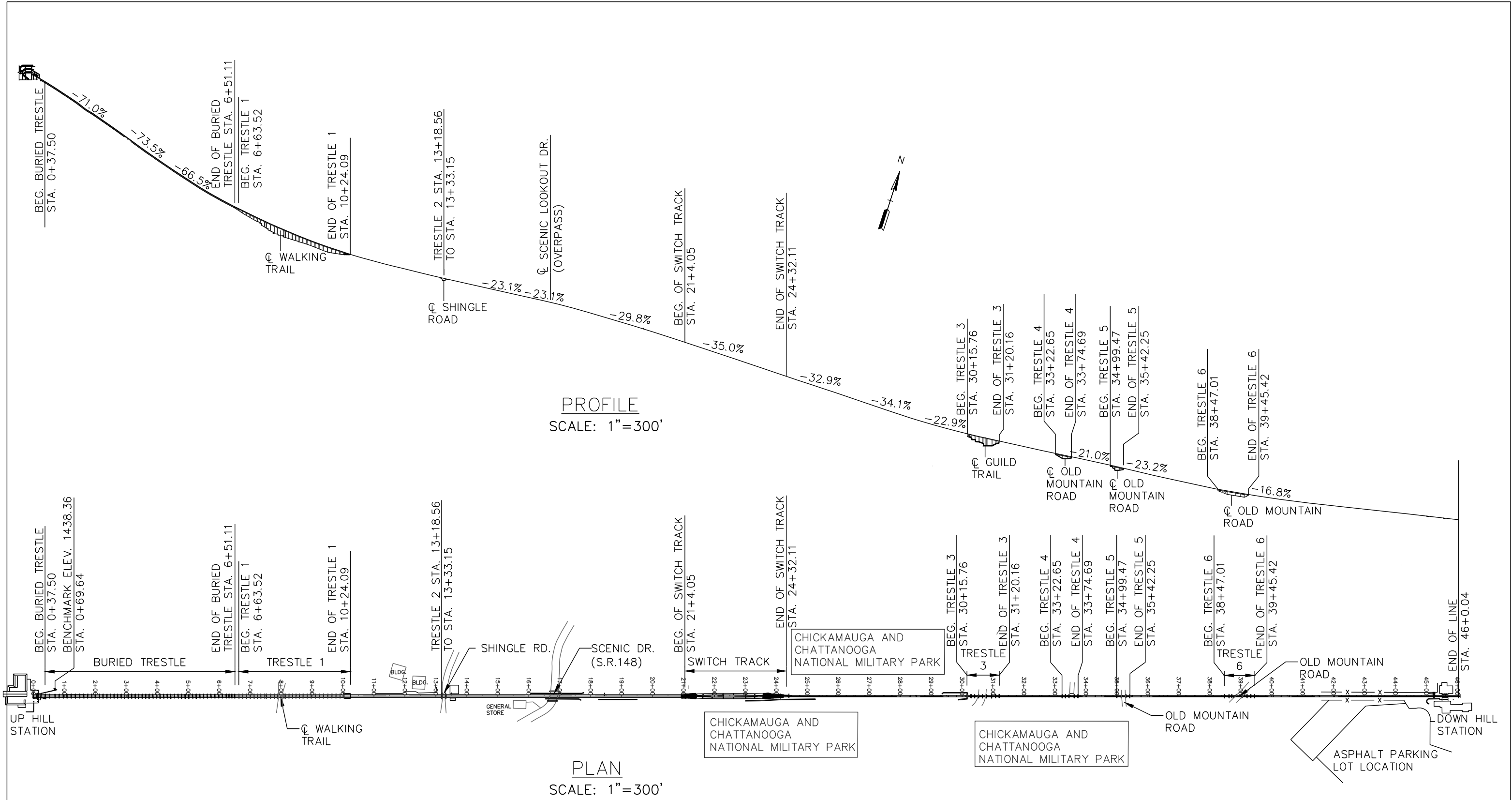
1617 WILCOX BOULEVARD  
CHATTANOOGA, TENNESSEE



LOCATION MAP







REV				DESCRIPTION				OVERVIEW PLAN AND PROFILE		
BY				DATE				INCLINE RAILWAY BRIDGE REHABILITAION PROJECT 2023 INCLINE RAILWAY AT LOOKOUT MOUNTAIN CARTA - CHATTANOOGA AREA REGIONAL TRANSPORTATION AUTHORITY CHATTANOOGA, TN		
DGN		CYH		VAL		SEC		MILE POST.		
CHK		SJC		FILE		11-090		DATE 8-23-2023		
SHEET NUMBER		2 OF 6		DRAWING		NUMBER				

GENERAL NOTES:  
SCOPE OF WORK

THE CONTRACTOR’S SCOPE OF WORK TO BE PERFORMED FOR THE INCLINE RAILWAY BRIDGE REHABILITATION PROJECT ON INCLINE RAILWAY AT LOOKOUT MOUNTAIN CONSISTS OF FURNISHING ALL EQUIPMENT, LABOR, MATERIALS, TOOLS AND SUPERVISION NECESSARY FOR THE TIMBER BRIDGE REPAIRS SHOWN IN THESE PLANS.

MISCELLANEOUS

THE CONTRACTOR WILL VERIFY ALL DIMENSIONS AND QUANTITIES PRIOR TO ORDERING MATERIAL OR CONSTRUCTION. ANY AND ALL SIGNIFICANT DISCREPANCIES FROM PLAN QUANTITIES OR DIMENSIONS WILL BE REPORTED TO THE ENGINEER IMMEDIATELY SO CORRECTIONS CAN BE MADE IN A TIMELY MANNER.

CERTIFICATIONS OF ALL MATERIALS AND SHOP DRAWINGS (CONCRETE, STEEL, GROUT, TIMBER, ELASTOMERIC PADS, PAINT, MIX DESIGNS, SHEAR CONNECTORS, ETC.) TO BE USED IN THE CONSTRUCTION OF THIS PROJECT WILL BE SUBMITTED TO THE ENGINEER PRIOR TO BEGINNING CONSTRUCTION.

ALL REUSABLE HARDWARE SHALL BE STORED AND PROTECTED AT THE CONTRACTOR’S EXPENSE. ANY DAMAGED, STORED MATERIALS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY AND REPLACED IN LIKE KIND BY THE CONTRACTOR UPON ENGINEER APPROVAL.

PROTECTION OF EXISTING RAILROAD

THE CONTRACTOR SHALL CONDUCT HIS WORK IN A MANNER THAT PROTECTS THE RAILROAD TRACKS AND PROPERTIES FROM ANY DAMAGE. THE WORK SHALL BE PERFORMED IN ACCORDANCE WITH REGULATIONS STIPULATED BY THE INCLINE RAILWAY SO AS TO MAINTAIN CLEARANCE AND NOT INTERRUPT TRAFFIC.

RIGHT – OF – WAY

ALL CONSTRUCTION ACTIVITIES WILL BE CONFINED WITHIN THE INCLINE RAILWAY RIGHT–OF–WAY UNLESS ARRANGEMENTS HAVE BEEN MADE BY THE CONTRACTOR, IN WRITING, WITH ADJOINING PROPERTY OWNERS.

IF ADDITIONAL STAGING ROOM OR SITE ACCESS IS REQUIRED, THE CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS, AND WILL FURNISH PROOF OF EASEMENTS TO THE ENGINEER.

ANY AREAS DISTURBED BY ANY DIRECT OR INDIRECT ACTION ASSOCIATED WITH CONSTRUCTION INCLUDING ALL SITE ACCESS ROADS, WILL BE RETURNED TO PRE–CONSTRUCTION CONDITIONS OR BETTER, AND/OR FINISHED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS, AT THE CONTRACTOR’S EXPENSE.

SAFETY

THE CONTRACTOR WILL BE REQUIRED TO CONFORM TO ALL OSHA SAFETY REGULATIONS REGARDING WORKER SAFETY.

THE CONTRACTOR IS RESPONSIBLE FOR ALL ASPECTS OF WORKER AND SITE SAFETY, AND WILL HAVE A RESPONSIBLE EMPLOYEE IN CHARGE ON SITE AT ALL TIMES DURING CONSTRUCTION.

OCCUPATION OR FOULING OF THE TRACK WILL ONLY TAKE PLACE IF THE CONTRACTOR HAS PERMISSION FOR TRACK TIME FROM THE RAILROAD, CONFORMING TO THE RAILROAD’S RULES.



SPECIFICATIONS

ALL MATERIALS AND WORKMANSHIP WILL BE AS PER PROJECT DOCUMENTS, SPECIFICATIONS, PLANS, THE LATEST EDITION OF THE AREMA MANUAL FOR RAILWAY ENGINEERING AND THE LATEST EDITION OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. IF THERE ARE ANY DISCREPANCIES BETWEEN ANY OF THE SPECIFICATIONS, THE MORE STRICT SPECIFICATION WILL GOVERN. THE ENGINEER SHOULD BE NOTIFIED IMMEDIATELY OF ANY POTENTIAL DISCREPANCY.

FURNISHED MATERIAL LIST			
ITEM	UNIT	TRESTLE 1	TRESTLE 2
STRINGERS – 6"x12"x12'-0"	EA	1	
STRINGERS – 6"x12"x13'-0"	EA	1	
STRINGERS – 6"x12"x19'-0"	EA		3
CORBELS – 12"x12¼"x5'-0"	EA	5	
CORBELS – 6"x12¼"x5'-0"	EA	3	

MATERIAL TO BE SUPPLIED BY CARTA

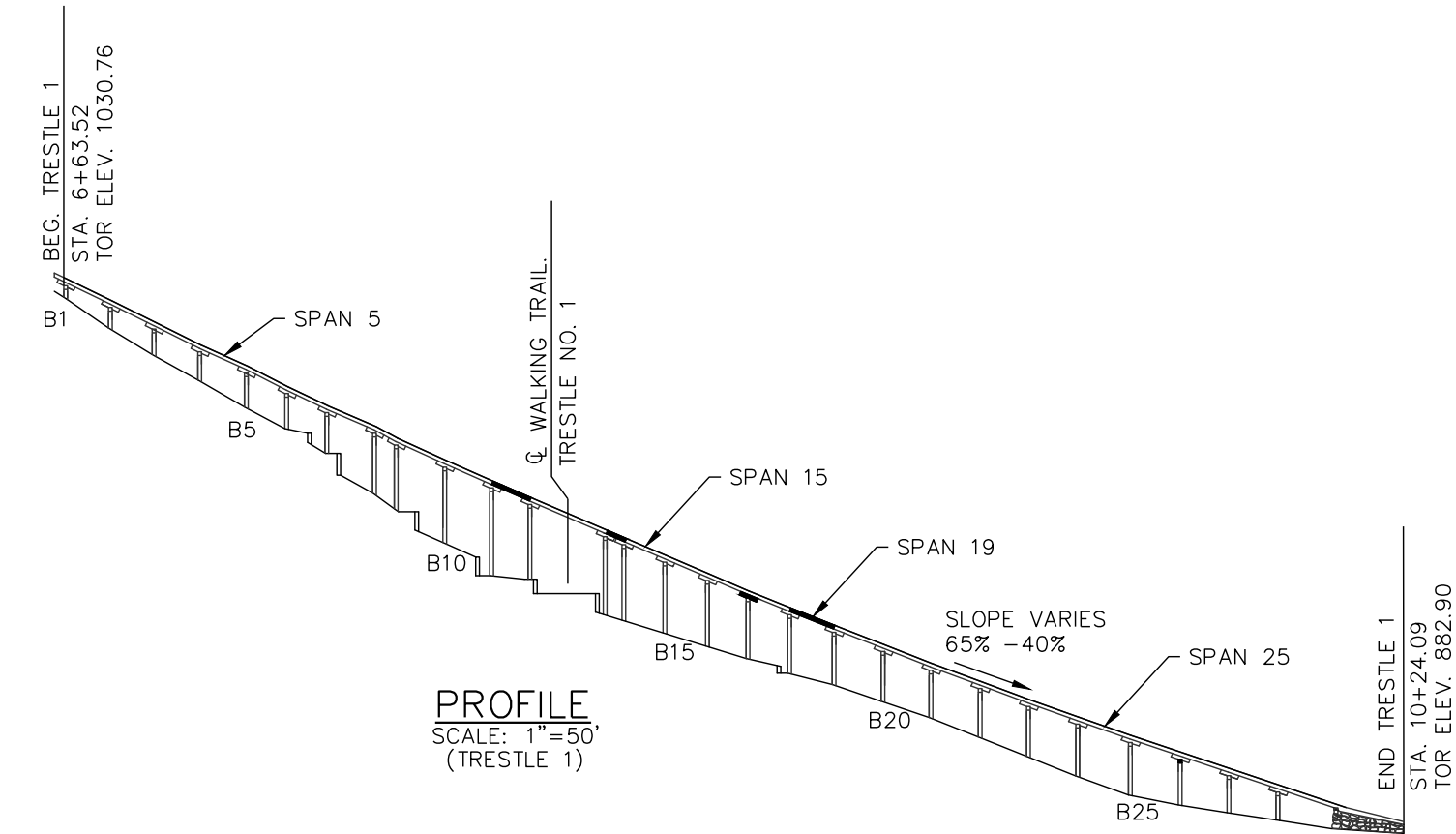
BILL OF MATERIAL		
ITEM	UNIT	TRESTLE 1
STRINGERS – 6"x12"x8'-0"	EA	1
CORBELS – 12"x12¼"x5'-0"	EA	3
TIMBER CAP – 10"x10"x15'-0"	EA	1
TIMBER SLIP CAP – 6"x10"x12'-0"	EA	1

REV	BY	DATE	DESCRIPTION		GENERAL PLAN & QUANTITIES			
					INCLINE RAILWAY BRIDGE REHABILITAION PROJECT 2023			
					INCLINE RAILWAY AT LOOKOUT MOUNTAIN CARTA –			
					CHATTANOOGA AREA REGIONAL TRANSPORTATION AUTHORITY			
					CHATTANOOGA, TN			
			DGN	CYH	VAL		SEC	MILE POST.
			CHK	SJC	FILE		11-090	DATE 8-23-2023
			SHEET NUMBER		3 OF 6		DRAWING NUMBER	

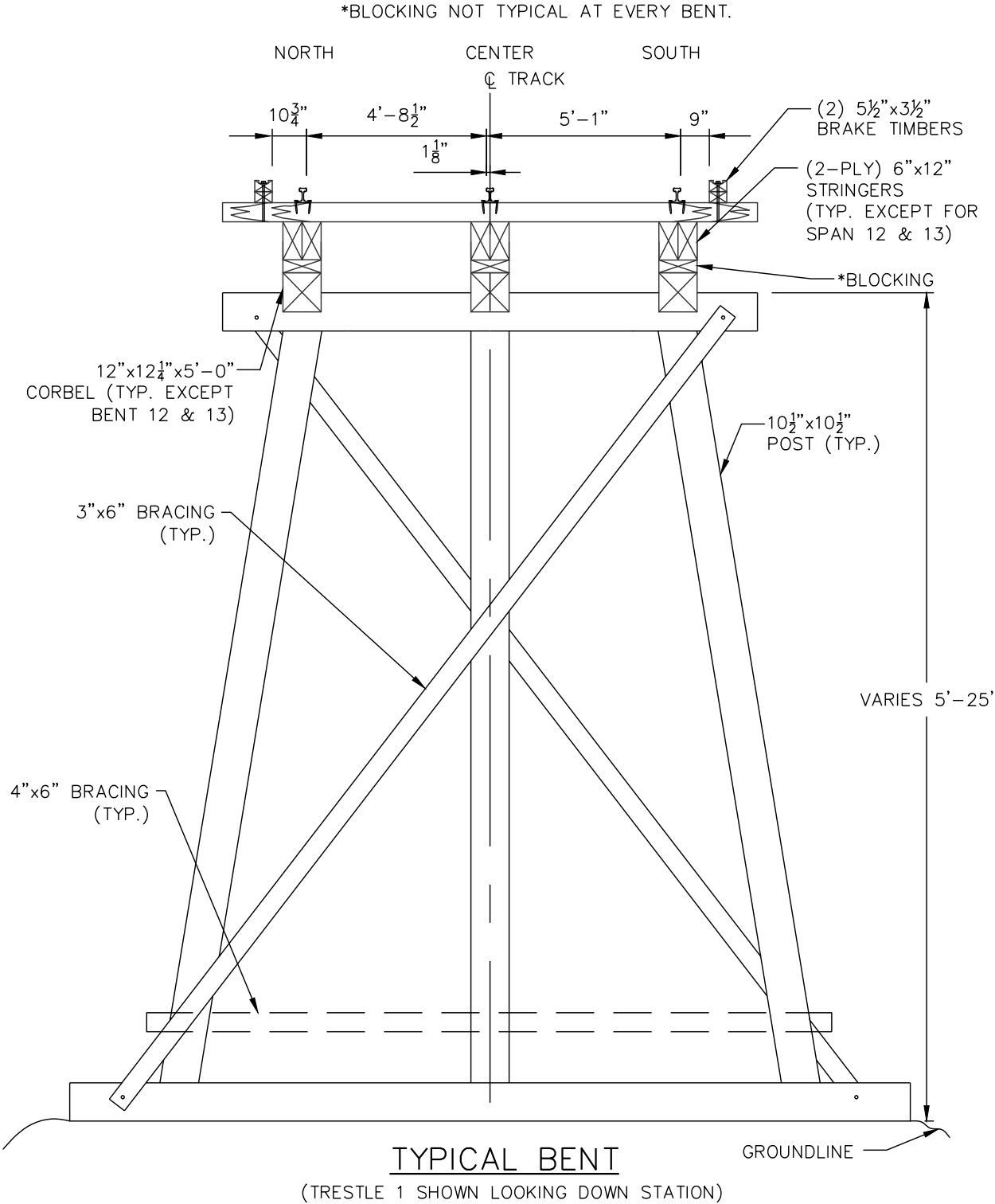
TRESTLE 1 – INSTALL (FURNISHED MATERIAL)					
SPAN / BENT#	STRINGERS		CORBELS		
	NORTH INSIDE	SOUTH CENTER	NORTH	CENTER	SOUTH
9					1
12	1 (12')		1*		
13			1*		1*
17					1
19		1 (13')			

\*REPLACE 12" & 6" WIDE CORBELS AT THESE LOCATIONS

TRESTLE 1 – FURNISH AND INSTALL				
SPAN / BENT#	STRINGER	CORBELS	CAP	SLIP CAP
	SOUTH CENTER	NORTH		
2		1		
7		1		
8		1		
14	1 (8')			
17				
26			1	
29				1



PROFILE  
SCALE: 1"=50'  
(TRESTLE 1)

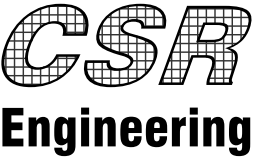


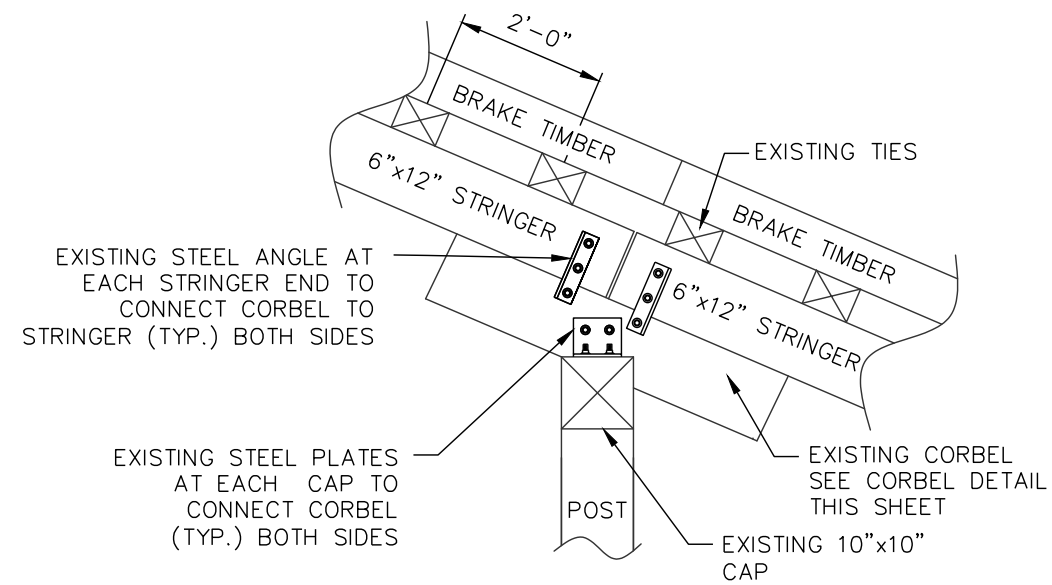
REV			BY			DATE			DESCRIPTION		
DGN			CYH			VAL			SEC		
CHK			SJC			FILE			11-090		
SHEET NUMBER			4 OF 6			DRAWING NUMBER					

TRESTLE 1 PROFILE AND TYP. BENT

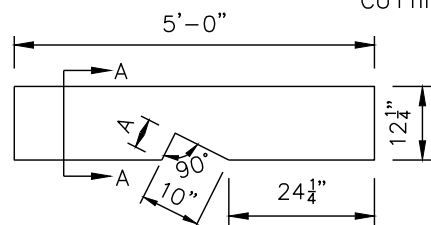
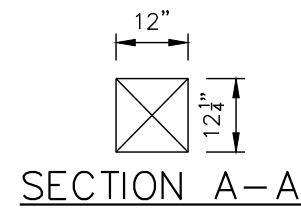
INCLINE RAILWAY BRIDGE REHABILITAION PROJECT 2023  
INCLINE RAILWAY AT LOOKOUT MOUNTAIN CARTA -  
CHATTANOOGA AREA REGIONAL TRANSPORTATION AUTHORITY  
CHATTANOOGA, TN

DGN	CYH	VAL	SEC	MILE POST.
CHK	SJC	FILE	11-090	DATE 8-23-2023
SHEET NUMBER	4 OF 6	DRAWING NUMBER		





TYP. PROFILE AT BENT

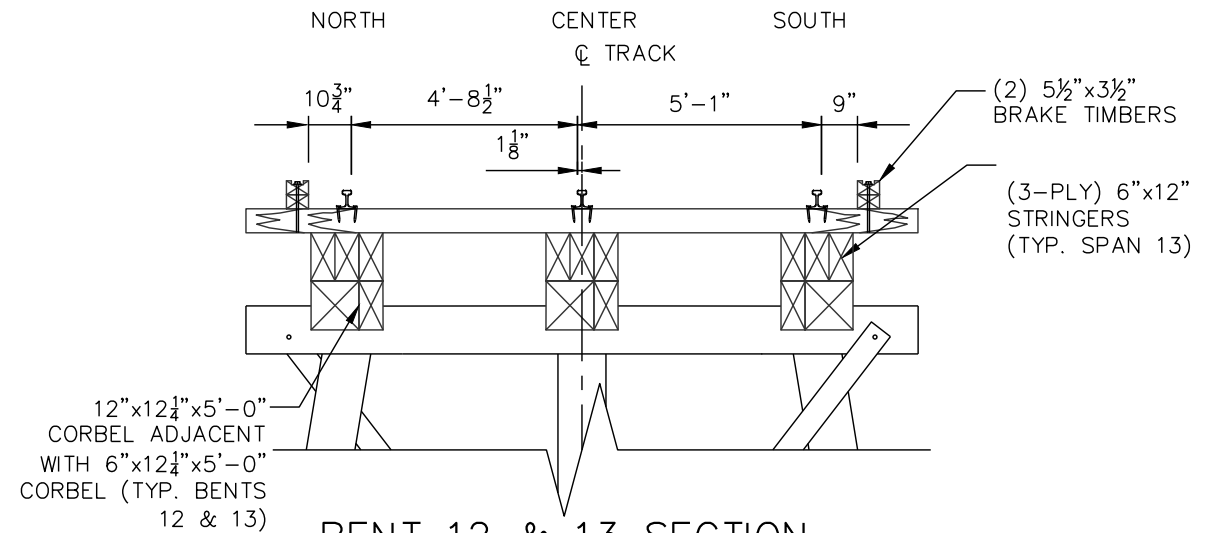


TYP. CORBEL DETAIL

NOTES:

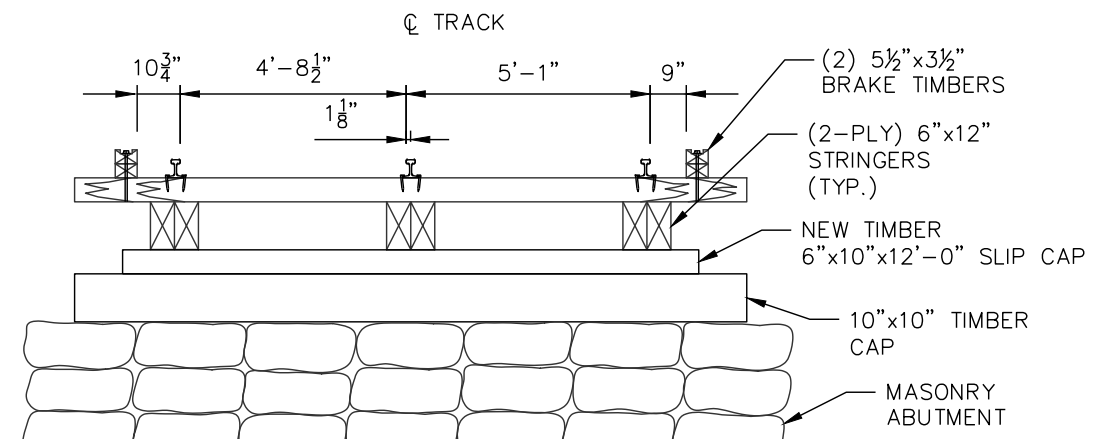
DIMENSION A: 3 1/2" - 6"

CONTRACTOR TO VERIFY DIMENSION PRIOR TO CUTTING.





BENT 12 & 13 SECTION

(TRESTLE 1 SHOWN LOOKING DOWN STATION)

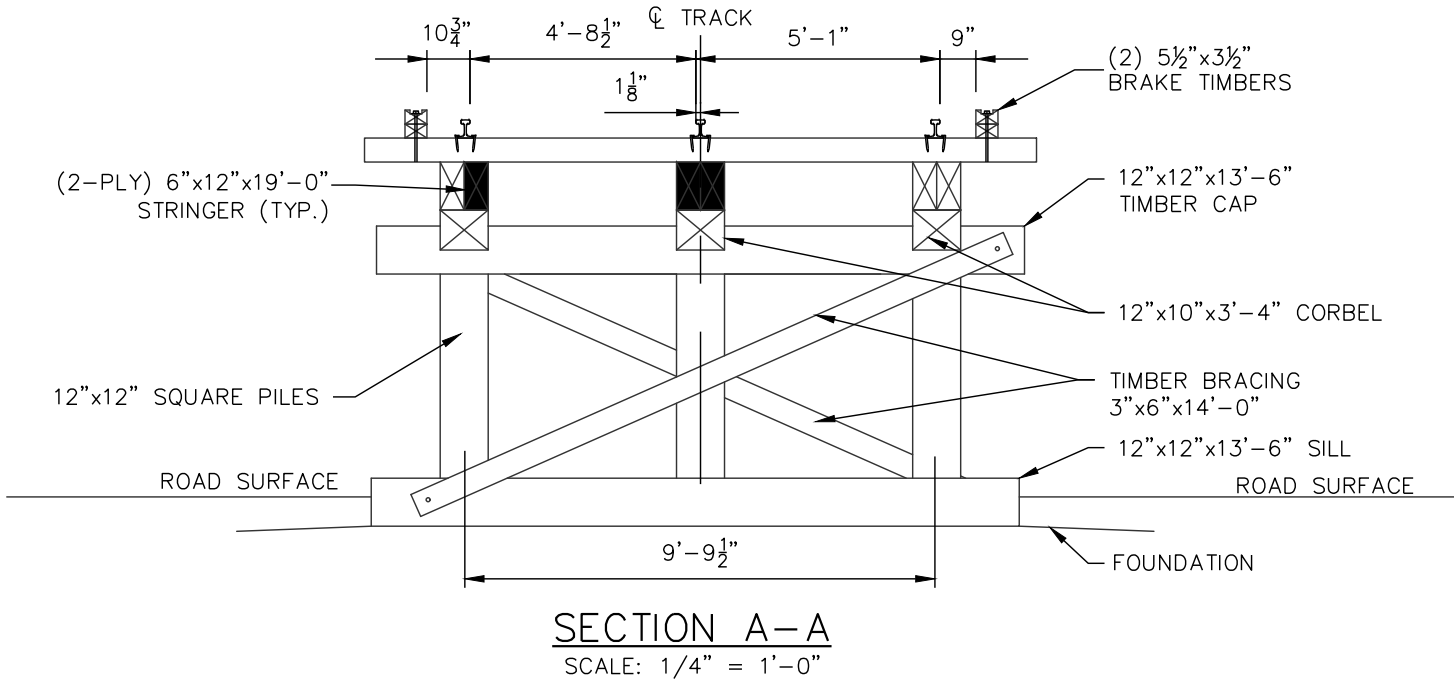
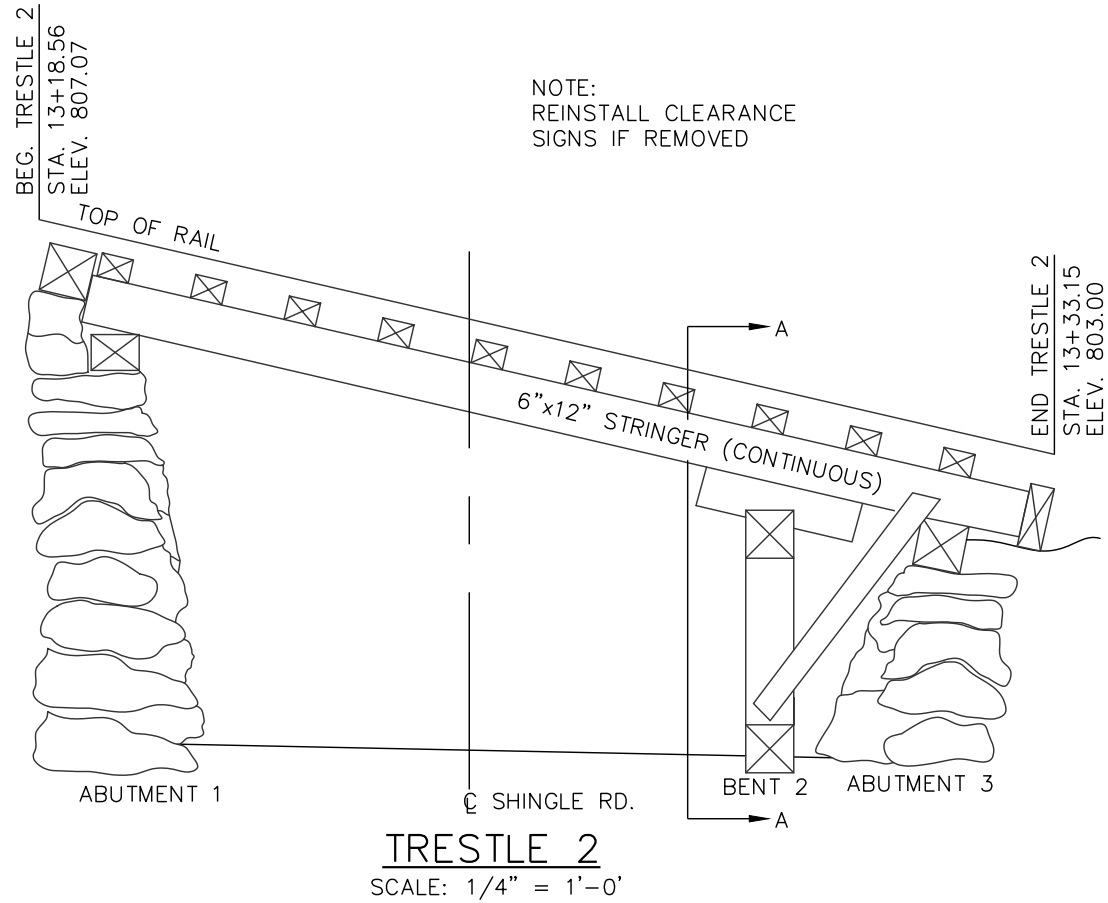




ABUTMENT 29 SECTION

(TRESTLE 1 SHOWN LOOKING DOWN STATION)

				TRESTLE 1 DETAILS				
REV	BY	DATE	DESCRIPTION					
							INCLINE RAILWAY BRIDGE REHABILITAION PROJECT 2023	
							INCLINE RAILWAY AT LOOKOUT MOUNTAIN CARTA -	
							CHATTANOOGA AREA REGIONAL TRANSPORTATION AUTHORITY	
							CHATTANOOGA, TN	
			DGN	CYH	VAL SEC	MILE POST.		
			CHK	SJC	FILE	11-090	DATE 8-23-2023	
			SHEET NUMBER		5 OF 6		DRAWING NUMBER	

TRESTLE 2 – INSTALL (FURNISHED MATERIAL)			
SPAN #	STRINGERS		
	NORTH CENTER	NORTH INSIDE	SOUTH CENTER
1 & 2	1 (19')	1 (19')	1 (19')



						TRESTLE 2 PROFILE AND DETAILS							
REV	BY	DATE	DESCRIPTION										
										INCLINE RAILWAY BRIDGE REHABILITAION PROJECT 2023			
										INCLINE RAILWAY AT LOOKOUT MOUNTAIN CARTA –			
										CHATTANOOGA AREA REGIONAL TRANSPORTATION AUTHORITY			
										CHATTANOOGA, TN			
					DGN	CYH	VAL SEC		MILE POST.				
					CHK	SJC	FILE 11-090		DATE 8-23-2023				
					SHEET NUMBER		6 OF 6		DRAWING NUMBER				