

S T A T E

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T E N N E S S E E

January 1, 2015

(Rev. 7-21-97)
(Rev. 8-30-13)
(Rev. 12/22/14)

SPECIAL PROVISION

REGARDING

PARTNERING

It is proposed to engage in partnering on this project to develop a more proactive, cooperative, and productive working relationship among the Contractor, Department, and other stakeholders. Specific objectives of the partnering activity are efficient performance and completion of the contract within budget, on schedule and in accordance with the plans and specifications.

Should the Contractor and the Department opt to engage in the partnering activity on this project, a partnering development and team-building workshop will be conducted within 30 calendar days after the effective date of the contract unless a later date is agreed upon by the participating parties. The cost of any agreed upon partnering activity will be shared equally by the Contractor and the Department.

The Department and the Contractor shall collectively identify and invite the stakeholders that are integral for project success to participate in the partnering sessions. These include but are not limited to all project participants (i.e., consultant personnel, subcontractors), utility companies, and other transportation entities (i.e., railroad, airport).

Commitment to the partnering activity, including a jointly selected partnering facilitator, will be by letter agreement signed by the Contractor and the Department's Director of Construction, or their designated representative. Once the letter agreement is executed, the Contractor shall negotiate an agreement, subject to approval by the Department, with the selected firm for the facilitator service which shall consist of a one or two day workshop, with at least two follow-up workshops to coincide with the project milestones listed in SP 105E, if deemed appropriate by the Contractor and the Department. The follow-up workshops may be informal if acceptable to both parties. Additionally, the Contractor shall make arrangements for workshop facilities at a "neutral" site, acceptable to both the Contractor and the Department, as near to this project as feasible. These arrangements also shall include any equipment and materials needed for the workshop. The selected facilitator must have conducted three (3) or more partnering workshops for highway construction projects in the past three (3) years.

As a part of this partnering process, a defined issue resolution/decision making process must be produced. This procedure will outline the decision making process from the field to headquarters. The outline will be utilized to expedite the decision making process, such that an issue does not remain unresolved for a substantial period of time. Also, project goals are to be identified and developed by the participants that are consistent with contractual obligations. The group should identify potential risks to the success of the project goals and develop a mitigation strategy, as well as identifying any opportunities for project enhancement or value engineering.

The number of attendees at the initial workshop is expected to range between 20 and 30. The contractor, Department, and other stakeholders, respectively, will be responsible for the travel and per diem costs, including room reservations, for their own personnel once the workshop site has been selected.

After completion of the workshops, the Contractor shall promptly pay all applicable invoiced costs for the facilitator services, meeting facilities and incidentals and furnish a copy of the paid invoices to the Engineer. The Department will then reimburse the Contractor 50% of the total cost of these paid invoices which shall constitute full payment of the Department's share of the costs for the partnering activity.

Payment will be made on a lump sum basis for the original workshop and any follow-up workshops under Partner Workshop and Follow-up Workshop, respectively, based on the paid invoices approved by the Engineer.

Any follow-up workshop activity will be administered in the same manner as the initial workshop except the same consultant shall be retained as facilitator.

The provisions of this Special Provision shall have no bearing on the award of the contract for this project.