

RESOLUTION 2019-70

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND SESSIONS PAVING COMPANY FOR CONSTRUCTION OF MARYLAND FARMS GREENWAY TRAIL, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood, Tennessee and Sessions Paving Company for construction of Maryland Farms Greenway Trail, a copy of said agreement being attached hereto and made a part of this resolution by reference.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.


MAYOR Rhea E. Little, III

ADOPTED: 07-08-2019

Approved as to form:


RECORDER Holly Earls


CITY ATTORNEY Kristen L. Corn

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

And

SULLIVAN ENGINEERING, INC.

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This Standard Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. The suggested language for instructions of bidders contained in the Guide to the Preparation of Instructions to Bidders (No. 1910-12, 1996 Edition) is also carefully interrelated with the language of this Agreement. Comments concerning their usage are contained in the EJCDC User's Guide (No. 1910-50). See also Guide to the Preparation of Supplementary Conditions (No. 1910-17, 1996 Edition).

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2715

American Consulting Engineers Council
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

**EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is by and between The City of Brentwood (hereinafter called OWNER) and Sessions Paving Company (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- (1) The complete grading, drainage and pavement of Maryland Farms Trail the limits shown on the construction documents.
- (2) The complete construction of all private or public ingress/egress entrances to the limits shown on the construction documents.
- (3) The complete installation of all traffic and erosion control measures as indicated on the construction documents.
- (4) The installations of all topsoil, sod, concrete paver, and all incidentals necessary for completion of this project.
- (5) Cost of this work shall be based on a Unit Price Bid.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Date: May 15, 2019

Description (Name and Location):

Project: Maryland Farms Trail
Project length 4,314+/- L.F.

Engineer's Contract No. 18-001

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Mr. Richard Sullivan, PE, Sullivan Engineering, Inc.

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

- A. Bidder agrees that the Work will be substantially complete on or before October 15, 2019. The project shall be completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before October 31, 2019.
- B. Construction of the permeable pavers across the earthen dam **must** be done during the dryer months.
 - a. The owner shall be notified a minimum of two weeks prior to construction of permeable pavers and once work has been initiated the contractor shall have a 30 calendar day period to complete this phase of the work. If work is not completed within the 30-calendar day period Liquidated Damages shall be assessed until the permeable pavers are completed.

4.03 *Liquidated Damages*

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 A above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$1,000.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$1,000.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.
- B. CONTRACTOR and OWNER recognize that time is of the essence for installation of permeable pavers and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 B above. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$1,000.00 for each day that expires after the time specified in paragraph 4.02B for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$1,000.00 for each day that expires after the time specified in paragraph 4.02 A for completion and readiness for final payment until the Work is completed and ready for final payment.
- C. The contractor understands that any penalty, fine, enforcement or other type of monetary judgment levied on any and all firms, agencies or individuals while under contract with the City of Brentwood is the responsibility of the contractor and will not be paid or reimbursed by the City of Brentwood.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work other than Unit Price Work, a Lump Sum of:

Not Applicable (\$ _____)
(use words) (figure)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

UNIT PRICE WORK

ESTIMATED QUANTITIES						
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	EST QTY.	UNIT PRICE	AMOUNT
		ASPHALT TRAIL				
	105-01	CONSTRUCTION STAKES LINES AND GRADES	L.S.	1	\$53,750.00	\$53,750.00
	201-01	CLEARING AND GRUBBING	L.S.	1	\$40,000.00	\$40,000.00
	202-01	REMOVAL OF STRUCTURES AND OBSTRUCTIONS IN ACCORDANCE WITH SECTION 202-01 OF THE STANDARD SPECIFICATIONS, INCLUSIVE BUT NOT LIMITED TO ITEMS SUCH AS PAVEMENT (RIGID AND FLEXIBLE), SIGNS, BOLLARDS, CURBS, CONCRETE (ENDWALL AND DRAINAGE STRUCTURES), FENCES, GUARDRAIL, MAILBOXES AND ALL OTHER ITEMS WITHIN THE GRADING LIMITS UNLESS OTHERWISE NOTED TO REMAIN.)	L.S.	1	\$10,000.00	\$10,000.00
	202-03.01	REMOVAL OF ASPHALT PAVEMENT (INCLUDES REMOVAL OF ASPHALT WITHIN THE CONSTRUCTION INGRESS/EGRESS POINTS. THE OWNER OR OWNERS REPRESENTATIVE WILL MARK AREAS TO BE REMOVED. OTHER ITEMS WITHIN THE CONTRACT WILL PROVIDE NECESSARY MATERIALS FOR ANY REPAIRS.)	S.Y.	1336	\$10.00	\$13,360.00
	203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED), (INCLUDES 19 C.Y. FOR CONSTRUCTION ENTRANCE)	C.Y.	2129	\$30.00	\$63,870.00
3	203-02.03	BORROW EXCAVATION (SOLID ROCK, MAX SIZE 6")	TON	455	\$60.00	\$27,300.00
	203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	455	\$40.00	\$18,200.00
	203-04	PLACING AND SPREADING TOPSOIL (6", COORDINATE WITH BRENTWOOD SPECIAL PROVISION CB-109)	C.Y.	418	\$25.00	\$10,450.00
10	203-05	UNDERCUTTING (UNIT PRICE BIDS INCLUDES MINERAL AGGREGATE, SIZE 1 BACKFILL)	C.Y.	698	\$80.00	\$55,840.00
	203-06	WATER	M.G.	303	\$10.00	\$3,030.00
2	204-07	BEDDING MATERIAL (PIPE) CLASS "B"	C.Y.	92	\$40.00	\$3,680.00
2	204-08.01	BACKFILL MATERIAL (FLOWABLE FILL, PRIOR APPROVAL MUST BE OBTAINED FROM THE ENGINEER OR FIELD INSPECTOR PRIOR TO USE.	C.Y.	10	\$200.00	\$2,000.00
	206-01	FINAL DRESSING (TO BE FOR FINAL SITE CLEAN-UP PRIOR TO FINAL ACCEPTANCE AND CLOSURE OF THE PROJECT)	STA.	43	\$350.00	\$15,050.00
	209-05	SEDIMENT REMOVAL	C.Y.	37	\$10.00	\$370.00

ESTIMATED QUANTITIES

FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	EST QTY.	UNIT PRICE	AMOUNT
4, 5	209-08.02	TEMPORARY SILT FENCE WITH BACKING, (AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT DURING THE LIFE OF THIS CONTRACT SHALL BE AT THE CONTRACTORS EXPENSE.)	L.F.	2137	\$7.00	\$14,959.00
4,5	209-08.06	ENHANCED SILT FENCE CHECK (TRAPEZOIDAL), DEPTH, OR AS DIRECTED BY THE ENGINEER, AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT DURING THE LIFE OF THIS CONTRACT SHALL BE AT THE CONTRACTORS EXPENSE.)	EACH	5	\$500.00	\$2,500.00
4	209-40.41	CATCH BASIN FILTER ASSEMBLY (TYPE 1), (AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT DURING THE LIFE OF THIS CONTRACT SHALL BE AT THE CONTRACTORS EXPENSE.)	EACH	3	\$500.00	\$1,500.00
6	303-01	MINERAL AGGREGATE TYPE A BASE GRADING "D"	TON	2573	\$36.00	\$92,628.00
6	307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2, (INCLUDES 235 TONS FOR MAINTENANCE OF INGRESS/EGRESS DRIVES)	TON	332	\$120.00	\$39,840.00
6	402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC), (INCLUDES 8 TONS FOR MAINTENANCE OF INGRESS/EGRESS DRIVES)	TON	16	\$1.00	\$16.00
6	402-02	AGGREGATE FOR COVER MATERIAL (PC), (INCLUDES 28 TONS FOR MAINTENANCE OF INGRESS/EGRESS DRIVES)	TON	63	\$1.00	\$63.00
6	407-20.05	SAW CUTTING ASPHALT PAVEMENT, (TO BE USED AS DIRECTED BY THE ENGINEER. IF THE CONTRACTOR ELECTS TO SAW CUT FOR OTHER PURPOSES, PAYMENT SHALL BE DISALLOWED UNLESS PRE-APPROVED BY THE ENGINEER.)	L.F.	2504	\$3.50	\$8,764.00
6	411-01.11	ACS MIX(PG64-22) GRADING "E ", (INCLUDES 407 TONS FOR MAINTENANCE OF INGRESS/EGRESS DRIVES)	TON	818	\$132.00	\$107,976.00
7	611-42.01	CATCH BASINS, TYPE 42, DEPTH 0' - 4', (COMPLETE IN-PLACE, INCLUSIVE OF ALL EXCAVATION, BACKFILL, CASTINGS, BRICK WORK AND APPURTENANCES NECESSARY FOR A COMPLETE INSTALLATION, COORDINATE WITH TDOT STD DRAWING D-CB-42S AND D-CBB-42. APPROVED ALTERNATE, ADS NYLOPLAST 7001-110-0527 AND 7001-110-525)	EACH	2	\$4,000.00	\$8,000.00
7	611-42.02	CATCH BASINS, TYPE 42, DEPTH 4' - 8', (COMPLETE IN-PLACE, INCLUSIVE OF ALL EXCAVATION, BACKFILL, CASTINGS, BRICK WORK AND APPURTENANCES NECESSARY FOR A COMPLETE INSTALLATION, COORDINATE WITH TDOT STD DRAWING D-CB-42S AND D-CBB-42. APPROVED ALTERNATE, ADS NYLOPLAST	EACH	1	\$4,500.00	\$4,500.00

ESTIMATED QUANTITIES						
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	EST QTY.	UNIT PRICE	AMOUNT
		7001-110-0527 AND 7001-110-525)				
	701-01.08	CONCRETE PAVERS (HYDRO PAVERS (PERMEABLE, DARK GRAY) OR AN APPROVED EQUAL), (INCLUSIVE OF A CONCRETE OR STEEL CONTAINMENT BORDER, AGGREGATE (4" MIN) CLASS "A" GRADING "D" BASE AND SAND BEDDING PER THE MANUFACTURERS SPECIFICATIONS)	S.F.	4960	\$16.00	\$79,360.00
3	707-08.11	HIGH-VISIBILITY CONSTRUCTION FENCE	L.F.	3350	\$4.00	\$13,400.00
3	709-05.05	MACHINED RIP-RAP (CLASS A-3), (TO BE USED FOR THE CONSTRUCTION ENTRANCE)	TON	267	\$40.00	\$10,680.00
	709-05.07	MACHINED RIP-RAP (CLASS A-2), (TO BE USED FOR OUTLET PROTECTION)	TON	68	\$40.00	\$2,720.00
1	710-06.12	LATERAL UNDERDRAIN ENDWALL (3:1), (COORDINATE WITH TDOT STD DRAWING RD-UD-7)	EACH	7	\$500.00	\$3,500.00
	712-01	TRAFFIC CONTROL (UNIT PRICE BID INCLUDES INSTALLATION, MAINTENANCE AND REMOVAL COST OF ALL CONFLICTING PAVEMENT MARKINGS (TEMPORARY OR PERMANENT), AND ALL TEMPORARY PAVEMENT MARKINGS THROUGHOUT THE LIFE OF THE PROJECT INCLUSIVE OF TEMPORARY MARKINGS ON THE FINAL ASPHALT TOPPING.)	L.S.	1	\$15,000.00	\$15,000.00
	712-06	SIGNS (CONSTRUCTION), (ESTIMATED QUANTITY IS BASED ON PHASE WHICH REQUIRES HIGHEST QUANTITY. UNIT PRICE BID INCLUDES COST OF MAINTENANCE AND ADJUSTMENTS NECESSARY AS THE CONSTRUCTION PHASES EVOLVE THROUGHOUT THE CONSTRUCTION PROJECT.)	S.F.	44	\$10.00	\$440.00
	712-07.03	TEMPORARY BARRICADES (TYPE III)	L.F.	48	\$16.00	\$768.00
	713-15.35	METAL BARRICADES (TYPE III), (10 lf)	EACH	1	\$850.00	\$850.00
	717-01	MOBILIZATION	L.S.	1	\$20,000.00	\$20,000.00
	740-10.03	GEOTEXTILE (TYPE III), (STABILIZATION), (TO BE USED FOR CONSTRUCTION ENTRANCE)	S.Y.	457	\$6.50	\$2,970.50
4,5	740-11.03	TEMPORARY SEDIMENT TUBE 18 INCH (TO BE USED FOR EROSION CONTROL OF "V-DITCH", AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT DURING THE LIFE OF THIS CONTRACT SHALL BE AT THE CONTRACTORS EXPENSE.)	L.F.	2137	\$7.00	\$14,959.00
	801-01	SEEDING (WITH MULCH)	UNIT	106	\$45.00	\$4,770.00
	801-03	WATER (SEEDING & SODDING)	M.G.	63	\$20.00	\$1,260.00
	803-01	SODDING (NEW FESCUE SOD, INSTALLATION SHALL BE INSTALLED ON TOPSOIL. TOPSOIL SHALL HAVE A MINIMUM DEPTH OF 6-INCHES)	S.Y.	5245	\$6.00	\$31,470.00
	805-12.02	EROSION CONTROL BLANKET (TYPE II), (TO BE USED FOR SLOPE STABILIZATION)	S.Y.	2623	\$1.75	\$4,590.25
SUB-TOTAL ASPHALT TRAIL						\$804,383.75

ESTIMATED QUANTITIES						
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	EST QTY.	UNIT PRICE	AMOUNT
ALTERNATIVE						
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION FOR PIPE ALT "A" ASPHALT	UNIT	EST QTY.	UNIT PRICE	AMOUNT
8	607-01.02	12" CONCRETE PIPE CULVERT (CLASS III)	L.F.	135	\$90.00	\$12,150.00
8	607-02.02	15" CONCRETE PIPE CULVERT (CLASS III)	L.F.	23	\$100.00	\$2,300.00
SUB-TOTAL ASPHALT TRAIL ALTERNATIVE						\$14,450.00
CONTINGENCY ALLOWANCE						\$100,000.00
ESTIMATED PROJECT TOTAL						\$918,833.75

Total of All Unit Prices:

Nine Hundred Eighteen Thousand Eight Hundred Thirty Three Dollars and 75/100

(Words Dollars)

\$918,833.75

(Dollars)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

C. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

Not Applicable

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. 95% of Work completed (with the balance being retainage). If the Work has been 95% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

b. 0% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the current rate of the bank in which the funds are deposited.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any,

expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages -1- to -12 -, inclusive).
 2. Performance Bond (pages -1- to -2-, inclusive).
 3. Payment Bond (pages -1- to -2-, inclusive).
 4. Bid Bonds
 - a. Penal Sum Form (pages -1- to -3-, inclusive);
 5. Drug Free – Workplace (pages -1- to -3-, inclusive).
 6. General Conditions (pages -1- to -43-, inclusive).
 7. Supplementary Conditions (pages -1- to -5-, inclusive).
 8. Specifications as listed in the table of contents of the Project Manual.
 9. Drawings consisting of a cover sheet and plan sheets numbered 1 thru 7, 8 thru 8H, 9 and 9A with each sheet bearing the following general title: Maryland Farms Trail.
 10. Addenda (numbers -1- to -1-, inclusive).
 11. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed (pages -1- to -1-, inclusive);
 - b. CONTRACTOR's Bid (pages -0- to -60-, inclusive);

1. Documentation submitted by CONTRACTOR prior to Notice of Award:

d. Certificate of Insurance.

12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Written Amendments;
- b. Work Change Directives;
- c. Change Order(s).

B. The documents listed in paragraph 14.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 14.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 - ACCOUNTING RECORDS

10.01 CONTRACTOR shall check all materials, equipment, and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the accounting methods shall be satisfactory to OWNER. OWNER shall be afforded access to all CONTRACTOR's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and CONTRACTOR's fee. CONTRACTOR shall preserve all such documents for a period of three years after the final payment by OWNER.

ARTICLE 11 - MISCELLANEOUS

11.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

11.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR,

who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on July 8, 2019 (which is the Effective Date of the Agreement).

OWNER:

City of Brentwood

By: Rhea E. Little, III, Mayor

[CORPORATE SEAL]

Attest Holly E. Cauth

Address for giving notices:

City of Brentwood
P.O. Box 788
Brentwood, TN 37024

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

CONTRACTOR:

SESSIONS PAVING COMPANY

By: Robert N. Hutcheson
Robert N. Hutcheson, President

[CORPORATE SEAL]

Attest Jean Starkey
Witness

Address for giving notices:

SESSIONS PAVING COMPANY
P.O. Box 90266
Nashville, TN 37209

License No. 6962
(Where applicable)

Agent for service of process: _____

Robert N. Hutcheson

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: Robert N. Hutcheson

Title: President

Address: P.O. Box 90266

Nashville, TN 37209

Phone: (615) 356-0600

Facsimile: (615) 356-1970

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Sessions Paving Company
C/o Mr. Robert Hutcheson
P.O. box 90266
Nashville, TN 37209

SURETY (Name and Address of Principal Place of Business):

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

OWNER (Name and Address):

City of Brentwood
C/o Mr. Todd Hoppenstedt, Brentwood Director of Public Works
P.O. Box 788
Brentwood, TN 37027

CONTRACT

Date: _____

Amount: \$ 918,833.75

Description (Maryland Farms Trail , City of Brentwood):

Contract: General Construction

Project: General Construction

Project length 4,314+/- L.F.

OWNER's Contract No.

ENGINEER's Contract No. 18-001

ENGINEER: Mr. Richard Sullivan, PE, Sullivan Engineering, Inc.

317 Main Street, Suite 201, Franklin, TN 37064

BOND

Date (Not earlier than Contract Date): _____

Amount: \$ 918,833.75

Modifications to this Bond Form:
N/A

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

SESSIONS PAVING COMPANY
Signature: Robert N. Hutcheson

Name and Title: Robert N. Hutcheson, President

SURETY

Company: _____ (Corp. Seal)

Berkley Insurance Company
Signature: Jo A Warpool

Name and Title: Jo A Warpool, Attorney-In-Fact
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

OWNER'S REPRESENTATIVE:

Mr. Richard Sullivan, PE
Sullivan Engineering, Inc.
317 Main Street
Suite 201
Franklin, TN 37064

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Sessions Paving Company
C/o Mr. Robert Hutcheson
P.O. box 90266
Nashville, TN 37209

SURETY (Name and Address of Principal Place of Business):

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

OWNER (Name and Address):

City of Brentwood
C/o Mr. Todd Hoppenstedt, Brentwood Director of Public Works
P.O. Box 788
Brentwood, TN 37027

CONTRACT

Date: _____

Amount: \$ 918,833.75

Description (Maryland Farms Trail , City of Brentwood):

Contract: General Construction

Project: General Construction

Project length 4,314+/- L.F.

OWNER's Contract No.

ENGINEER's Contract No. 18-001

ENGINEER: Mr. Richard Sullivan, PE, Sullivan Engineering, Inc.

317 Main Street, Suite 201, Franklin, TN 37064

BOND

Date (Not earlier than Contract Date): _____

Amount: \$ 918,833.75

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

SESSIONS PAVING COMPANY

Signature: Robert N. Hutcheson

Name and Title: Robert N. Hutcheson, President

SURETY

Company: _____ (Corp. Seal)

Berkley Insurance Company

Signature: Jo A Warpool

Name and Title: Jo A Warpool, Attorney-In-Fact
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

OWNER'S REPRESENTATIVE:

Mr. Richard Sullivan, PE
Sullivan Engineering, Inc.
317 Main Street
Suite 201
Franklin, TN 37064

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *William R. Carpenter; Kathryn M. Byus; Vickie Harvey; Jo A. Warpool; Branden Miller; or Hunter Wells of Arthur J. Gallagher Risk Management Services, Inc. of Brentwood, TN* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22nd day of FEBRUARY, 2019.

Attest:

Berkley Insurance Company

(Seal)

By Ira S. Lederman
Executive Vice President & Secretary

By Jeffrey M. Hafner
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 22nd day of FEBRUARY, 2019, by Ira S. Lederman and Jeffrey M. Hafner who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this _____ day of _____.

(Seal)

Vincent F. Forte
Vincent F. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 4400 Harding Pike Suite 400 Nashville, TN 37205	CONTACT NAME: Wendy Nowlin
	PHONE (A/C, No, Ext): 615-346-0323 FAX (A/C, No): 8777677417 E-MAIL ADDRESS: wmnowlin@mcgriffinsurance.com
INSURED Sessions Paving Company 6535 Robertson Avenue P. O. Box 90266 Nashville, TN 37209	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Phoenix Insurance Company 25623
	INSURER B : Travelers Property Casualty Co of Amer 25674
	INSURER C : MidSouth Mutual Insurance Company 12839
	INSURER D : Travelers Indemnity Company 25658
	INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CO7890P35A	04/01/2019	04/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		8107890P35A	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		CUP2J5568541826	04/01/2019	04/01/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	WC052562019	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**** Workers Comp Information: Officers/Members Excluded: Scott Price, Officer****

Re: Maryland Farms Trail

The policy includes a blanket additional insured endorsement that provides additional insured status to the City of Brentwood when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER City of Brentwood P.O. Box 788 Brentwood, TN 37027	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Fred Fisher</i>