



Agenda for the Regular Meeting of Board of Commissioners
Monday, February 27, 2023 - 7:00 pm
Brentwood City Hall

Call to Order by Mayor
Roll Call
Invocation by Vice Mayor Andrews
Pledge of Allegiance to the Flag by Commissioner Dunn
Oath of Office for Police Officer Dan Odendahl

Approval or Correction of Minutes

February 13, 2023

Comments from Citizens – *Individuals may comment on any item included in the Consent/Regular agenda or on any other matter regarding the City of Brentwood. All comments should be directed to the Board of Commissioners. Citizens who wish to request that an item be moved from the Consent Agenda to the Regular Agenda for discussion should make that known to the Board at this time.*

Report from City Manager
Report from the City Attorney
Reports and comments by Commissioners and Mayor

Note: All matters listed under the Consent Agenda are considered to be routine and will generally be enacted by one motion. Except for any items that are removed from the Consent Agenda, there will be no separate discussion of these items at this time.

Consent Agenda

1. Resolution 2023-27- A RESOLUTION AUTHORIZING THE USE OF A COMPETITIVE SEALED PROPOSALS PROCESS FOR FIBER RETERMINATION SERVICES FOR CITY OWNED FACILITIES PURSUANT TO SECTION 2-209 OF THE BRENTWOOD MUNICIPAL CODE, for adoption
2. Resolution 2023-28 - A RESOLUTION AUTHORIZING A CHANGE ORDER WITH FOUR STAR PAVING, LLC FOR ANNUAL ROADWAY REPAIRS AND IMPROVEMENTS, for adoption
3. Resolution 2023-29 - A RESOLUTION AUTHORIZING A CHANGE ORDER WITH PROSHOT CONCRETE, INC. FOR PIPE REPAIR AND LINING, for adoption

4. Resolution 2023-30 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH SOUTHEASTERN TANK, INC. FOR TANK REHABILITATION PROJECT, for adoption
5. Resolution 2023-33 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH PAVEMENT TECHNOLOGIES, INC. FOR ASPHALT REJUVENATION, for adoption
6. Amendment of previously approved purchase of five (5) trucks from Lonnie Cobb Ford

Old Business

1. Ordinance 2023-01 - AN ORDINANCE REZONING PROPERTY LOCATED ALONG THE SOUTH SIDE OF OLD SMYRNA ROAD, BETWEEN THE NORTHERN AND SOUTHERN TERMINUS OF JONES PARKWAY, KNOWN AS THE WINDY HILL PARK PROPERTY FROM R-2 (SUBURBAN RESIDENTIAL) TO SI-3 (SERVICE INSTITUTION: CULTURAL, RECREATIONAL AND GOVERNMENT), for consideration on second and final reading
2. Other old business

New Business

1. Resolution 2023-31 - A RESOLUTION AUTHORIZING A MASTER AGREEMENT WITH MIDDLE TN CHAPTER OF SOUTHERN OFF ROAD BICYCLE ASSOCIATION (SORBAMIDTN) FOR THE CONSTRUCTION AND MAINTENANCE OF MOUNTAIN BIKE TRAILS IN MARCELLA VIVRETTE SMITH PARK, for adoption
2. Resolution 2023-32 - A RESOLUTION AUTHORIZING A PROJECT SPECIFIC AGREEMENT WITH THE MIDDLE TN CHAPTER OF SOUTHERN OFF ROAD BICYCLE ASSOCIATION (SORBAMIDTN) FOR THE CONSTRUCTION OF MOUNTAIN BIKE TRAILS IN MARCELLA VIVRETTE SMITH PARK, for adoption
3. Other new business
 - a. Presentation of report on recent debt funding obligation (State Form CT-0253)



Kirk Bednar
City Manager

Anyone requesting accommodations due to disabilities should contact April Curlin, A.D.A. Coordinator, at 371-0060, before the meeting.

Brentwood City Commission Agenda

Meeting Date: 02/27/2023

Approval or correction of minutes from Regular Scheduled Commission meeting

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Approval or correction of minutes from the February 13, 2023 meeting

Background

Staff Recommendation

Fiscal Impact

Attachments

Draft Minutes

DRAFT

MINUTES OF REGULAR MEETING OF BOARD OF COMMISSIONERS

BRENTWOOD, TENNESSEE

The Brentwood Board of Commissioners met in regular session on Monday, February 13, 2023 at 7:00 pm at Brentwood City Hall.

Present: Mayor Rhea Little; Commissioner Anne Dunn; Commissioner Mark Gorman; Commissioner Susannah Macmillan; Commissioner Allison Spears; Commissioner Ken Travis

Absent: Vice Mayor Nelson Andrews

Staff City Manager Kirk Bednar; Assistant City Manager Jay Evans; City Attorney Kristen Corn;

Present: City Recorder Holly Earls

Commissioner Travis led the Invocation. The Pledge of Allegiance was led by Commissioner Dunn.

Public Hearing

Public hearing for Ordinance 2023-01 - AN ORDINANCE REZONING PROPERTY LOCATED ALONG THE SOUTH SIDE OF OLD SMYRNA ROAD, BETWEEN THE NORTHERN AND SOUTHERN TERMINUS OF JONES PARKWAY, KNOWN AS THE WINDY HILL PARK PROPERTY FROM R-2 (SUBURBAN RESIDENTIAL) TO SI-3 (SERVICE INSTITUTION: CULTURAL, RECREATIONAL AND GOVERNMENT)

No one spoke for or against the ordinance; therefore, the public hearing was closed.

Approval or Correction of Minutes

January 23, 2023

Moved by Commissioner Mark Gorman for approval of the minutes as written, seconded by Commissioner Susannah Macmillan

Vote: 6 - 0 Approved - Unanimously

City Manager Kirk Bednar removed Item 9 from the Consent Agenda to be considered at a future meeting.

Consent Agenda

Resolution 2023-17 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE SMOKING SECTION, LLC FOR BAND PERFORMANCE AT THE JULY 4TH CELEBRATION AT CROCKETT PARK, for adoption

Resolution 2023-18 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH STRATUS OF NASHVILLE FOR CLEANING SERVICES FOR RAVENSWOOD MANSION AND THE COOL SPRINGS HOUSE, for adoption

Resolution 2023-19 - A RESOLUTION AUTHORIZING THE USE OF POTTERY ARTIFACTS CURRENTLY HELD BY THE TENNESSEE DIVISION OF ARCHEOLOGY BY ASSOCIATE PROFESSOR PAUL EUBANKS FOR A PERIOD OF ONE (1) YEAR FOR THE PURPOSE OF AN ARCHEOLOGICAL STUDY

Resolution 2023-20 - A RESOLUTION AMENDING THE OPERATING POLICIES AND PROCEDURES FOR RAVENSWOOD MANSION

Resolution 2023-21 - A RESOLUTION AMENDING THE OPERATING POLICIES AND PROCEDURES FOR THE COOL SPRINGS HOUSE

Resolution 2023-22 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH FRANKLIN MARRIOTT COOL SPRINGS FOR 2023 ANNUAL EMPLOYEE RECOGNITION DINNER, for adoption

Resolution 2023-23 - A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH MORTON SALT COMPANY FOR BULK ROCK SALT FOR 2023 WINTER SEASON, for adoption

Resolution 2023-24 - A RESOLUTION AUTHORIZING A CHANGE ORDER WITH COMMTECH, A DIVISION OF COMMUNICATIONS GROUP, INC. FOR RADIO/911 SERVICES, for adoption

Approval to donate a surplus Fire & Rescue Department vehicle to the Stewart County Volunteer Fire Department

Approval to purchase replacement computers from Dell

Approval to purchase Microsoft licenses

Moved by Commissioner Susannah Macmillan for approval of the items on the Consent Agenda, seconded by Commissioner Allison Spears

Vote: 6 - 0 Approved - Unanimously

New Business

Appointment of four (4) members to the Historic Commission

Valerie Mangrum, Ashley McAnulty, Nicole Smith, and Tara Volpintestawere appointed to serve a three (3) year term expiring on February 28, 2026.

Appointment of four (4) members to the Tree Board

Angela Beaton, Cindy Harrison, Patricia Shultz, and Haley Yared were appointed to serve a two (2) year term expiring on February 28, 2025.

With no further business, the meeting adjourned at 7:26 pm.

APPROVED _____

A handwritten signature in dark ink, appearing to read "Holly Earls", is written over a horizontal line. The signature is cursive and fluid.

Holly Earls, City Recorder

Brentwood City Commission Agenda

Meeting Date: 02/27/2023

Res 2023-27 - Approval to Use a Competitive Sealed Proposals Process for the Procurement of Updating Fiber Termination Services

Submitted by: Sarah VanWormer, Technology

Department: Technology

Information

Subject

Resolution 2023-27 - Approval to use a competitive sealed proposals process for procurement of Fiber Retermination Services for all City owned facilities.

Background

The City of Brentwood facilities have aging fiber and connections inside the buildings. Fiber is critical infrastructure necessary for daily operations. The Technology department is seeking a fiber company to inspect and update the existing fiber and fiber termination equipment to today's standards. The Request for Proposal will include updating fiber terminations for the Service Center, Fire Station 2, Fire Station 4, Ravenswood Mansion, and City Hall. Note that the Library is not included because the fiber terminations there have recently been updated as part of a separate project to upgrade the secondary fiber connection to that facility.

Because qualifications, experience, and technical competence are important factors in this procurement, staff is requesting City Commission approval to use a competitive sealed proposal process to find the best vendor for these services. Once a vendor is selected a contract for the required services will be submitted to the Commission for approval.

Please direct any questions to the Technology Department.

Staff Recommendation

Staff recommends approval.

Fiscal Impact

Attachments

Resolution 2023-27

RESOLUTION 2023-27

**AN RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE
THE USE OF A COMPETITIVE SEALED PROPOSALS PROCESS FOR FIBER
RETERMINATION SERVICES FOR CITY OWNED FACILITIES**

WHEREAS, state law and Section 2-209 of the Brentwood Municipal Code acknowledge that there are occasions when the use of competitive bids may not be practical or advantageous to the City when qualifications, experience, or competence are more important than price in making a purchase; and

WHEREAS, in such cases, the use of a competitive sealed proposal procurement method will assist in choosing the best solution; and

WHEREAS, the City seeks to obtain fiber retermination services for all City owned facilities, and qualifications, experience, and competence are important factors in this procurement, necessitating the use of a competitive sealed proposal procurement process.

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

SECTION 1. That City staff are hereby authorized to use a competitive sealed proposal process for the procurement of fiber retermination services for all City owned facilities.

SECTION 2. Such process shall be undertaken in accordance with the provisions of Tenn. Code Ann. § 12-3-1207 and Section 2-209 of the Brentwood Municipal Code.

SECTION 3. 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: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn

Brentwood City Commission Agenda

Meeting Date: 02/27/2023

Res 2023-28 - Authorizing a Contract Extension with Four Star Paving, LLC. for Annual Roadway Repairs and Improvements.

Submitted by: Todd Hoppenstedt, Public Works

Department: Public Works

Information

Subject

Resolution 2023-28 - Authorizing a Change Order for Extension with Four Star Paving, LLC. for Annual Roadway Repairs and Improvements.

Background

On April 12, 2022, the Public Works Department opened bids for the department's Annual Roadway Repairs and Improvements. The lowest aggregate bid for the 2023 Fiscal Year was Four Star Paving, LLC., for \$3,955,990.61. The agreement, copy attached, includes an option to extend the contract for four additional one-year terms, with a CPI adjustment, if the City and the Contractor mutually agree to the extension. This request is for the approval to extend the contract for the first eligible extension period which would be the second year of the overall contract.

The majority of work under this contract is for the City's Annual Asphalt Resurfacing Program. Additional services covered under the paving contract can include smaller work elements, such as storm drainage improvements, sidewalk/bikeway repairs and construction, and ADA retrofits all contained within the CIP and Annual Public Works Department budget. The contract is structured to provide unit prices for the types of repair and improvement work that is typically undertaken by the City on an annual basis.

The unit quantities included in the bid form are estimated amounts for each repair or improvement the City **may** perform throughout the year. They are used for comparison purposes only in order to determine the lowest-cost bidder using items and quantities representative of actual work. Not all bid items or quantities will be utilized in the course of the contract period. The contract provides that the City is not obligated to the dollar amount of the contract, and the actual amount spent in a year will be based solely on the amount of work issued and authorized by the City and the associated unit pricing. This approach provides the City the advantages of competitive pricing and the flexibility to expand or contract the scope of work as needed throughout the year.

The FY2024 budget is expected to include a total of \$2,700,000 for Annual Roadway Repairs and Improvements. There are also several other CIP projects that may utilize the services available under this contract. The total amount approved may or may not be used in its entirety, and each project will be priced according to the unit pricing in the attached agreement.

Please direct any questions to the Public Works Director.

Staff Recommendation

Staff recommends a one-year extension to the agreement with Four Star Paving, LLC.

Fiscal Impact

Amount : \$3,105,000

Source of Funds: See Detail Below

Account Number:

Fiscal Impact:

The following projects and funding are projected to be in the proposed FY2024 budget. It is unlikely that the full amount for all these projects will be expended. The actual amount expended will be solely dependent on the work authorized by the City based upon the unit pricing included in this contract.

FY2024 Street Resurfacing	\$2,700,000
FY2024 Minor Street Repairs	\$50,000
ADA Retrofits	\$150,000
Storm Drainage Work	\$150,000
Bike and Pedestrian Work	\$50,000
Guardrail Repair	\$5,000
Total Contract Allowance	\$3,105,000

Attachments

Resolution 2023-28

Change Order_#2022-066

COB Contract # 2022-066

RESOLUTION 2023-28

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING
THE MAYOR TO EXECUTE A CHANGE ORDER BY AND BETWEEN THE CITY OF
BRENTWOOD AND FOUR STAR PAVING, LLC FOR ANNUAL ROADWAY
REPAIRS AND IMPROVEMENTS, A COPY OF SAID CHANGE ORDER 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 a change order by and between the City of Brentwood and Four Star Paving, LLC for annual roadway repairs and improvements, a copy of said change order 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: _____

Approved as to form:

RECORDER

Holly Earls

CITY ATTORNEY

Kristen L. Corn

CHANGE ORDER

No. 1

DATE OF ISSUANCE: January 12, 2023

EFFECTIVE DATE: July 1, 2023

OWNER: City of Brentwood

CONTRACTOR: Four Star Paving

Contract: Roadway Repairs and Improvements Fiscal Year 2022 - 2023

Project: General Construction

OWNER's Contract No.

DESIGN ENGINEER's Contract No. 22-002

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

You are directed to make the following changes in the Contract Documents:

Description:

On July 1, 2022, the City of Brentwood Annual Contract for Roadway Repairs and Improvements was accepted and awarded to Four Star Paving for the 2022-2023 year, having a scheduled ending date of June 30, 2023. Contract provisions allow this agreement to be extended for another year in accordance with "Bid Form - Article 6.10,

"Contract unit prices shall be for a one-year period (FY23, July 1, 2022 – June 30, 2023), at which time the City of Brentwood Public Works Director may elect to extend the contract for four additional one-year periods (FY24 (July 1, 2023-June 30, 2024, FY25 (July 1, 2024-June 30, 2025, FY26 (July 1, 2025-June 30, 2026, FY27 (July 1, 2026-June 30, 2027). Provided the Bidder agrees to the extension, further agreeing that all original unit price bids will be increased or decreased in accordance with the **Consumer Price Index**".

According to the Bureau of Labor and Statistics the consumer Price Index has increased 1.51 % over the last twelve months and will therefore be reflected in the extension of your annual contract should all parties agree.

CONSUMER PRICE INDEX – December 2022

The Consumer Price Index for All Urban Consumers (CPI-U) declined 0.1 percent in December on a seasonally adjusted basis, after increasing 0.1 percent in November, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 6.5 percent before seasonal adjustment.

The index for gasoline was by far the largest contributor to the monthly all items decrease, more than offsetting increases in shelter indexes. The food index increased 0.3 percent over the month with the food at home index rising 0.2 percent. The energy index decreased 4.5 percent over the month as the gasoline index declined; other major energy component indexes increased over the Month.

The index for all items less food and energy rose 0.3 percent in December, after rising 0.2 percent in November. Indexes which increased in December include the shelter, household furnishings and operations, motor vehicle insurance, recreation, and apparel indexes. The indexes for used cars and trucks, and airline fares were among those that decreased over the month.

The all items index increased 6.5 percent for the 12 months ending December; this was the smallest 12-month increase since the period ending October 2021. The all items less food and energy index rose 5.7 percent over the last 12 months. The energy index increased 7.3 percent for the 12 months ending December, and the food index increased 10.4 percent over the last year; all of these increases were smaller than for the 12-month period ending November.

Reason for Change Order:

Renew existing contract to provide construction and maintenance services on an as needed basis for a period of one year (July 1, 2014 to June 30, 2015 inclusive) as stipulated in the contract.

Attachments: (List documents supporting change)

- 1) Revised unit cost analysis based on the Consumer Price Index adjustment.

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$3,955,990.61</u>
Net Increase (Decrease) from previous Change Orders No. -0- to -0-: <u>\$0.00</u>
Contract Price prior to this Change Order: <u>\$3,955,990.61</u>
Net increase (decrease) of this Change Order: <u>\$257,139.39</u>
Contract Price with all approved Change Orders: <u>\$4,213,130.00</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>June 30, 2023</u> Ready for final payment: <u>June 30, 2023</u> (days or dates)
Net change from previous Change Orders No. -0- to No. -0-: Substantial Completion: <u>June 30, 2023</u> Ready for final payment: <u>June 30, 2023</u> (days or dates)
Contract Times prior to this Change Order: Substantial Completion: <u>June 30, 2023</u> Ready for final payment: <u>June 30, 2023</u> (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: <u>-365-</u> Ready for final payment: <u>-365-</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>June 30, 2024</u> Ready for final payment: <u>June 30, 2024</u> (days or dates)

RECOMMENDED:

By: Paul Collins
ENGINEER
(Authorized Signature)

APPROVED:

By: _____
OWNER
(Authorized Signature)

ACCEPTED:

By: [Signature]
CONTRACTOR
(Authorized Signature)

Date: January 12, 2023

Date: _____

Date: _____

CITY OF BRENTWOOD
ROADWAY REPAIRS AND IMPROVEMENTS
2022-2023
CONSTRUCTION ESTIMATE

COUNTY
PROJ NO
PROJ LIMITS
DESIGN BY SULLIVAN ENGINEERING, INC
ESTIMATE PREPARED BY: Paul Collins

WILLIAMSON
22-002
2022-2023 Annual Paving Contract
BID DATE
2/12/2019

CIP Adjustment Factor	
2022-2023	1
2023-2024	6.50%
2024-2025	0.00%

FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	2022-2023 UNIT PRICE	2022-2023 BUDGET AMOUNT	2023-2024 UNIT PRICE	2023-2024 BUDGET AMOUNT
	202-03	REMOVAL & DISPOSAL OF RIGID PAVEMENT	S.Y.	2,500	\$0.01	\$25.00	\$0.01	\$26.63
	202-03.01	REMOVAL & DISPOSAL OF ASPHALT PAVEMENT	S.Y.	5,000	\$24.00	\$120,000.00	\$25.56	\$127,800.00
	202-08.10	REMOVAL & DISPOSAL OF EXISTING CURB (EXTRUDED & CURB/GUTTER)	L.F.	3,000	\$0.01	\$30.00	\$0.01	\$31.95
	203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	2,000	\$0.01	\$20.00	\$0.01	\$21.30
	203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	500	\$0.01	\$5.00	\$0.01	\$5.33
	203-07	FURNISHING & SPREADING TOPSOIL	C.Y.	500	\$0.01	\$5.00	\$0.01	\$5.33
	209-08.03	TEMPORARY FILTER BARRIER (WITHOUT BACKING), (AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT SHALL BE AT THE CONTRACTORS EXPENSE.)	L.F.	500	\$0.01	\$5.00	\$0.01	\$5.33
	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 SHALL BE AT THE CONTRACTORS EXPENSE.)	EACH	5	\$100.00	\$500.00	\$106.50	\$532.50
	303-01	MINERAL AGGREGATE TYPE A BASE GRADING D	TON	5,000	\$5.00	\$25,000.00	\$5.33	\$26,635.00
9	303-10.04	MINERAL AGGREGATE (SIZE #9)	TONS	500	\$0.01	\$5.00	\$0.01	\$5.33
1	307-01.01	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING A	TON	2,500	\$70.00	\$175,000.00	\$74.55	\$186,375.00
1	307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	5,000	\$72.00	\$360,000.00	\$76.68	\$383,400.00
1	402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	28	\$0.01	\$0.28	\$0.01	\$0.30
1	402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	112	\$0.01	\$1.12	\$0.01	\$1.19
1	403-02.01	TRACKLESS TACK COAT (TC)	TON	10	\$1,100.00	\$11,000.00	\$1,171.50	\$11,715.00
15	405-03.01	PM REJUVENATING SCRUB SEAL	S.Y.	1,300	\$0.01	\$13.00	\$0.01	\$13.85
13, 14	407-02.14	ASPHALT PAVEMENT REPAIR (INFRARED)	L.S.	5	\$1,100.00	\$5,500.00	\$1,171.50	\$5,857.50
1	411-01.11	ACS MIX (PG64-22) GRADING "E" ROADWAY	TON	6,000	\$125.00	\$750,000.00	\$133.13	\$798,750.00
1, 11	411-01.11 (SH)	SPEED HUMP ACS MIX (PG64-22) GRADING "E"	EACH	1	\$4,000.00	\$4,000.00	\$4,260.00	\$4,260.00
1, 17	411-01.12 (ST)	SPEED TABLE ACS MIX (PG64-22) GRADING "E"	EACH	1	\$7,000.00	\$7,000.00	\$7,455.00	\$7,455.00
1	411-03.07	ACS MIX (PG64-22) THIN LIFT ASPHALT	TON	500	\$88.00	\$44,000.00	\$93.72	\$46,860.00
1	411-03.10	ACS MIX (PG76-22) GRADING D	TON	6,000	\$130.00	\$780,000.00	\$138.45	\$830,700.00
1	411-03.11	ACS MIX (PG76-22) GRADING E ROADWAY	TON	6,000	\$130.00	\$780,000.00	\$138.45	\$830,700.00
1	411-03.12	ACS MIX (PG64-22) THIN LIFT D ASPHALT	TON	2,000	\$130.00	\$260,000.00	\$138.45	\$276,900.00
2	415-01.02	COLD PLANING BITUMINOUS PAVEMENT	S.Y.	11,250	\$5.00	\$56,250.00	\$5.33	\$59,906.25
23	415-01.02 (A)	COLD PLANING BITUMINOUS PAVEMENT	S.Y.	3,750	\$8.00	\$30,000.00	\$8.52	\$31,950.00
22	503-08.01	RESEALING JOINTS (HOT POURED ELASTIC)	S.F.	8,000	\$0.01	\$80.00	\$0.01	\$85.20
20	604-07.01	RETAINING WALL (REINFORCED EARTH, "MSE")	S.F.	1,000	\$10.00	\$10,000.00	\$10.65	\$10,650.00
	604-07.01	RETAINING WALL (CLASS "A" CONCRETE, NOT TO EXCEED 24" IN HEIGHT)	L.F.	200	\$25.00	\$5,000.00	\$26.63	\$5,325.00
	604-07.02	RETAINING WALL (CLASS "A" CONCRETE, 6" to 12" IN HEIGHT)	L.F.	750	\$27.00	\$20,250.00	\$28.76	\$21,566.25
20	604-07.75	RESTORATION OF REINFORCED EARTH WALLS	S.F.	1,000	\$10.00	\$10,000.00	\$10.65	\$10,650.00
3, 4	607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	400	\$0.01	\$4.00	\$0.01	\$4.26
3, 4	607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	L.F.	400	\$0.01	\$4.00	\$0.01	\$4.26

CITY OF BRENTWOOD
ROADWAY REPAIRS AND IMPROVEMENTS
2022-2023

FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	2022-2023 UNIT PRICE	2022-2023 BUDGET AMOUNT	2023-2024 UNIT PRICE	2023-2024 BUDGET AMOUNT
3, 4	607-06.02	30" CONCRETE PIPE CULVERT (CLASS III)	L.F.	400	\$0.01	\$4.00	\$0.01	\$4.26
3, 4	607-07.02	36" CONCRETE PIPE CULVERT (CLASS III)	L.F.	400	\$0.01	\$4.00	\$0.01	\$4.26
3, 4	607-03.30	18" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	400	\$0.01	\$4.00	\$0.01	\$4.26
3, 4	607-05.30	24" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	400	\$0.01	\$4.00	\$0.01	\$4.26
3, 4	607-06.30	30" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	400	\$0.01	\$4.00	\$0.01	\$4.26
3, 4	607-07.30	36" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	400	\$0.01	\$4.00	\$0.01	\$4.26
18	611-01.20	ADJUSTMENT OF MANHOLE COVERS & FRAMES	EACH	40	\$450.00	\$18,000.00	\$479.25	\$19,170.00
	611-03.04	GRAY IRON CASTINGS (CATCHBASIN)	LB.	4,380	\$0.01	\$43.80	\$0.01	\$46.65
	611-07.01	CLASS A CONCRETE (PIPE ENDWALLS)	C.Y.	200	\$0.01	\$2.00	\$0.01	\$2.13
	611-07.02	STEEL BAR REINFORCEMENT (PIPE ENDWALLS)	LB.	1,000	\$0.01	\$10.00	\$0.01	\$10.65
	611-07.03	STRUCTURAL STEEL (PIPE ENDWALLS)	LB.	500	\$0.01	\$5.00	\$0.01	\$5.35
	611-07.54	PRE-CAST HEADWALL (CROSS DRAIN 18 IN @ 3:1)	EACH	20	\$0.01	\$0.20	\$0.01	\$0.21
	611-07.57	PRE-CAST HEADWALL (CROSS DRAIN 24 IN @ 3:1)	EACH	20	\$0.01	\$0.20	\$0.01	\$0.21
	611-07.60	PRE-CAST HEADWALL (CROSS DRAIN 30 IN @ 3:1)	EACH	20	\$0.01	\$0.20	\$0.01	\$0.21
	611-07.63	PRE-CAST HEADWALL (CROSS DRAIN 36 IN)	EACH	20	\$0.01	\$0.20	\$0.01	\$0.21
	611-09.01	ADJUSTMENT OF EXISTING CATCHBASIN GRATES & FRAMES	EACH	40	\$450.00	\$18,000.00	\$479.25	\$19,170.00
18	611-12.01	CATCHBASINS, TYPE 12, DEPTH 0' - 4' (D-CB-12P, D-CB-12RA, & D-CB-12A)	EACH	5	\$0.01	\$0.05	\$0.01	\$0.05
	611-12.01 (A)	CATCHBASINS, ADJUSTMENT TYPE 12, DEPTH +/- 1'	PER FT	1	\$1,000.00	\$1,000.00	\$1,065.00	\$1,065.00
18	611-14.01	CATCHBASINS, TYPE 14, DEPTH 0' - 4' (D-CB-14P, D-CB-14RB & D-CB-14A)	EACH	5	\$0.01	\$0.05	\$0.01	\$0.05
	611-14.01 (A)	CATCHBASINS, ADJUSTMENT TYPE 14, DEPTH +/- 1'	PER FT	1	\$1,000.00	\$1,000.00	\$1,065.00	\$1,065.00
5, 21	701-01.01	CONCRETE SIDEWALK (4-INCH DEPTH, CLASS "A" W/FIBER MESH, BROOM FINISH)	S.F.	10,000	\$8.00	\$80,000.00	\$8.52	\$85,200.00
5, 21	701-01.01 (A)	CONCRETE SIDEWALK (8-INCH DEPTH FOR RADIUS RETURNS, CLASS "A" W/FIBER MESH, BROOM FINISH)	S.F.	10,000	\$0.01	\$100.00	\$0.01	\$106.50
5, 21	701-01.06	PEBBLE FINISH CONCRETE SIDEWALK (4-INCH DEPTH, CLASS "A" W/FIBER MESH)	S.F.	2,000	\$0.01	\$20.00	\$0.01	\$21.30
5, 21	701-01.07	EXPOSED AGGREGATE CONCRETE DRIVEWAY (4-INCH DEPTH, CLASS "A" W/FIBER MESH)	S.F.	1,500	\$0.01	\$15.00	\$0.01	\$15.98
5, 21	701-01.07 (A)	EXPOSED AGGREGATE CONCRETE DRIVEWAY (6-INCH DEPTH, CLASS "A" W/FIBER MESH)	S.F.	1,500	\$0.01	\$15.00	\$0.01	\$15.98
5, 21	701-02	CONCRETE DRIVEWAY (4-INCH DEPTH, CLASS "A" W/FIBER MESH, BROOM FINISH)	S.F.	1,500	\$0.01	\$15.00	\$0.01	\$15.98
5, 21	701-02 (A)	CONCRETE DRIVEWAY (6-INCH DEPTH, CLASS "A" W/FIBER MESH, BROOM FINISH)	S.F.	1,500	\$0.01	\$15.00	\$0.01	\$15.98
5, 21	701-02.01	CONCRETE HANDICAP RAMP (RETROFIT, 8-INCH DEPTH, CLASS "A" W/FIBER MESH, DETECTABLE WARNINGS)	EACH	50	\$1,500.00	\$75,000.00	\$1,597.50	\$79,875.00
5, 21	701-02.02	CONCRETE DRIVEWAY (8-INCH DEPTH, CLASS "A" W/FIBER MESH, BROOM FINISH)	S.F.	1,500	\$0.01	\$15.00	\$0.01	\$15.98
5, 21	701-02.07 (B)	EXPOSED AGGREGATE CONCRETE DRIVEWAY (8-INCH DEPTH, CLASS "A" W/FIBER MESH)	S.F.	1,500	\$0.01	\$15.00	\$0.01	\$15.98
6, 21	702-01	CONCRETE CURB (TURN DOWN - TO BE USED AS DIRECTED) EXTRUDED SLOPING CURB (NEW INSTALLATION)	L.F.	1,500	\$26.00	\$39,000.00	\$27.69	\$41,535.00
6, 21	702-01.01	W/RUBBERIZED EXPANSION JOINT, GREATER THAN 300' Section, RP-MC-2)	L.F.	7,500	\$0.01	\$75.00	\$0.01	\$79.88

CITY OF BRENTWOOD
ROADWAY REPAIRS AND IMPROVEMENTS
2022-2023

FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	2022-2023 UNIT PRICE	2022-2023 BUDGET AMOUNT	2023-2024 UNIT PRICE	2023-2024 BUDGET AMOUNT
6, 21	702-01.01 (A)	EXTRUDED SLOPING CURB (REMOVAL AND REPAIR INSTALLATION LESS THAN 300' SECTION W/RUBBERIZED EXPANSION JOINT, RP-MC-2)	L.F.	2,500	\$28.00	\$70,000.00	\$29.82	\$74,550.00
	702-01.02	CONCRETE CURB, (12"-TO BE USED AS DIRECTED AT RADIUS RETURNS)	L.F.	200	\$25.00	\$5,000.00	\$26.63	\$5,325.00
6, 21	702-03	CONCRETE COMBINED CURB & GUTTER (NEW INSTALLATION W/RUBBERIZED EXPANSION JOINT, GREATER THAN 300' SECTION, RP-NMC-10)	L.F.	5,000	\$0.01	\$50.00	\$0.01	\$53.25
6, 21	702-03 (A)	CONCRETE COMBINED CURB & GUTTER (REMOVAL AND REPAIR INSTALLATION LESS THAN 300' SECTION W/RUBBERIZED EXPANSION JOINT, RP-NMC-10)	L.F.	500	\$60.00	\$30,000.00	\$63.90	\$31,950.00
	920-12.01	RUBBERIZED EXPANSION JOINT (ASTM D-1751-97)	L.F.	1,000	\$0.01	\$10.00	\$0.01	\$10.65
19	705-01.04	METAL BEAM GUARD FENCE	L.F.	200	\$125.00	\$25,000.00	\$133.13	\$26,625.00
	705-02.02	SINGLE GUARDRAIL (TYPE 2, NEW INSTALLATION)	L.F.	250	\$60.00	\$15,000.00	\$63.90	\$15,975.00
	705-04.09	EARTH PAD FOR TYPE 38 GR END TREATMENT	EACH	1	\$2,500.00	\$2,500.00	\$2,662.50	\$2,662.50
	705-06.20	TAN ENERGY ABSORBING TERMINAL (MASH TL3)	EACH	1	\$5,500.00	\$5,500.00	\$5,857.50	\$5,857.50
	705-06.30	GUARDRAIL TERMINAL (MASH TL2)	EACH	1	\$4,500.00	\$4,500.00	\$4,792.50	\$4,792.50
	705-12.11	GUARDRAIL STEEL POST TYPE 2 (8 FT.)	L.F.	125	\$80.00	\$10,000.00	\$85.20	\$10,650.00
	705-06.10	GR TERMINAL TRAILING END (TYPE 13) MASH TL-3	EACH	2	\$2,600.00	\$5,200.00	\$2,769.00	\$5,538.00
	706-02.01	GUARDRAIL (REMOVE & RESET)	L.F.	500	\$30.00	\$15,000.00	\$31.95	\$15,975.00
	710-02	AGGREGATE UNDERDRAINS (WITH 4 IN. PIPE)	L.F.	250	\$0.01	\$2.50	\$0.01	\$2.66
	710-04	FILTER CLOTH UNDERDRAIN (WITH PIPE)	L.F.	250	\$0.01	\$2.50	\$0.01	\$2.66
7	712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	1	\$150.00	\$150.00	\$159.75	\$159.75
7	712-04.10	TEMPORARY FLEXIBLE TUBULAR DELINEATOR	EACH	1	\$150.00	\$150.00	\$159.75	\$159.75
7	712-05.01	WARNING LIGHTS (TYPE A)	EACH	1	\$125.00	\$125.00	\$133.13	\$133.13
7	712-05.03	WARNING LIGHTS (TYPE C)	EACH	1	\$125.00	\$125.00	\$133.13	\$133.13
7	712-06	SIGNS (CONSTRUCTION)	S.F.	1	\$25.00	\$25.00	\$26.63	\$26.63
	730-12.02(A)	CONDUIT 2" DIAMETER, (PVC, INCLUDES ASPHALT OR CONCRETE TRENCH REPAIR)	L.F.	250	\$0.01	\$2.50	\$0.01	\$2.66
	730-12.02(B)	CONDUIT 2" DIAMETER, (PVC, INCLUDES SOD TRENCH REPAIR)	L.F.	250	\$0.01	\$2.50	\$0.01	\$2.66
	730-12.03(A)	CONDUIT 3" DIAMETER, (PVC, INCLUDES ASPHALT OR CONCRETE TRENCH REPAIR)	L.F.	250	\$0.01	\$2.50	\$0.01	\$2.66
	730-12.03(B)	CONDUIT 3" DIAMETER, (PVC, INCLUDES SOD TRENCH REPAIR)	L.F.	250	\$0.01	\$2.50	\$0.01	\$2.66
	730-12.08(A)	CONDUIT 2" DIAMETER (RGS, INCLUDES ASPHALT OR CONCRETE TRENCH REPAIR)	L.F.	250	\$0.01	\$2.50	\$0.01	\$2.66
	730-12.08(B)	CONDUIT 2" DIAMETER (RGS, INCLUDES SOD TRENCH REPAIR)	L.F.	250	\$0.01	\$2.50	\$0.01	\$2.66
	730-12.09(A)	CONDUIT 3" DIAMETER (RGS, INCLUDES ASPHALT OR CONCRETE TRENCH REPAIR)	L.F.	250	\$0.01	\$2.50	\$0.01	\$2.66
	730-12.09(B)	CONDUIT 3" DIAMETER (RGS, INCLUDES SOD TRENCH REPAIR)	L.F.	250	\$0.01	\$2.50	\$0.01	\$2.66
	730-12.13	CONDUIT 2" DIAMETER (JACKED OR BORED)	L.F.	100	\$0.01	\$1.00	\$0.01	\$1.07
	730-12.14	CONDUIT 3" DIAMETER (JACK AND BORE)	L.F.	100	\$0.01	\$1.00	\$0.01	\$1.07
	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 SHALL BE AT THE CONTRACTORS EXPENSE.)	L.F.	500	\$0.01	\$5.00	\$0.01	\$5.33
8	795-09.09	RELOCATE/RECONNECT EXISTING WATER METERS	EACH	20	\$0.01	\$0.20	\$0.01	\$0.21
10	795-09.09 (A)	ADJUST HEIGHT OF EXISTING WATER METERS	EACH	20	\$0.01	\$0.20	\$0.01	\$0.21

CITY OF BRENTWOOD
ROADWAY REPAIRS AND IMPROVEMENTS
2022-2023

FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	2022-2023 UNIT PRICE	2022-2023 BUDGET AMOUNT	2023-2024 UNIT PRICE	2023-2024 BUDGET AMOUNT
	795-12.20	ADJUSTMENT OF EXISTING WATER VALVE BOXES	EACH	40	\$450.00	\$18,000.00	\$479.25	\$19,170.00
	797-07.63	REPLACE MANHOLE CASTING	EACH	0	\$0.01	\$0.00	\$0.01	\$0.00
16	801-01	SEEDING (WITH MULCH)	UNIT	200	\$5.00	\$1,000.00	\$5.33	\$1,066.00
	801-03	WATER (SEEDING & SODDING)	M.G.	100	\$1.00	\$100.00	\$1.07	\$107.00
16	803-01	SODDING (NEW SOD)	S.Y.	1,500	\$7.46	\$11,190.00	\$7.46	\$11,190.00
	805-12.02	EROSION CONTROL BLANKET (TYPE II)	S.Y.	5,000	\$0.01	\$50.00	\$0.01	\$50.00
		SUB-TOTAL ROADWAY BASE BID				\$3,904,085.50		\$4,157,851.06
FOOTNOTES	ITEM NO.	THE FOLLOWING ITEMS ARE TO BE USED BY BRENTWOOD PARKS DEPARTMENT	UNIT	QTY.	2022-2023 UNIT PRICE	2022-2023 BUDGET AMOUNT	2023-2024 UNIT PRICE	2023-2024 BUDGET AMOUNT
	202-03.01	REMOVAL & DISPOSAL OF ASPHALT PAVEMENT	S.Y.	250	\$30.00	\$7,500.00	\$31.95	\$7,987.50
	203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	200	\$10.00	\$2,000.00	\$10.65	\$2,130.00
	203-07	FURNISHING & SPREADING TOPSOIL	C.Y.	20	\$10.00	\$200.00	\$10.65	\$213.00
	209-08.03	TEMPORARY FILTER BARRIER (WITHOUT BACKING)	L.F.	500	\$5.00	\$2,500.00	\$5.33	\$2,665.00
	303-01	MINERAL AGGREGATE TYPE A BASE GRADING D	TON	375	\$25.00	\$9,375.00	\$26.63	\$9,984.38
1	402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	2	\$0.01	\$0.02	\$0.01	\$0.02
	402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	9	\$0.01	\$0.09	\$0.01	\$0.10
1, 12	411-01.07	AC'S MIX (PG64-22) GRADING "E" SHOULDER	TON	150	\$135.00	\$20,250.00	\$143.78	\$21,566.25
3, 4	607-00(A)	6" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	20	\$10.00	\$200.00	\$10.65	\$213.00
	607-00(B)	8" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	20	\$10.00	\$200.00	\$10.65	\$213.00
3, 4	607-01(A)	12" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	20	\$10.00	\$200.00	\$10.65	\$213.00
3, 4	607-02 (A)	15" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	20	\$10.00	\$200.00	\$10.65	\$213.00
3, 4	607-03.30	18" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	20	\$10.00	\$200.00	\$10.65	\$213.00
5, 21	701-02.01	CONCRETE HANDICAP RAMP (RETROFIT, 8-INCH DEPTH, CLASS "A" W/FIBER MESH, DETECTABLE WARNING)	EACH	4	\$1,500.00	\$6,000.00	\$1,597.50	\$6,390.00
16	801-01	SEEDING (WITH MULCH)	UNIT	10	\$5.00	\$50.00	\$5.33	\$53.25
	801-03	WATER (SEEDING & SODDING)	M.G.	5	\$1.00	\$5.00	\$1.07	\$5.33
16	803-01	SODDING (NEW SOD)	S.Y.	350	\$6.50	\$2,275.00	\$6.92	\$2,422.00
	805-12.02	EROSION CONTROL BLANKET (TYPE II)	S.Y.	150	\$5.00	\$750.00	\$5.33	\$798.75
		SUBTOTAL PARK BASE BID				\$51,905.11		\$55,278.94
		TOTAL BASE BID				\$3,955,990.61		\$4,213,130.00

BONDING COMPANY

Fidelity & Deposit Company of Maryland

Fidelity & Deposit Company of Maryland

FOOTNOTES

Net Adjustment \$257,139.39

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF 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 others. 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 Users 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 No. 1910-8-A-2 (1996 Edition)

**EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

Article I.

ON THE BASIS OF STIPULATED PRICE

THIS AGREEMENT is by and between **The City of Brentwood,** (hereinafter called OWNER) and **Four Star Paving, LLC,** (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

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

1. The contractor shall provide all labor, materials and equipment necessary for street repair projects within the City of Brentwood.
2. This project is to be constructed under the Standard Specifications of the Tennessee Department of Transportation Dated: January 1, 2021 and additional specifications and special provisions contained in the construction documents.
3. The cost of this project shall be based on a unit price bid for various items required on each work order issued by the City.

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:

General Construction - Roadway Repairs and Improvements in the City of Brentwood for fiscal Year 2022 - 2023.

Section 1.01

Sullivan Engineering Project No. 22-002

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. The Roadway Work will be substantially complete as indicated in section 6.01; 6.02; and 6.05 of the "BID FORM".

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 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 \$500.00 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 \$500.00 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. 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 paragraph 5.01.A below:

- A. 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 agreed upon estimated quantity of that item as indicated and attached hereto as an exhibit.
- B. 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.

CONSTRUCTION ESTIMATE

This project is to be constructed under the Standard and Supplemental Specifications of the Tennessee Department of Transportation Dated: January 1, 2015 and additional specifications and special provisions contained in the construction documents.

UNIT PRICE WORK

CONSTRUCTION ESTIMATE						
FOOTNOTES	ITEM NO.	THE FOLLOWING ITEMS ARE TO BE USED BY BRENTWOOD PARKS DEPARTMENT	UNIT	QTY.	UNIT PRICE	AMOUNT
	202-03	REMOVAL & DISPOSAL OF RIGID PAVEMENT	S.Y.	2,500	\$0.01	\$25.00
	202-03.01	REMOVAL & DISPOSAL OF ASPHALT PAVEMENT	S.Y.	5,000	\$24.00	\$120,000.00
	202-08.10	REMOVAL & DISPOSAL OF EXISTING CURB (EXTRUDED & CURB/GUTTER)	L.F.	3,000	\$0.01	\$30.00
	203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	2,000	\$0.01	\$20.00
	203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	500	\$0.01	\$5.00

CONSTRUCTION ESTIMATE

FOOTNOTES	ITEM NO.	THE FOLLOWING ITEMS ARE TO BE USED BY BRENTWOOD PARKS DEPARTMENT	UNIT	QTY.	UNIT PRICE	AMOUNT
	203-07	FURNISHING & SPREADING TOPSOIL	C.Y.	500	\$0.01	\$5.00
	209-08.03	TEMPORARY FILTER BARRIER (WITHOUT BACKING), (AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT SHALL BE AT THE CONTRACTORS EXPENSE.)	L.F.	500	\$0.01	\$5.00
	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 SHALL BE AT THE CONTRACTORS EXPENSE.)	EACH	5	\$100.00	\$500.00
	303-01	MINERAL AGGREGATE TYPE A BASE GRADING D	TON	5,000	\$5.00	\$25,000.00
9	303-10.04	MINERAL AGGREGATE (SIZE #9)	TONS	500	\$0.01	\$5.00
1	307-01.01	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING A	TON	2,500	\$70.00	\$175,000.00
1	307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	5,000	\$72.00	\$360,000.00
1	402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	28	\$0.01	\$0.28
	402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	112	\$0.01	\$1.12
1	403-02.01	TRACKLESS TACK COAT (TC)	TON	10	\$1,100.00	\$11,000.00
15	405-03.01	PM REJUVENATING SCRUB SEAL	S.Y	1,300	\$0.01	\$13.00
13, 14	407-02.14	ASPHALT PAVEMENT REPAIR (INFRARED)	L.S.	5	\$1,100.00	\$5,500.00
1	411-01.11	ACS MIX (PG64-22) GRADING "E" ROADWAY	TON	6,000	\$125.00	\$750,000.00
1, 11	411-01.11 (SH)	SPEED HUMP ACS MIX (PG64-22) GRADING "E"	EACH	1	\$4,000.00	\$4,000.00
1, 17	411-01.12 (ST)	SPEED TABLE ACS MIX (PG64-22) GRADING "E"	EACH	1	\$7,000.00	\$7,000.00
1	411-03.07	ACS MIX (PG64-22) THIN LIFT ASPHALT	TON	500	\$88.00	\$44,000.00
1	411-03.10	ACS MIX(PG76-22) GRADING D	TON	6,000	\$130.00	\$780,000.00
1	411-03.11	ACS MIX(PG76-22) GRADING E ROADWAY	TON	6,000	\$130.00	\$780,000.00

CONSTRUCTION ESTIMATE

FOOTNOTES	ITEM NO.	THE FOLLOWING ITEMS ARE TO BE USED BY BRENTWOOD PARKS DEPARTMENT	UNIT	QTY.	UNIT PRICE	AMOUNT
1	411-03.12	ACS MIX (PG64-22) THIN LIFT D ASPHALT	TON	2,000	\$130.00	\$260,000.00
2	415-01.02	COLD PLANING BITUMINOUS PAVEMENT	S.Y.	11,250	\$5.00	\$56,250.00
23	415-01.02 (A)	COLD PLANING BITUMINOUS PAVEMENT	S.Y.	3,750	\$8.00	\$30,000.00
22	502-08.01	RESEALING JOINTS (HOT POURED ELASTIC)	S.F.	8,000	\$0.01	\$80.00
20	604-07.01	RETAINING WALL (REINFORCED EARTH, "MSE")	S.F.	1,000	\$10.00	\$10,000.00
	604-07.01	RETAINING WALL (CLASS "A" CONCRETE, NOT TO EXCEED 24" IN HEIGHT)	L.F.	200	\$25.00	\$5,000.00
	604-07.02	RETAINING WALL (CLASS "A" CONCRETE, 6" to 12" IN HEIGHT)	L.F.	750	\$27.00	\$20,250.00
20	604-07.75	RESTORATION OF REINFORCED EARTH WALLS	S.F.	1,000	\$10.00	\$10,000.00
3, 4	607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	400	\$0.01	\$4.00
3, 4	607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	L.F.	400	\$0.01	\$4.00
3, 4	607-06.02	30" CONCRETE PIPE CULVERT (CLASS III)	L.F.	400	\$0.01	\$4.00
3, 4	607-07.02	36" CONCRETE PIPE CULVERT (CLASS III)	L.F.	400	\$0.01	\$4.00
3, 4	607-03.30	18" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	400	\$0.01	\$4.00
3, 4	607-05.30	24" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	400	\$0.01	\$4.00
3, 4	607-06.30	30" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	400	\$0.01	\$4.00
3, 4	607-07.30	36" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	400	\$0.01	\$4.00
	611-01.20	ADJUSTMENT OF MANHOLE COVERS & FRAMES	EACH	40	\$450.00	\$18,000.00
18	611-03.04	GRAY IRON CASTINGS (CATCHBASIN)	LB.	4,380	\$0.01	\$43.80
	611-07.01	CLASS A CONCRETE (PIPE ENDWALLS)	C.Y.	200	\$0.01	\$2.00
	611-07.02	STEEL BAR REINFORCEMENT (PIPE ENDWALLS)	LB.	1,000	\$0.01	\$10.00
	611-07.03	STRUCTURAL STEEL (PIPE ENDWALLS)	LB.	500	\$0.01	\$5.00

CONSTRUCTION ESTIMATE

FOOTNOTES	ITEM NO.	THE FOLLOWING ITEMS ARE TO BE USED BY BRENTWOOD PARKS DEPARTMENT	UNIT	QTY.	UNIT PRICE	AMOUNT
	611-07.54	PRE-CAST HEADWALL (CROSS DRAIN 18 IN @ 3:1)	EACH	20	\$0.01	\$0.20
	611-07.57	PRE-CAST HEADWALL (CROSS DRAIN 24 IN @ 3:1)	EACH	20	\$0.01	\$0.20
	611-07.60	PRE-CAST HEADWALL (CROSS DRAIN 30 IN @ 3:1)	EACH	20	\$0.01	\$0.20
	611-07.63	PRE-CAST HEADWALL (CROSS DRAIN 36 IN)	EACH	20	\$0.01	\$0.20
	611-09.01	ADJUSTMENT OF EXISTING CATCHBASIN GRATES & FRAMES	EACH	40	\$450.00	\$18,000.00
18	611-12.01	CATCHBASINS, TYPE 12, DEPTH 0' - 4' (D-CB-12P, D-CB-12RA, & D-CBB-12A)	EACH	5	\$0.01	\$0.05
	611-12.01 (A)	CATCHBASINS, ADJUSTMENT TYPE 12, DEPTH +/- 1'	PER FT	1	\$1,000.00	\$1,000.00
18	611-14.01	CATCHBASINS, TYPE 14, DEPTH 0' - 4' (D-CB-14P, D-CB-14RB & D-CBB-12A)	EACH	5	\$0.01	\$0.05
	611-14.01 (A)	CATCHBASINS, ADJUSTMENT TYPE 14, DEPTH +/- 1'	PER FT	1	\$1,000.00	\$1,000.00
5, 21	701-01.01	CONCRETE SIDEWALK (4-INCH DEPTH, CLASS "A" W/FIBER MESH, BROOM FINISH)	S.F.	10,000	\$8.00	\$80,000.00
5, 21	701-01.01 (A)	CONCRETE SIDEWALK (8-INCH DEPTH FOR RADIUS RETURNS, CLASS "A" W/FIBER MESH, BROOM FINISH)	S.F.	10,000	\$0.01	\$100.00
5, 21	701-01.06	PEBBLE FINISH CONCRETE SIDEWALK (4-INCH DEPTH, CLASS "A" W/FIBER MESH)	S.F.	2,000	\$0.01	\$20.00
5, 21	701-01.07	EXPOSED AGGREGATE CONCRETE DRIVEWAY (4-INCH DEPTH, CLASS "A" W/FIBER MESH)	S.F.	1,500	\$0.01	\$15.00
5, 21	701-01.07 (A)	EXPOSED AGGREGATE CONCRETE DRIVEWAY (6-INCH DEPTH, CLASS "A" W/FIBER MESH)	S.F.	1,500	\$0.01	\$15.00
5, 21	701-02	CONCRETE DRIVEWAY (4-INCH DEPTH, CLASS "A" W/FIBER MESH, BROOM FINISH)	S.F.	1,500	\$0.01	\$15.00
5, 21	701-02 (A)	CONCRETE DRIVEWAY (6-INCH DEPTH, CLASS "A" W/FIBER MESH, BROOM FINISH)	S.F.	1,500	\$0.01	\$15.00
5, 21	701-02.01	CONCRETE HANDICAP RAMP (RETROFIT, 8-INCH DEPTH, CLASS "A" W/FIBER MESH, DETECTABLE WARNINGS)	EACH	50	\$1,500.00	\$75,000.00
5, 21	701-02.02	CONCRETE DRIVEWAY (8-INCH DEPTH, CLASS "A" W/FIBER MESH, BROOM FINISH)	S.F.	1,500	\$0.01	\$15.00
5, 21	701-02.07 (B)	EXPOSED AGGREGATE CONCRETE DRIVEWAY (8-INCH DEPTH, CLASS "A" W/FIBER MESH)	S.F.	1,500	\$0.01	\$15.00
6, 21	702-01	CONCRETE CURB, (TURN DOWN - TO BE USED AS DIRECTED)	L.F.	1,500	\$26.00	\$39,000.00

CONSTRUCTION ESTIMATE

FOOTNOTES	ITEM NO.	THE FOLLOWING ITEMS ARE TO BE USED BY BRENTWOOD PARKS DEPARTMENT	UNIT	QTY.	UNIT PRICE	AMOUNT
6, 21	702-01.01	EXTRUDED SLOPING CURB (NEW INSTALLATION W/RUBBERIZED EXPANSION JOINT, GREATER THAN 300' SECTION, RP-MC-2)	L.F.	7,500	\$0.01	\$75.00
6, 21	702-01.01 (A)	EXTRUDED SLOPING CURB (REMOVAL AND REPAIR INSTALLATION LESS THAN 300' SECTION W/RUBBERIZED EXPANSION JOINT, RP-MC-2)	L.F.	2,500	\$28.00	\$70,000.00
	702-01.02	CONCRETE CURB, (12"-TO BE USED AS DIRECTED AT RADIUS RETURNS)	L.F.	200	\$25.00	\$5,000.00
6, 21	702-03	CONCRETE COMBINED CURB & GUTTER (NEW INSTALLATION W/RUBBERIZED EXPANSION JOINT, GREATER THAN 300' SECTION, RP-NMC-10)	L.F.	5,000	\$0.01	\$50.00
6, 21	702-03 (A)	CONCRETE COMBINED CURB & GUTTER (REMOVAL AND REPAIR INSTALLATION LESS THAN 300' SECTION W/RUBBERIZED EXPANSION JOINT, RP-NMC-10)	L.F.	500	\$60.00	\$30,000.00
	920-12.01	RUBBERIZED EXPANSION JOINT (ASTM D-1751-97)	L.F.	1,000	\$0.01	\$10.00
19	705-01.04	METAL BEAM GUARD FENCE	L.F.	200	\$125.00	\$25,000.00
	705-02.02	SINGLE GUARDRAIL (TYPE 2, NEW INSTALLATION)	L.F.	250	\$60.00	\$15,000.00
	705-04.09	EARTH PAD FOR TYPE 38 GR END TREATMENT	EACH	1	\$2,500.00	\$2,500.00
	705-06.20	TAN ENERGY ABSORBING TERMINAL (MASH TL3)	EACH	1	\$5,500.00	\$5,500.00
	705-06.30	GUARDRAIL TERMINAL (MASH TL2)	EACH	1	\$4,500.00	\$4,500.00
	705-12.11	GUARDRAIL STEEL POST TYPE 2 (8 FT.)	L.F.	125	\$80.00	\$10,000.00
	705-06.10	GR TERMINAL TRAILING END (TYPE 13) MASH TL-3	EACH	2	\$2,600.00	\$5,200.00
	706-02.01	GUARDRAIL (REMOVE & RESET)	L.F.	500	\$30.00	\$15,000.00
	710-02	AGGREGATE UNDERDRAINS (WITH 4 IN. PIPE)	L.F.	250	\$0.01	\$2.50
	710-04	FILTER CLOTH UNDERDRAIN (WITH PIPE)	L.F.	250	\$0.01	\$2.50
7	712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	1	\$150.00	\$150.00
7	712-04.10	TEMPORARY FLEXIBLE TUBULAR DELINEATOR	EACH	1	\$150.00	\$150.00
7	712-05.01	WARNING LIGHTS (TYPE A)	EACH	1	\$125.00	\$125.00

CONSTRUCTION ESTIMATE

FOOTNOTES	ITEM NO.	THE FOLLOWING ITEMS ARE TO BE USED BY BRENTWOOD PARKS DEPARTMENT	UNIT	QTY.	UNIT PRICE	AMOUNT
7	712-05.03	WARNING LIGHTS (TYPE C)	EACH	1	\$125.00	\$125.00
7	712-06	SIGNS (CONSTRUCTION)	S.F.	1	\$25.00	\$25.00
	730-12.02(A)	CONDUIT 2" DIAMETER, (PVC, INCLUDES ASPHALT OR CONCRETE TRENCH REPAIR)	L.F.	250	\$0.01	\$2.50
	730-12.02(B)	CONDUIT 2" DIAMETER, (PVC, INCLUDES SOD TRENCH REPAIR)	L.F.	250	\$0.01	\$2.50
	730-12.03(A)	CONDUIT 3" DIAMETER, (PVC, INCLUDES ASPHALT OR CONCRETE TRENCH REPAIR)	L.F.	250	\$0.01	\$2.50
	730-12.03(B)	CONDUIT 3" DIAMETER, (PVC, INCLUDES SOD TRENCH REPAIR)	L.F.	250	\$0.01	\$2.50
	730-12.08(A)	CONDUIT 2" DIAMETER (RGS, INCLUDES ASPHALT OR CONCRETE TRENCH REPAIR)	L.F.	250	\$0.01	\$2.50
	730-12.08(B)	CONDUIT 2" DIAMETER (RGS, INCLUDES SOD TRENCH REPAIR)	L.F.	250	\$0.01	\$2.50
	730-12.09(A)	CONDUIT 3" DIAMETER (RGS, INCLUDES ASPHALT OR CONCRETE TRENCH REPAIR)	L.F.	250	\$0.01	\$2.50
	730-12.09(B)	CONDUIT 3" DIAMETER (RGS, INCLUDES SOD TRENCH REPAIR)	L.F.	250	\$0.01	\$2.50
	730-12.13	CONDUIT 2" DIAMETER (JACKED OR BORED)	L.F.	100	\$0.01	\$1.00
	730-12.14	CONDUIT 3" DIAMETER (JACK AND BORE)	L.F.	100	\$0.01	\$1.00
	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 SHALL BE AT THE CONTRACTORS EXPENSE.)	L.F.	500	\$0.01	\$5.00
8	795-09.09	RELOCATE/RECONNECT EXISTING WATER METERS	EACH	20	\$0.01	\$0.20
10	795-09.09 (A)	ADJUST HEIGHT OF EXISTING WATER METERS	EACH	20	\$0.01	\$0.20
	795-12.20	ADJUSTMENT OF EXISTING WATER VALVE BOXES	EACH	40	\$450.00	\$18,000.00
	797-07.63	REPLACE MANHOLE CASTING	EACH	0	\$0.01	\$0.00
16	801-01	SEEDING (WITH MULCH)	UNIT	200	\$5.00	\$1,000.00
	801-03	WATER (SEEDING & SODDING)	M.G.	100	\$1.00	\$100.00

CONSTRUCTION ESTIMATE

FOOTNOTES	ITEM NO.	THE FOLLOWING ITEMS ARE TO BE USED BY BRENTWOOD PARKS DEPARTMENT	UNIT	QTY.	UNIT PRICE	AMOUNT
16	803-01	SODDING (NEW SOD)	S.Y.	1,500	\$7.00	\$10,500.00
	805-12.02	EROSION CONTROL BLANKET (TYPE II)	S.Y.	5,000	\$0.01	\$50.00
SUB-TOTAL ROADWAY BASE BID						\$3,904,085.50
FOOTNOTES	ITEM NO.	THE FOLLOWING ITEMS ARE TO BE USED BY BRENTWOOD PARKS DEPARTMENT	UNIT	QTY.	UNIT PRICE	AMOUNT
	202-03.01	REMOVAL & DISPOSAL OF ASPHALT PAVEMENT	S.Y.	250	\$30.00	\$7,500.00
	203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	200	\$10.00	\$2,000.00
	203-07	FURNISHING & SPREADING TOPSOIL	C.Y.	20	\$10.00	\$200.00
	209-08.03	TEMPORARY FILTER BARRIER (WITHOUT BACKING)	L.F.	500	\$5.00	\$2,500.00
	303-01	MINERAL AGGREGATE TYPE A BASE GRADING D	TON	375	\$25.00	\$9,375.00
1	402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	2	\$0.01	\$0.02
	402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	9	\$0.01	\$0.09
1, 12	411-01.07	ACS MIX (PG64-22) GRADING "E" SHOULDER	TON	150	\$135.00	\$20,250.00
3, 4	607-00(A)	6" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	20	\$10.00	\$200.00
3, 4	607-00(B)	8" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	20	\$10.00	\$200.00
3, 4	607-01(A)	12" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	20	\$10.00	\$200.00
3, 4	607-02(A)	15" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	20	\$10.00	\$200.00
3, 4	607-03.30	18" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	20	\$10.00	\$200.00
5, 21	701-02.01	CONCRETE HANDICAP RAMP (RETROFIT, 8-INCH DEPTH, CLASS "A" W/FIBER MESH, DETECTABLE WARNINGS)	EACH	4	\$1,500.00	\$6,000.00
16	801-01	SEEDING (WITH MULCH)	UNIT	10	\$5.00	\$50.00
	801-03	WATER (SEEDING & SODDING)	M.G.	5	\$1.00	\$5.00

CONSTRUCTION ESTIMATE

FOOTNOTES	ITEM NO.	THE FOLLOWING ITEMS ARE TO BE USED BY BRENTWOOD PARKS DEPARTMENT	UNIT	QTY.	UNIT PRICE	AMOUNT
16	803-01	SODDING (NEW SOD)	S.Y.	350	\$6.50	\$2,275.00
	805-12.02	EROSION CONTROL BLANKET (TYPE II)	S.Y.	150	\$5.00	\$750.00
SUB-TOTAL PARK BASE BID						\$51,905.11
TOTAL PROJECT COST					\$3,955,990.61	

FOOTNOTES

- (1) UNIT COST IS ARE SUBJECT TO ADJUSTMENT PER TDOT'S SPECIAL PROVISION 109B, PRICE ADJUSTMENT FOR BITUMINOUS MATERIAL
- (2) COLD PLANE OPERATIONS SHALL BE BASED ON AN AVERAGE DEPTH OF ZERO TO THREE INCHES OVER THE ENTIRE AREA. AREAS TO BE COLD PLANNED SHALL BE RESURFACED WITHIN 30 DAYS OF COMPLETION OF THAT SECTION OF ROADWAY UNLESS AN AUTHORIZED REPRESENTATIVE OF THE CITY OF BRENTWOOD HAS OBTAINED PRIOR APPROVAL.
- (3) ALL EXCAVATION FOR STORM DRAINAGE PIPE SHALL BE CONSIDERED UNCLASSIFIED MATERIAL AT A DEPTH OF PIPE DIAMETER PLUS 3 FEET.
- (4) UNIT COST INCLUDES BEDDING MATERIAL IN ACCORDANCE WITH TDOT STANDARD DRAWING D-PB-1 AND D-PB-2.
- (5) UNIT PRICE BID INCLUDES EXCAVATION, 4" STONE BEDDING, RUBBERIZED EXPANSION MATERIAL (ASTM D-1751-97), TOPSOIL BACKFILL, 2-FOOT SOD STRIP ON EACH SIDE AND ALL APPURTENANCES TO COMPLETE THE WORK
- (6) UNIT PRICE BID INCLUDES EXCAVATION, STONE BEDDING, RUBBERIZED EXPANSION MATERIAL (ASTM D-1751-97), TOPSOIL BACKFILL, 2-FOOT SOD STRIP, AND ALL APPURTENANCES TO COMPLETE THE WORK.
- (7) TO BE USED AS DIRECTED BY THE BRENTWOOD PUBLIC WORKS DIRECTOR OR AUTHORIZED REPRESENTATIVE.
- (8) INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT FOR REMOVAL OF EXISTING WATER SERVICE METER ASSEMBLY AND INSTALLING AT NEWLY IDENTIFIED LOCATION.
- (9) TO BE USED FOR ADDITIONAL PIPE BEDDING MATERIAL AS DIRECTED BY THE PUBLIC WORKS DIRECTOR OR AUTHORIZED REPRESENTATIVE.
- (10) INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT FOR REMOVAL OF EXISTING WATER METER BOX AND ADJUSTING TO MATCH ADJOINING GRADE
- (11) COORDINATE WITH CITY OF BRENTWOOD SPECIAL PROVISION CB-111, DECEMBER 28, 2018
- (12) RESURFACING OF EXISTING TRAILS VARIES FROM 8 TO 10 FEET. NEW TRAIL CONSTRUCTION SHALL BE A MINIMUM OF 10 FEET IN WIDTH.
- (13) UNIT PRICE BID INCLUDES ALL EQUIPMENT, MATERIALS AND LABOR FOR REPAIR OF AN ASPHALT SURFACE. UNIT PRICE INCLUDES UP TO 126 SF OF SURFACE AREA AND A 4 HOUR ON SITE VISIT, WHICH MAY INCLUDE MULTIPLE LOCATIONS.
- (14) INFRARED PAVEMENT REPAIR USES AN INFRARED HEATING UNIT TO HEAT IN-PLACE ASPHALT TO SOFTEN IT TO A WORKABLE STATE, THEN NEW ASPHALT CAN BE ADDED WHICH FUSES SEAMLESSLY TO THE OLD. THE CONTRACTOR WILL BE COMPENSATED ON A LUMP SUM BASIS PER FOUR HOUR INCREMENT

WITH AN AVERAGE REPAIR OF 120 SQUARE FEET WHICH MAY INCLUDE MULTIPLE SITES. THE STEP-BY-STEP PROCESS FOR POTHOLE REPAIR USING A TRUCK-MOUNTED INFRARED PAVEMENT HEATER IS:

- a. SWEEP AND DRY THE AREA.
- b. POSITION THE INFRARED HEATING ARRAY OVER THE POTHOLE FOR SEVEN TO 10 MINUTES.
- c. REMOVE THE HEATER AND RAKE THE SOFTENED (350 DEGREE) ASPHALT.
- d. MIX IN A REJUVENATOR TO REPLENISH LIGHT OILS THAT HAVE OXIDIZED AWAY.
- e. ADD A SMALL AMOUNT OF FRESH ASPHALT AND GRADE IT TO LEVEL WITH A LUTE.
- f. USE A VIBRATORY ROLLER TO COMPACT AND FUSE THE PATCH WITH THE SURROUNDING PAVEMENT.
- g. 12-MONTH WARRANTY ON REPAIRED AREA.
- h. TIME BEGINS UPON ARRIVAL TO FIRST JOBSITE AND ENDS UPON DEPARTURE FROM FINAL JOB.
- i. TRAFFIC CONTROL INCLUDED

(15) REJUVENATING SCRUB SEAL

- a. PREP AND CLEAN ASPHALT FROM DIRT, DEBRIS, AND VEGETATION, WHICH MAY REQUIRE PRESSURE WASHING
- b. SEALER WILL NOT BOND TO SEVERE OIL ON ASPHALT DAMAGE

(16) SEED AND SOD SHALL BE PER TDOT SECTION 918.01. THE ONLY ALLOWABLE MIXTURE WILL BE LIMITED TO TABLE 918.01-1 GROUP A (FEBRUARY 1 – JULY 1) AND TABLE 918.01-4 GROUP C (AUGUST 1 – DECEMBER 1).

(17) COORDINATE WITH CITY OF BRENTWOOD SPECIAL PROVISION CB-112, DECEMBER 31, 2018.

(18) CURB IRON TO HAVE A SOLID BACK. THE CONTRACTOR MAY SUBSTITUTE NEENAH R-3067V OR APPROVED EQUAL HAVING A SOLID BACK. TOP OF CATCHBASIN MAY REQUIRE MINOR MODIFICATIONS TO ACCOMMODATE THE NEENAH R-3067V SOLID BACK CASTING.

(19) ATTACHMENT TO TOP DECK OF BOX/SLAB.

(20) UNIT COST DOES NOT INCLUDE PREPARATION OR SUBMITTAL OF NECESSARY PERMITS. UNIT PRICE BID IS FOR WALL HEIGHTS 6 FEET OR LESS, INCLUSIVE OF COFFER DAMS (IF REQUIRED), CLEARING, SITE PREPARATION, STRIP/PLACE TOPSOIL, EXCAVATION, BACKFILL AND ALL OTHER ITEMS NECESSARY FOR A COMPLETED WALL SYSTEM. EROSION CONTROL FEATURES, OTHER THAN COFFER DAMS, WILL BE PAID FOR SEPARATELY.

(21) BEGIN WORK WITHIN FOURTEEN (14) DAYS AFTER WRITTEN NOTIFICATION OF THE WORK ORDER ISSUED UNDER THIS CONTRACT. EACH AND EVERY WORK ORDER ISSUED SHALL HAVE A MUTUALLY AGREED UPON DATE OF SUBSTANTIAL COMPLETION, AND ALL WORK SHALL BE COMPLETED AND READY FOR FINAL PAYMENT IN ACCORDANCE WITH PARAGRAPH 14.07.B OF THE GENERAL CONDITIONS. THE CONTRACTOR FURTHER AGREES THAT IF WORK IS NOT INITIATED AND COMPLETED WITHIN THE MUTUALLY AGREED UPON CONSTRUCTION SCHEDULE THE OWNER RESERVES THE OPTION TO IMPOSE LIQUIDATED DAMAGES IN ACCORDANCE WITH SECTION 4.03 OF THE "STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF STIPULATED PRICE".

(22) UNIT PRICE BID INCLUDES PRIOR INSTALLATION OF THE SEAL COAT, CLEANING OF ALL SURFACES TO BE SEALED BY SWEEPING WITH A MOTORIZED BROOM TO REMOVE ANY LOOSE MATERIAL. CLEAN DEPRESSIONS AND CRACKS NOT REACHED BY THE POWER BROOM USING HAND BROOMS OR PRESSURIZED AIR. DEPENDING ON SEVERITY OF THE CRACK ADDITIONAL ROUTING MAY BE REQUIRED AS DIRECTED BY THE CITY OR AUTHORIZED REPRESENTATIVE. MATERIAL TO BE COORDINATED WITH TDOT SPECIFICATION 905.05.

(23) COLD PLANE OPERATIONS SHALL BE BASED ON AN AVERAGE DEPTH OF THREE TO FIVE INCHES OVER THE ENTIRE AREA. AREAS TO BE COLD PLANNED SHALL BE RESURFACED WITHIN 30 DAYS OF COMPLETION OF THAT SECTION OF ROADWAY UNLESS AN AUTHORIZED REPRESENTATIVE OF THE CITY OF BRENTWOOD HAS OBTAINED PRIOR APPROVAL.

GENERAL NOTES (ALL ITEMS)

(1) WORKING HOURS WILL BE FROM 7:00 AM UNTIL DARK MONDAY THROUGH SATURDAY. NO WORK WILL BE ALLOWED ON SUNDAY UNLESS IT HAS BEEN CLASSIFIED AS AN EMERGENCY AND APPROVED BY THE DIRECTOR OF PUBLIC WORKS.

(2) AN INITIAL WORK ORDER IS TENTATIVELY SCHEDULED TO BE ISSUED ON JUNE 1, 2022. ONCE A CONTRACT HAS BEEN ISSUED, ON OR ABOUT JULY 1, 2022 ALL DOCUMENTS FROM THAT POINT, FORWARD WILL SENT TO THE ATTENTION OF MR. TODD HOPPENSTEDT, BRENTWOOD DIRECTOR OF PUBLIC WORKS.

(3) BONDS WILL BE REQUIRED AS NOTED IN THE CONTRACT DOCUMENTS. HOWEVER, BONDS WILL NOT BE REQUIRED FOR INDIVIDUAL WORK ORDERS ISSUED. A RETAINER WILL NOT BE WITHHELD FROM EACH WORK ORDER ISSUED.

(4) UNIT PRICE BID FOR ALL ITEMS SHALL INCLUDE ALL MOBILIZATION AND LAYOUT FOR A COMPLETE SYSTEM INCLUSIVE OF ALL WATER QUALITY, EROSION, AND TRAFFIC CONTROL MEASURE INCLUSIVE OF PERMIT PREPARATION TO COMPLY WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS. PERMIT APPLICATION FEES SHALL BE REIMBURSED BY THE CITY OF BRENTWOOD.

(5) MEASUREMENT AND PAYMENT OF QUANTITIES SHALL BE IN ACCORDANCE WITH THE STANDARD AND SUPPLEMENTAL SPECIFICATIONS OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION DATED: JANUARY 1, 2015 AND ADDITIONAL SPECIFICATIONS AND SPECIAL PROVISIONS CONTAINED IN THE CONSTRUCTION DOCUMENTS.

(6) ALL ITEMS WITHIN THIS CONTRACT INCLUDE INSTALLATION OF NECESSARY TRAFFIC AND EROSION CONTROL IN THE UNIT PRICE BID, IN ACCORDANCE WITH CITY REQUIREMENTS. TEMPORARY LANE LINE AND SPECIALTY MARKINGS WILL NOT BE REQUIRED AND SHALL BE THE RESPONSIBILITY OF THE CITY OF BRENTWOOD.

(7) TDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 104 SCOPE OF WORK, ARTICLE 104.02 CHANGES IN PLANS OR IN CHARACTER OF CONSTRUCTION, SUB-SECTION C HAS BEEN DELETED AND NOT APPLICABLE TO THIS CONTRACT.

(8) PAYMENT FOR THE TOP TWO LAYERS OF ASPHALT ON MAINLINE AND SIDE ROAD PAVING SHALL BE BASED ON THE RATE OF APPLICATION NOTED ON THE PAVING SCHEDULE WITH A TOLERANCE OF 1/4" +/- . AN AVERAGE COMPACTED THICKNESS SHALL BE DETERMINED BASED ON CORE SAMPLES OBTAINED IN ACCORDANCE SPECIAL PROVISION 407DEN "TEST STRIPS." ALL QUANTITY OUTSIDE THE TOLERANCE RANGE SHALL NOT BE PAID BY THE OWNER AND SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR

Total of All Unit Prices:

Three Million Nine Hundred Fifty Five Thousand Nine Hundred Ninety Dollars and 61/100 Cents

(WORDS)

\$3,955,990.61

(DOLLARS)

ARTICLE 6 – N/A

ARTICLE 7 – N/A

ARTICLE 8 – N/A

ARTICLE 9 – N/A

ARTICLE 10 - PAYMENT PROCEDURES

10.01 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 indicate the amount of the CONTRACTOR's fee then payable. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

10.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER on or about the 25th day of each month during construction as provided in paragraphs 10.02.A.1 and 10.02.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. *For Cost of Work:* Progress payments on account of the Cost of the Work will be made:

a. 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:

(1) 100% Cost of Work completed (with the balance being retainage). If the Work has been 50% 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

(2) 100% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

b. Upon Substantial Completion of each work order, 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.

10.03 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 11 - INTEREST

11.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of prime plus 1% per annum.

ARTICLE 12 - CONTRACTOR'S REPRESENTATIONS

12.01 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 13 - ACCOUNTING RECORDS

13.01 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 14 - CONTRACT DOCUMENTS

14.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 17, 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. General Conditions (pages 1 to 43, inclusive).
 - 6. Supplementary Conditions (pages 1 to 6, inclusive).
 - a. Exhibit I "Indemnification Agreement" (pages 1 to 7, inclusive).
 - b. Drug-Free Workplace: Contractor's Affidavit. (pages 1 to 3, inclusive).
 - c. Equal Opportunity "Title VI Policy Statements" (pages 1 to 1, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Addenda (numbers -1- to -2-, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Award (pages -1- to -11-, inclusive);
 - b. CONTRACTOR's Bid (pages -1- to -32-, inclusive);
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award in accordance with "INSTRUCTIONS TO BIDDERS";
 - d. Certificate of Insurance
 - e. Notice to Proceed (pages -1- to -1- inclusive)
 - f. Contractor's Bid Package.
 - 11. 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);
- d. Proposal Request.

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 15 - MISCELLANEOUS

15.01 *Terms*

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

15.02 *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.

15.03 *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.

15.04 *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 MAY 9th 2022 (which is the Effective Date of the Agreement).

OWNER:

By: [Signature]

[CORPORATE SEAL]

Attest [Signature]

Address for giving notices:

5211 Maryland Way
Brentwood TN 37027

(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:

By: [Signature]

[CORPORATE SEAL]

Attest [Signature]

Address for giving notices:

Four Star Paving LLC
1441 Elm Hill Pike
Nashville, TN 37210

License No. 50045
(Where applicable)

Agent for service of process: _____

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

Designated Representative:

Name: C. Brock Lodge, Jr.

Title: Vice President

Address: 1441 Elm Hill Pike

Nashville TN 37215

Phone: 615-815-0830

Facsimile: _____

email: blodge@fourstarpaving.com

Performance Bond

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

CONTRACTOR (Name and Address):

Four Star Paving LLC
1441 Elm Hill Pike
Nashville TN 37210

OWNER (Name and Address):

City of Brentwood

ATTN: Mr. Todd Hoppenstedt, Director of Public Works
P.O. Box 788
1750 General George Patton Drive
Brentwood, TN 37027

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

Fidelity and Deposit Company
of Maryland
1299 Zurich Way
Schaumburg, IL 60196

CONTRACT

Date: May 5, 2022

Amount: \$ 3,955,990.61

Description (Name and Location):

Contract: General Construction

Project: Roadway Repairs and Improvements in the City of Brentwood for fiscal Year 2022 - 2023.

OWNER's Contract No.

ENGINEER's Contract No. 22-002

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

P.O. Box 1708, Brentwood, TN 37024

BOND

Date (Not earlier than Contract Date): May 5, 2022

Amount: \$ 3,955,990.61

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: Four Star Paving LLC (Corp. Seal)

Signature: [Signature]
Name and Title: C. J. LODGE, JR.
VICE PRESIDENT

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

SURETY

Company: (Corp. Seal)

Signature: _____
Name and Title: _____
(Attach Power of Attorney)

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.
P.O. Box 1708
Brentwood, TN 37024

Performance Bond

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

CONTRACTOR (Name and Address):

Four Star Paving LLC
1441 ELM HILL PIKE
NASHVILLE TN 37210

OWNER (Name and Address):

City of Brentwood

ATTN: Mr. Todd Hoppenstedt, Director of Public Works
P.O. Box 788
1750 General George Patton Drive
Brentwood, TN 37027

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

Fidelity and Deposit Company
of Maryland
1299 Zurich Way
Schaumburg, IL 60196

CONTRACT

Date: May 5, 2022

Amount: \$ 3,955,990.61

Description (Name and Location):

Contract: General Construction

Project: Roadway Repairs and Improvements in the City of Brentwood for fiscal Year 2022 - 2023.

OWNER's Contract No.

ENGINEER's Contract No. 22-002

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

P.O. Box 1708, Brentwood, TN 37024

BOND

Date (Not earlier than Contract Date): May 5, 2022

Amount: \$ 3,955,990.61

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: Four Star Paving LLC (Corp. Seal)

Signature: C. Brock Lodge Jr.
Name and Title: C. BROCK LODGE JR.
VICE PRESIDENT

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

SURETY

Company: (Corp. Seal)

Signature: _____
Name and Title: _____
(Attach Power of Attorney)

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 to be 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.
P.O. Box 1708
Brentwood, TN 37024

Payment Bond

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

CONTRACTOR (Name and Address):

Four Star Paving LLC
1441 Elm Hill Pike
Nashville TN 37210

OWNER (Name and Address):

City of Brentwood

ATTN: Mr. Todd Hoppenstedt, Director of Public Works
P.O. Box 788
1750 General George Patton Drive
Brentwood, TN 37027

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

Fidelity and Deposit Company
of Maryland
1299 Zurich Way
Schumburg, IL 60196

CONTRACT

Date:

May 5, 2022

Amount: \$

3,955,990.61

Description (Name and Location):

Contract: General Construction

Project: Roadway Repairs and Improvements in the City of Brentwood for fiscal Year 2022 - 2023.

OWNER's Contract No.

ENGINEER's Contract No. 22-002

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

P.O. Box 1708, Brentwood, TN 37024

BOND

Date (Not earlier than Contract Date):

May 5, 2022

Amount: \$

3,955,990.61

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: Four Star Paving (Corp. Seal)

Signature:

Name and Title: G. Brock Lodge Jr
VICE PRESIDENT

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

SURETY

Company: (Corp. Seal)

Signature:

Name and Title:
(Attach Power of Attorney)

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:

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms* 1.01

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the

Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum

products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 Terminology

A. Intent of Certain Terms or Adjectives

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such

term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby;

however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to

OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This

prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except

Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection

therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05 *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points

or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such

condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph

4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04 *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of

them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will

not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary

Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on

account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but

the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using

the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items*

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be

accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in

ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in

advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appro-

priate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10 *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all

property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or

loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of

construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. ENGINEER's Review

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation

from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will

constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;
2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;
4. use or occupancy of the Work or any part thereof by OWNER;
5. any acceptance by OWNER or any failure to do so;
6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for

whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 *Insurance*

A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth

in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 *Limitations on ENGINEER's Authority and*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility

by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any,

of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;
2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each

applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or
2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with

rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to

cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents

and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or

employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all

inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspect-

ed or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable

OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the

Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for

Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction

of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER

will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER

considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts

or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that

portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *OWNER May Suspend Work*

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any

retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or

remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTARY CONDITIONS

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

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This document has been approved and endorsed by

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Construction Specifications Institute

This Guide to the Preparation of Supplementary Conditions 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 contained in the Guide to the Preparation of Instructions to Bidders (No. 1910-12, 1996 Edition) is also carefully integrated with the suggested language of this document. Comments concerning their usage are contained in the EJCDC User's Guide (No. 1910-50).

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I. INTRODUCTION

A. Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996' Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-1.05.51 On-Call Services – Shall be defined as emergency services required for roadway repairs and improvements.

SC-2.02 Copies of Documents

GC-2.02 Amend the first sentence of paragraph 2.02 to read as follows: "Before starting construction the owner shall furnish to contractor up to five (5) copies of the contract documents.

GC-2.05.B.4 Schedule of values are not necessary on unit price items unless the unit price item has multiple parts or functions.

SC-4.02

Add the following new paragraph(s) immediately after paragraph 4.02.B:

C. In the preparation of Drawings and Specifications, ENGINEER or ENGINEER's Consultants relied upon the following reports of explorations and tests of subsurface conditions at the Site:

1. Subsurface investigations have not been performed.

D. Copies of reports and drawings itemized in SC-4.02.C that are included with Bidding Documents. These reports and drawings are part of the Contract Documents. CONTRACTOR is not entitled to rely upon other information and data utilized by ENGINEER and ENGINEER's Consultants in the preparation of Drawings and Specifications.

SC-4.03 Differing Subsurface or Physical conditions

GC-4.03.C.3 In the second sentence omit "or Arbitration".

SC-4.04 Underground Facilities

GC-4.04 Replace the words "Underground Facility" with "Public or Private Utility Facility" throughout this section.

SC-4.05 Reference Points

GC-4.05.A Omit the first sentence and replace as follows: Owner shall provide initial engineering surveys to establish reference points for construction which in engineers judgement are necessary to enable contractor to proceed with work."

GC-4.06.H Omit the words "or Arbitration" throughout.

SC-5.04 Add the following new paragraph immediately after paragraph 5.04.B:

C. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations: *SEE EXHIBIT I*

SC-5.06.A. Delete paragraph 5.06.A in its entirety and insert the following in its place:

A. A CONTRACTOR shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER; and

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. CONTRACTOR shall be responsible for any deductible or self-insured retention.

C. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph SC-5.06 shall comply with the requirements of paragraph 5.06.C of the General Conditions.

GC-5.06.B Omit this section in its entirety.

GC-5.06.E Omit this section in its entirety.

SC-5.07 Waiver of Rights

GC-5.07.E Omit this section in its entirety.

SC-6.06 Concerning Subcontractors, suppliers and others.

SC-6.02 Labor; working hours.

GC-6.02A In the first sentence replace the words "competent, suitable qualified personnel to survey, layout and construct the work" with "a registered licensed surveyor to survey and layout the work and a competent, suitable qualified personnel to construct the work".

SC-6.06.4 Add the new paragraph immediately after paragraph 6.06.G:

The contractor, with his bid, shall submit the list of following subcontractors:

1. Grading
2. Concrete
3. Drainage
4. All others proposed in the execution of this contract per Document 00450.

OWNER or ENGINEER may furnish to any such Subcontractor, Supplier, or other individual or entity, to the extent practicable, information about amounts paid to CONTRACTOR on account of Work performed for CONTRACTOR by a particular Subcontractor, Supplier, or other individual or entity.

SC-6.07 Patent Fees and Royalties

GC-6.07 Omit the words "or Arbitration" throughout.

SC-6.09 Laws and Regulations

GC-6.09.B Omit the words "or Arbitration" throughout.

SC-6.11.A.3 Use of Site and Other Areas

GC-6.11.A.3 Omit the words "or Arbitration" throughout.

SC-6.12 Record Documents

GC-6.12.A Add the following sentence "The Owner reserves the option that progress payments may be withheld if the requirements of GC-6.12.A are not being satisfied."

SC-6.20 Indemnification

GC-6.20 Omit the words "or Arbitration" throughout.

SC-7.02 Coordination

GC-7.02.B Omit the word "Owner" and replace with "Contractor".

SC-7.03 Add the following new paragraph immediately after paragraph GC-7.02:

SC-7.03 Claims Between Contractors

A. Should CONTRACTOR cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of CONTRACTOR's performance of the Work at the Site be made by any separate contractor against CONTRACTOR, OWNER, ENGINEER, ENGINEER's Consultants, or the construction coordinator, CONTRACTOR shall promptly attempt to settle with such separate contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.

B. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against OWNER, ENGINEER, ENGINEER's Consultants, or the construction coordinator to the extent said claim is based on or arises out of CONTRACTOR's performance of the Work. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of work by any separate contractor at the Site give rise to any other Claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, ENGINEER's Consultants, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from OWNER, ENGINEER, ENGINEER's Consultants or the construction coordinator on account of any such damage or Claim.

C. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor, and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be CONTRACTOR's exclusive remedy with respect to OWNER, ENGINEER, ENGINEER's Consultants, and construction coordinator for any delay, disruption, interference, or hindrance caused by any separate contractor. This paragraph does not prevent recovery from OWNER, ENGINEER, ENGINEER's Consultant, or construction coordinator for activities that are their respective responsibilities.

SC-8.11 Evidence of Financial Arrangements

SC-8.11 Add the following new paragraph immediately after paragraph 8.11.A:

B. On request of CONTRACTOR prior to the execution of any Change Order involving a significant increase in the Contract Price, OWNER shall furnish to CONTRACTOR reasonable evidence that adequate financial arrangements have been made by OWNER to

enable OWNER to fulfill the increased financial obligations to be undertaken by OWNER as a result of such Change Order.

SC-11.01 Cost of the Work

GC-11.01.C Omit this section in its entirety.

SC-12.01 Change of Contract Price

GC-12.01.B.3 Omit this section in its entirety.

GC-12.01.C Omit this section in its entirety.

SC-13.03 Tests and Inspections

GC-13.03 Replace the word "Engineer" with "Owner".

GC-13.03.A In the first sentence replace the words "Timely Notice" with "48 hour (min.) notice".

GC-13.04 Omit the words "or arbitration" throughout.

GC-13.06 Omit the words "or arbitration" throughout.

SC-14.02.A Applications for Payments

GC-14.02.A In the first sentence replace the words "20 Day" with "10 Days".

SC-14.02.B Review of Applications

GC-14.02.B.1 In the first sentence replace the words "Ten" with "Fourteen".

GC-14.02.C.1 In the first sentence replace the words "Ten" with "Twenty".

SC-14.05.A Add the following new paragraph immediately after paragraph 14.05.A.1, which is to read as follows:

2. OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER, and within a reasonable time thereafter OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize

the list of items to be completed or corrected and will deliver such lists to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

Paragraph 14.05.A.2 shall be renumbered to 14.05.A.3.

NOTICE OF AWARD

Dated: _____

TO: Four Star Paving, LLC
(BIDDER)

ADDRESS: Four Star Paving, LLC
C/O Mr. Mike Maynard
1441 Elm Hill Pike
Nashville, TN 37210

Contract: Roadway Repairs & Improvements Fiscal Year 2022 - 2023

Project: General Construction

ENGINEER's Contract No. 22-002

You are notified that your Bid dated April 12, 2022 for the above Contract has been accepted.
You are the apparent Successful Bidder and have been awarded the Contract for Roadway Repairs and Improvements, Fiscal Year 2022 – 2023 as described in the construction documents.

UNIT PRICE WORK

CONSTRUCTION ESTIMATE						
FOOTNOTES	ITEM NO.	THE FOLLOWING ITEMS ARE TO BE USED BY BRENTWOOD PARKS DEPARTMENT	UNIT	QTY.	UNIT PRICE	AMOUNT
	202-03	REMOVAL & DISPOSAL OF RIGID PAVEMENT	S.Y.	2,500	\$0.01	\$25.00
	202-03.01	REMOVAL & DISPOSAL OF ASPHALT PAVEMENT	S.Y.	5,000	\$24.00	\$120,000.00
	202-08.10	REMOVAL & DISPOSAL OF EXISTING CURB (EXTRUDED & CURB/GUTTER)	L.F.	3,000	\$0.01	\$30.00
	203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	2,000	\$0.01	\$20.00
	203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	500	\$0.01	\$5.00
	203-07	FURNISHING & SPREADING TOPSOIL	C.Y.	500	\$0.01	\$5.00
	209-08.03	TEMPORARY FILTER BARRIER (WITHOUT BACKING), (AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND	L.F.	500	\$0.01	\$5.00

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CONSTRUCTION ESTIMATE

FOOTNOTES	ITEM NO.	THE FOLLOWING ITEMS ARE TO BE USED BY BRENTWOOD PARKS DEPARTMENT	UNIT	QTY.	UNIT PRICE	AMOUNT
		REPLACEMENT SHALL BE AT THE CONTRACTORS EXPENSE.)				
	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 SHALL BE AT THE CONTRACTORS EXPENSE.)	EACH	5	\$100.00	\$500.00
	303-01	MINERAL AGGREGATE TYPE A BASE GRADING D	TON	5,000	\$5.00	\$25,000.00
9	303-10.04	MINERAL AGGREGATE (SIZE #9)	TONS	500	\$0.01	\$5.00
1	307-01.01	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING A	TON	2,500	\$70.00	\$175,000.00
1	307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	5,000	\$72.00	\$360,000.00
1	402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	28	\$0.01	\$0.28
	402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	112	\$0.01	\$1.12
1	403-02.01	TRACKLESS TACK COAT (TC)	TON	10	\$1,100.00	\$11,000.00
15	405-03.01	PM REJUVENATING SCRUB SEAL	S.Y	1,300	\$0.01	\$13.00
13, 14	407-02.14	ASPHALT PAVEMENT REPAIR (INFRARED)	L.S.	5	\$1,100.00	\$5,500.00
1	411-01.11	ACS MIX (PG64-22) GRADING "E" ROADWAY	TON	6,000	\$125.00	\$750,000.00
1, 11	411-01.11 (SH)	SPEED HUMP ACS MIX (PG64-22) GRADING "E"	EACH	1	\$4,000.00	\$4,000.00
1, 17	411-01.12 (ST)	SPEED TABLE ACS MIX (PG64-22) GRADING "E"	EACH	1	\$7,000.00	\$7,000.00
1	411-03.07	ACS MIX (PG64-22) THIN LIFT ASPHALT	TON	500	\$88.00	\$44,000.00
1	411-03.10	ACS MIX(PG76-22) GRADING D	TON	6,000	\$130.00	\$780,000.00
1	411-03.11	ACS MIX(PG76-22) GRADING E ROADWAY	TON	6,000	\$130.00	\$780,000.00
1	411-03.12	ACS MIX (PG64-22) THIN LIFT D ASPHALT	TON	2,000	\$130.00	\$260,000.00
2	415-01.02	COLD PLANING BITUMINOUS PAVEMENT	S.Y.	11,250	\$5.00	\$56,250.00
23	415-01.02 (A)	COLD PLANING BITUMINOUS PAVEMENT	S.Y.	3,750	\$8.00	\$30,000.00

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22	502-08.01	RESEALING JOINTS (HOT POURED ELASTIC)	S.F.	8,000	\$0.01	\$80.00
20	604-07.01	RETAINING WALL (REINFORCED EARTH, "MSE")	S.F.	1,000	\$10.00	\$10,000.00
	604-07.01	RETAINING WALL (CLASS "A" CONCRETE, NOT TO EXCEED 24" IN HEIGHT)	L.F.	200	\$25.00	\$5,000.00
	604-07.02	RETAINING WALL (CLASS "A" CONCRETE, 6" to 12" IN HEIGHT)	L.F.	750	\$27.00	\$20,250.00
20	604-07.75	RESTORATION OF REINFORCED EARTH WALLS	S.F.	1,000	\$10.00	\$10,000.00
3, 4	607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	400	\$0.01	\$4.00
3, 4	607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	L.F.	400	\$0.01	\$4.00
3, 4	607-06.02	30" CONCRETE PIPE CULVERT (CLASS III)	L.F.	400	\$0.01	\$4.00
3, 4	607-07.02	36" CONCRETE PIPE CULVERT (CLASS III)	L.F.	400	\$0.01	\$4.00
3, 4	607-03.30	18" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	400	\$0.01	\$4.00
3, 4	607-05.30	24" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	400	\$0.01	\$4.00
3, 4	607-06.30	30" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	400	\$0.01	\$4.00
3, 4	607-07.30	36" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	400	\$0.01	\$4.00
	611-01.20	ADJUSTMENT OF MANHOLE COVERS & FRAMES	EACH	40	\$450.00	\$18,000.00
18	611-03.04	GRAY IRON CASTINGS (CATCHBASIN)	LB.	4,380	\$0.01	\$43.80
	611-07.01	CLASS A CONCRETE (PIPE ENDWALLS)	C.Y.	200	\$0.01	\$2.00
	611-07.02	STEEL BAR REINFORCEMENT (PIPE ENDWALLS)	LB.	1,000	\$0.01	\$10.00
	611-07.03	STRUCTURAL STEEL (PIPE ENDWALLS)	LB.	500	\$0.01	\$5.00
	611-07.54	PRE-CAST HEADWALL (CROSS DRAIN 18 IN @ 3:1)	EACH	20	\$0.01	\$0.20
	611-07.57	PRE-CAST HEADWALL (CROSS DRAIN 24 IN @ 3:1)	EACH	20	\$0.01	\$0.20
	611-07.60	PRE-CAST HEADWALL (CROSS DRAIN 30 IN @ 3:1)	EACH	20	\$0.01	\$0.20
	611-07.63	PRE-CAST HEADWALL (CROSS DRAIN 36 IN)	EACH	20	\$0.01	\$0.20

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	611-09.01	ADJUSTMENT OF EXISTING CATCHBASIN GRATES & FRAMES	EACH	40	\$450.00	\$18,000.00
18	611-12.01	CATCHBASINS, TYPE 12, DEPTH 0' - 4' (D-CB-12P, D-CB-12RA, & D-CBB-12A)	EACH	5	\$0.01	\$0.05
	611-12.01 (A)	CATCHBASINS, ADJUSTMENT TYPE 12, DEPTH +/- 1'	PER FT	1	\$1,000.00	\$1,000.00
18	611-14.01	CATCHBASINS, TYPE 14, DEPTH 0' - 4' (D-CB-14P, D-CB-14RB & D-CBB-12A)	EACH	5	\$0.01	\$0.05
	611-14.01 (A)	CATCHBASINS, ADJUSTMENT TYPE 14, DEPTH +/- 1'	PER FT	1	\$1,000.00	\$1,000.00
5, 21	701-01.01	CONCRETE SIDEWALK (4-INCH DEPTH, CLASS "A" W/FIBER MESH, BROOM FINISH)	S.F.	10,000	\$8.00	\$80,000.00
5, 21	701-01.01 (A)	CONCRETE SIDEWALK (8-INCH DEPTH FOR RADIUS RETURNS, CLASS "A" W/FIBER MESH, BROOM FINISH)	S.F.	10,000	\$0.01	\$100.00
5, 21	701-01.06	PEBBLE FINISH CONCRETE SIDEWALK (4-INCH DEPTH, CLASS "A" W/FIBER MESH)	S.F.	2,000	\$0.01	\$20.00
5, 21	701-01.07	EXPOSED AGGREGATE CONCRETE DRIVEWAY (4-INCH DEPTH, CLASS "A" W/FIBER MESH)	S.F.	1,500	\$0.01	\$15.00
5, 21	701-01.07 (A)	EXPOSED AGGREGATE CONCRETE DRIVEWAY (6-INCH DEPTH, CLASS "A" W/FIBER MESH)	S.F.	1,500	\$0.01	\$15.00
5, 21	701-02	CONCRETE DRIVEWAY (4-INCH DEPTH, CLASS "A" W/FIBER MESH, BROOM FINISH)	S.F.	1,500	\$0.01	\$15.00
5, 21	701-02 (A)	CONCRETE DRIVEWAY (6-INCH DEPTH, CLASS "A" W/FIBER MESH, BROOM FINISH)	S.F.	1,500	\$0.01	\$15.00
5, 21	701-02.01	CONCRETE HANDICAP RAMP (RETROFIT, 8-INCH DEPTH, CLASS "A" W/FIBER MESH, DETECTABLE WARNINGS)	EACH	50	\$1,500.00	\$75,000.00
5, 21	701-02.02	CONCRETE DRIVEWAY (8-INCH DEPTH, CLASS "A" W/FIBER MESH, BROOM FINISH)	S.F.	1,500	\$0.01	\$15.00
5, 21	701-02.07 (B)	EXPOSED AGGREGATE CONCRETE DRIVEWAY (8-INCH DEPTH, CLASS "A" W/FIBER MESH)	S.F.	1,500	\$0.01	\$15.00
6, 21	702-01	CONCRETE CURB, (TURN DOWN - TO BE USED AS DIRECTED)	L.F.	1,500	\$26.00	\$39,000.00
6, 21	702-01.01	EXTRUDED SLOPING CURB (NEW INSTALLATION W/RUBBERIZED EXPANSION JOINT, GREATER THAN 300' Section, RP-MC-2)	L.F.	7,500	\$0.01	\$75.00
6, 21	702-01.01 (A)	EXTRUDED SLOPING CURB (REMOVAL AND REPAIR INSTALLATION LESS THAN 300' SECTION W/RUBBERIZED EXPANSION JOINT, RP-MC-2)	L.F.	2,500	\$28.00	\$70,000.00
	702-01.02	CONCRETE CURB, (12"-TO BE USED AS DIRECTED AT RADIUS RETURNS)	L.F.	200	\$25.00	\$5,000.00

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6, 21	702-03	CONCRETE COMBINED CURB & GUTTER (NEW INSTALLATION W/RUBBERIZED EXPANSION JOINT, GREATER THAN 300' SECTION, RP-NMC-10)	L.F.	5,000	\$0.01	\$50.00
6, 21	702-03 (A)	CONCRETE COMBINED CURB & GUTTER (REMOVAL AND REPAIR INSTALLATION LESS THAN 300' SECTION W/RUBBERIZED EXPANSION JOINT, RP-NMC-10)	L.F.	500	\$60.00	\$30,000.00
	920-12.01	RUBBERIZED EXPANSION JOINT (ASTM D-1751-97)	L.F.	1,000	\$0.01	\$10.00
19	705-01.04	METAL BEAM GUARD FENCE	L.F.	200	\$125.00	\$25,000.00
	705-02.02	SINGLE GUARDRAIL (TYPE 2, NEW INSTALLATION)	L.F.	250	\$60.00	\$15,000.00
	705-04.09	EARTH PAD FOR TYPE 38 GR END TREATMENT	EACH	1	\$2,500.00	\$2,500.00
	705-06.20	TAN ENERGY ABSORBING TERMINAL (MASH TL3)	EACH	1	\$5,500.00	\$5,500.00
	705-06.30	GUARDRAIL TERMINAL (MASH TL2)	EACH	1	\$4,500.00	\$4,500.00
	705-12.11	GUARDRAIL STEEL POST TYPE 2 (8 FT.)	L.F.	125	\$80.00	\$10,000.00
	705-06.10	GR TERMINAL TRAILING END (TYPE 13) MASH TL-3	EACH	2	\$2,600.00	\$5,200.00
	706-02.01	GUARDRAIL (REMOVE & RESET)	L.F.	500	\$30.00	\$15,000.00
	710-02	AGGREGATE UNDERDRAINS (WITH 4 IN. PIPE)	L.F.	250	\$0.01	\$2.50
	710-04	FILTER CLOTH UNDERDRAIN (WITH PIPE)	L.F.	250	\$0.01	\$2.50
7	712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	1	\$150.00	\$150.00
7	712-04.10	TEMPORARY FLEXIBLE TUBULAR DELINEATOR	EACH	1	\$150.00	\$150.00
7	712-05.01	WARNING LIGHTS (TYPE A)	EACH	1	\$125.00	\$125.00
7	712-05.03	WARNING LIGHTS (TYPE C)	EACH	1	\$125.00	\$125.00
7	712-06	SIGNS (CONSTRUCTION)	S.F.	1	\$25.00	\$25.00
	730-12.02(A)	CONDUIT 2" DIAMETER, (PVC, INCLUDES ASPHALT OR CONCRETE TRENCH REPAIR)	L.F.	250	\$0.01	\$2.50
	730-12.02(B)	CONDUIT 2" DIAMETER, (PVC, INCLUDES SOD TRENCH REPAIR)	L.F.	250	\$0.01	\$2.50
	730-12.03(A)	CONDUIT 3" DIAMETER, (PVC, INCLUDES ASPHALT OR CONCRETE TRENCH REPAIR)	L.F.	250	\$0.01	\$2.50

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	730-12.03(B)	CONDUIT 3" DIAMETER, (PVC, INCLUDES SOD TRENCH REPAIR)	L.F.	250	\$0.01	\$2.50
	730-12.08(A)	CONDUIT 2" DIAMETER (RGS, INCLUDES ASPHALT OR CONCRETE TRENCH REPAIR)	L.F.	250	\$0.01	\$2.50
	730-12.08(B)	CONDUIT 2" DIAMETER (RGS, INCLUDES SOD TRENCH REPAIR)	L.F.	250	\$0.01	\$2.50
	730-12.09(A)	CONDUIT 3" DIAMETER (RGS, INCLUDES ASPHALT OR CONCRETE TRENCH REPAIR)	L.F.	250	\$0.01	\$2.50
	730-12.09(B)	CONDUIT 3" DIAMETER (RGS, INCLUDES SOD TRENCH REPAIR)	L.F.	250	\$0.01	\$2.50
	730-12.13	CONDUIT 2" DIAMETER (JACKED OR BORED)	L.F.	100	\$0.01	\$1.00
	730-12.14	CONDUIT 3" DIAMETER (JACK AND BORE)	L.F.	100	\$0.01	\$1.00
	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 SHALL BE AT THE CONTRACTORS EXPENSE.)	L.F.	500	\$0.01	\$5.00
8	795-09.09	RELOCATE/RECONNECT EXISTING WATER METERS	EACH	20	\$0.01	\$0.20
10	795-09.09 (A)	ADJUST HEIGHT OF EXISTING WATER METERS	EACH	20	\$0.01	\$0.20
	795-12.20	ADJUSTMENT OF EXISTING WATER VALVE BOXES	EACH	40	\$450.00	\$18,000.00
	797-07.63	REPLACE MANHOLE CASTING	EACH	0	\$0.01	\$0.00
16	801-01	SEEDING (WITH MULCH)	UNIT	200	\$5.00	\$1,000.00
	801-03	WATER (SEEDING & SODDING)	M.G.	100	\$1.00	\$100.00
16	803-01	SODDING (NEW SOD)	S.Y.	1,500	\$7.00	\$10,500.00
	805-12.02	EROSION CONTROL BLANKET (TYPE II)	S.Y.	5,000	\$0.01	\$50.00
SUB-TOTAL ROADWAY BASE BID						\$3,904,085.50
FOOTNOTES	ITEM NO.	THE FOLLOWING ITEMS ARE TO BE USED BY BRENTWOOD PARKS DEPARTMENT	UNIT	QTY.	UNIT PRICE	AMOUNT
	202-03.01	REMOVAL & DISPOSAL OF ASPHALT PAVEMENT	S.Y.	250	\$30.00	\$7,500.00
	203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	200	\$10.00	\$2,000.00

EJCDC No. 1910-22 (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

CONSTRUCTION ESTIMATE						
FOOTNOTES	ITEM NO.	THE FOLLOWING ITEMS ARE TO BE USED BY BRENTWOOD PARKS DEPARTMENT	UNIT	QTY.	UNIT PRICE	AMOUNT
	203-07	FURNISHING & SPREADING TOPSOIL	C.Y.	20	\$10.00	\$200.00
	209-08.03	TEMPORARY FILTER BARRIER (WITHOUT BACKING)	L.F.	500	\$5.00	\$2,500.00
	303-01	MINERAL AGGREGATE TYPE A BASE GRADING D	TON	375	\$25.00	\$9,375.00
1	402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	2	\$0.01	\$0.02
	402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	9	\$0.01	\$0.09
1, 12	411-01.07	ACS MIX (PG64-22) GRADING "E" SHOULDER	TON	150	\$135.00	\$20,250.00
3, 4	607-00(A)	6" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	20	\$10.00	\$200.00
3, 4	607-00(B)	8" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	20	\$10.00	\$200.00
3, 4	607-01(A)	12" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	20	\$10.00	\$200.00
3, 4	607-02 (A)	15" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	20	\$10.00	\$200.00
3, 4	607-03.30	18" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	20	\$10.00	\$200.00
5, 21	701-02.01	CONCRETE HANDICAP RAMP (RETROFIT, 8-INCH DEPTH, CLASS "A" W/FIBER MESH, DETECTABLE WARNINGS)	EACH	4	\$1,500.00	\$6,000.00
16	801-01	SEEDING (WITH MULCH)	UNIT	10	\$5.00	\$50.00
	801-03	WATER (SEEDING & SODDING)	M.G.	5	\$1.00	\$5.00
16	803-01	SODDING (NEW SOD)	S.Y.	350	\$6.50	\$2,275.00
	805-12.02	EROSION CONTROL BLANKET (TYPE II)	S.Y.	150	\$5.00	\$750.00
SUB-TOTAL PARK BASE BID						\$51,905.11
TOTAL PROJECT COST					\$3,955,990.61	

FOOTNOTES

(1) UNIT COST IS ARE SUBJECT TO ADJUSTMENT PER TDOT'S SPECIAL PROVISION 109B, PRICE ADJUSTMENT FOR BITUMINOUS MATERIAL

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- (2) COLD PLANE OPERATIONS SHALL BE BASED ON AN AVERAGE DEPTH OF ZERO TO THREE INCHES OVER THE ENTIRE AREA. AREAS TO BE COLD PLANNED SHALL BE RESURFACED WITHIN 30 DAYS OF COMPLETION OF THAT SECTION OF ROADWAY UNLESS AN AUTHORIZED REPRESENTATIVE OF THE CITY OF BRENTWOOD HAS OBTAINED PRIOR APPROVAL.
- (3) ALL EXCAVATION FOR STORM DRAINAGE PIPE SHALL BE CONSIDERED UNCLASSIFIED MATERIAL AT A DEPTH OF PIPE DIAMETER PLUS 3 FEET.
- (4) UNIT COST INCLUDES BEDDING MATERIAL IN ACCORDANCE WITH TDOT STANDARD DRAWING D-PB-1 AND D-PB-2.
- (5) UNIT PRICE BID INCLUDES EXCAVATION, 4" STONE BEDDING, RUBBERIZED EXPANSION MATERIAL (ASTM D-1751-97), TOPSOIL BACKFILL, 2-FOOT SOD STRIP ON EACH SIDE AND ALL APPURTENANCES TO COMPLETE THE WORK.
- (6) UNIT PRICE BID INCLUDES EXCAVATION, STONE BEDDING, RUBBERIZED EXPANSION MATERIAL (ASTM D-1751-97), TOPSOIL BACKFILL, 2-FOOT SOD STRIP, AND ALL APPURTENANCES TO COMPLETE THE WORK.
- (7) TO BE USED AS DIRECTED BY THE BRENTWOOD PUBLIC WORKS DIRECTOR OR AUTHORIZED REPRESENTATIVE.
- (8) INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT FOR REMOVAL OF EXISTING WATER SERVICE METER ASSEMBLY AND INSTALLING AT NEWLY IDENTIFIED LOCATION.
- (9) TO BE USED FOR ADDITIONAL PIPE BEDDING MATERIAL AS DIRECTED BY THE PUBLIC WORKS DIRECTOR OR AUTHORIZED REPRESENTATIVE.
- (10) INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT FOR REMOVAL OF EXISTING WATER METER BOX AND ADJUSTING TO MATCH ADJOINING GRADE.
- (11) COORDINATE WITH CITY OF BRENTWOOD SPECIAL PROVISION CB-111, DECEMBER 28, 2018.
- (12) RESURFACING OF EXISTING TRAILS VARIES FROM 8 TO 10 FEET. NEW TRAIL CONSTRUCTION SHALL BE A MINIMUM OF 10 FEET IN WIDTH.
- (13) UNIT PRICE BID INCLUDES ALL EQUIPMENT, MATERIALS AND LABOR FOR REPAIR OF AN ASPHALT SURFACE. UNIT PRICE INCLUDES UP TO 126 SF OF SURFACE AREA AND A 4 HOUR ON SITE VISIT, WHICH MAY INCLUDE MULTIPLE LOCATIONS.
- (14) INFRARED PAVEMENT REPAIR USES AN INFRARED HEATING UNIT TO HEAT IN-PLACE ASPHALT TO SOFTEN IT TO A WORKABLE STATE, THEN NEW ASPHALT CAN BE ADDED WHICH FUSES SEAMLESSLY TO THE OLD. THE CONTRACTOR WILL BE COMPENSATED ON A LUMP SUM BASIS PER FOUR HOUR INCREMENT WITH AN AVERAGE REPAIR OF 120 SQUARE FEET WHICH MAY INCLUDE MULTIPLE SITES. THE STEP-BY-STEP PROCESS FOR POTHOLE REPAIR USING A TRUCK-MOUNTED INFRARED PAVEMENT HEATER IS:
- a. SWEEP AND DRY THE AREA.
 - b. POSITION THE INFRARED HEATING ARRAY OVER THE POTHOLE FOR SEVEN TO 10 MINUTES.
 - c. REMOVE THE HEATER AND RAKE THE SOFTENED (350 DEGREE) ASPHALT.
 - d. MIX IN A REJUVENATOR TO REPLENISH LIGHT OILS THAT HAVE OXIDIZED AWAY.
 - e. ADD A SMALL AMOUNT OF FRESH ASPHALT AND GRADE IT TO LEVEL WITH A LUTE.
 - f. USE A VIBRATORY ROLLER TO COMPACT AND FUSE THE PATCH WITH THE SURROUNDING PAVEMENT.
 - g. 12-MONTH WARRANTY ON REPAIRED AREA.
 - h. TIME BEGINS UPON ARRIVAL TO FIRST JOBSITE AND ENDS UPON DEPARTURE FROM FINAL JOB.
 - i. TRAFFIC CONTROL INCLUDED
- (15) REJUVENATING SCRUB SEAL

a. PREP AND CLEAN ASPHALT FROM DIRT, DEBRIS, AND VEGETATION, WHICH MAY REQUIRE PRESSURE WASHING

b. SEALER WILL NOT BOND TO SEVERE OIL ON ASPHALT DAMAGE

(16) SEED AND SOD SHALL BE PER TDOT SECTION 918.01. THE ONLY ALLOWABLE MIXTURE WILL BE LIMITED TO TABLE 918.01-1 GROUP A (FEBRUARY 1 – JULY 1) AND TABLE 918.01-4 GROUP C (AUGUST 1 – DECEMBER 1).

(17) COORDINATE WITH CITY OF BRENTWOOD SPECIAL PROVISION CB-112, DECEMBER 31, 2018.

(18) CURB IRON TO HAVE A SOLID BACK. THE CONTRACTOR MAY SUBSTITUTE NEENAH R-3067V OR APPROVED EQUAL HAVING A SOLID BACK. TOP OF CATCHBASIN MAY REQUIRE MINOR MODIFICATIONS TO ACCOMMODATE THE NEENAH R-3067V SOLID BACK CASTING.

(19) ATTACHMENT TO TOP DECK OF BOX/SLAB.

(20) UNIT COST DOES NOT INCLUDE PREPARATION OR SUBMITTAL OF NECESSARY PERMITS. UNIT PRICE BID IS FOR WALL HEIGHTS 6 FEET OR LESS, INCLUSIVE OF COFFER DAMS (IF REQUIRED), CLEARING, SITE PREPARATION, STRIP/PLACE TOPSOIL, EXCAVATION, BACKFILL AND ALL OTHER ITEMS NECESSARY FOR A COMPLETED WALL SYSTEM. EROSION CONTROL FEATURES, OTHER THAN COFFER DAMS, WILL BE PAID FOR SEPARATELY.

(21) BEGIN WORK WITHIN FOURTEEN (14) DAYS AFTER WRITTEN NOTIFICATION OF THE WORK ORDER ISSUED UNDER THIS CONTRACT. EACH AND EVERY WORK ORDER ISSUED SHALL HAVE A MUTUALLY AGREED UPON DATE OF SUBSTANTIAL COMPLETION, AND ALL WORK SHALL BE COMPLETED AND READY FOR FINAL PAYMENT IN ACCORDANCE WITH PARAGRAPH 14.07.B OF THE GENERAL CONDITIONS. THE CONTRACTOR FURTHER AGREES THAT IF WORK IS NOT INITIATED AND COMPLETED WITHIN THE MUTUALLY AGREED UPON CONSTRUCTION SCHEDULE THE OWNER RESERVES THE OPTION TO IMPOSE LIQUIDATED DAMAGES IN ACCORDANCE WITH SECTION 4.03 OF THE "STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF STIPULATED PRICE".

(22) UNIT PRICE BID INCLUDES PRIOR INSTALLATION OF THE SEAL COAT, CLEANING OF ALL SURFACES TO BE SEALED BY SWEEPING WITH A MOTORIZED BROOM TO REMOVE ANY LOOSE MATERIAL. CLEAN DEPRESSIONS AND CRACKS NOT REACHED BY THE POWER BROOM USING HAND BROOMS OR PRESSURIZED AIR. DEPENDING ON SEVERITY OF THE CRACK ADDITIONAL ROUTING MAY BE REQUIRED AS DIRECTED BY THE CITY OR AUTHORIZED REPRESENTATIVE. MATERIAL TO BE COORDINATED WITH TDOT SPECIFICATION 905.05.

(23) COLD PLANE OPERATIONS SHALL BE BASED ON AN AVERAGE DEPTH OF THREE TO FIVE INCHES OVER THE ENTIRE AREA. AREAS TO BE COLD PLANNED SHALL BE RESURFACED WITHIN 30 DAYS OF COMPLETION OF THAT SECTION OF ROADWAY UNLESS AN AUTHORIZED REPRESENTATIVE OF THE CITY OF BRENTWOOD HAS OBTAINED PRIOR APPROVAL.

GENERAL NOTES (ALL ITEMS)

(1) WORKING HOURS WILL BE FROM 7:00 AM UNTIL DARK MONDAY THROUGH SATURDAY. NO WORK WILL BE ALLOWED ON SUNDAY UNLESS IT HAS BEEN CLASSIFIED AS AN EMERGENCY AND APPROVED BY THE DIRECTOR OF PUBLIC WORKS.

EJCDC No. 1910-22 (1996 Edition)

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(2) AN INITIAL WORK ORDER IS TENTATIVELY SCHEDULED TO BE ISSUED ON JUNE 1, 2022. ONCE A CONTRACT HAS BEEN ISSUED, ON OR ABOUT JULY 1, 2022 ALL DOCUMENTS FROM THAT POINT, FORWARD WILL SENT TO THE ATTENTION OF MR. TODD HOPPENSTEDT, BRENTWOOD DIRECTOR OF PUBLIC WORKS.

(3) BONDS WILL BE REQUIRED AS NOTED IN THE CONTRACT DOCUMENTS. HOWEVER, BONDS WILL NOT BE REQUIRED FOR INDIVIDUAL WORK ORDERS ISSUED. A RETAINER WILL NOT BE WITHHELD FROM EACH WORK ORDER ISSUED.

(4) UNIT PRICE BID FOR ALL ITEMS SHALL INCLUDE ALL MOBILIZATION AND LAYOUT FOR A COMPLETE SYSTEM INCLUSIVE OF ALL WATER QUALITY, EROSION, AND TRAFFIC CONTROL MEASURE INCLUSIVE OF PERMIT PREPARATION TO COMPLY WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS. PERMIT APPLICATION FEES SHALL BE REIMBURSED BY THE CITY OF BRENTWOOD.

(5) MEASUREMENT AND PAYMENT OF QUANTITIES SHALL BE IN ACCORDANCE WITH THE STANDARD AND SUPPLEMENTAL SPECIFICATIONS OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION DATED: JANUARY 1, 2015 AND ADDITIONAL SPECIFICATIONS AND SPECIAL PROVISIONS CONTAINED IN THE CONSTRUCTION DOCUMENTS.

(6) ALL ITEMS WITHIN THIS CONTRACT INCLUDE INSTALLATION OF NECESSARY TRAFFIC AND EROSION CONTROL IN THE UNIT PRICE BID, IN ACCORDANCE WITH CITY REQUIREMENTS. TEMPORARY LANE LINE AND SPECIALTY MARKINGS WILL NOT BE REQUIRED AND SHALL BE THE RESPONSIBILITY OF THE CITY OF BRENTWOOD.

(7) TDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 104 SCOPE OF WORK, ARTICLE 104.02 CHANGES IN PLANS OR IN CHARACTER OF CONSTRUCTION, SUB-SECTION C HAS BEEN DELETED AND NOT APPLICABLE TO THIS CONTRACT.

(8) PAYMENT FOR THE TOP TWO LAYERS OF ASPHALT ON MAINLINE AND SIDE ROAD PAVING SHALL BE BASED ON THE RATE OF APPLICATION NOTED ON THE PAVING SCHEDULE WITH A TOLERANCE OF 1/4"±. AN AVERAGE COMPACTED THICKNESS SHALL BE DETERMINED BASED ON CORE SAMPLES OBTAINED IN ACCORDANCE SPECIAL PROVISION 407DEN "TEST STRIPS." ALL QUANTITY OUTSIDE THE TOLERANCE RANGE SHALL NOT BE PAID BY THE OWNER AND SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR

Total of All Unit Prices:

Three Million Nine Hundred Fifty Five Thousand Nine Hundred Ninety Dollars and 61/100 Cents

(WORDS)

\$3,955,990.61

(DOLLARS)

Four (4) copies of each of the proposed Contract Documents and Drawings accompany this Notice of Award. Additional sets of drawings and specifications are available upon request.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the OWNER four (4) fully executed counterparts of the Contract Documents. Each of the Contract Documents must bear your signature where indicated.
2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders (Article 20) and General Conditions (paragraph 5.01).
3. (List other conditions precedent). N/A

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

City of Brentwood
(OWNER)

By:

(AUTHORIZED SIGNATURE)

(TITLE)

Copy to Engineer

BID FORM

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

SULLIVAN ENGINEERING, INC.

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

A practice division of the

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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Construction Specifications Institute

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American Consulting Engineers Council
1015 10th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017
EJCDC No. 1910-18 (1996 Edition)

PROJECT IDENTIFICATION:

Roadway Repairs and Improvements in the City of Brentwood for fiscal Year 2019-2020

CONTRACT IDENTIFICATION AND NUMBER:

Sullivan Engineering Project No. 22-002

Dated: May __, 2022

THIS BID IS SUBMITTED TO:

City of Brentwood, TN
C/o Karen Harper, City Treasurer
P.O. Box 788
Brentwood, TN 37024-0788

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 75 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>4-5-22</u>
<u>2</u>	<u>4-5-22</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder 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. Bidder 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. Bidder 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, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. Bidder 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 Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does **not** consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder 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 Bidding Documents.

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

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

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

CITY OF BRENTWOOD
ROADWAY REPAIRS AND IMPROVEMENTS
2009-2010

4/12/2022

CONSTRUCTION ESTIMATE						
COUNTY	WILLIAMSON					
PROJ. NO.	22-002					
PROJ. LIMITS	2022 - 2023 Annual Paving Contract					
DESIGN BY SULLIVAN ENGINEERING, INC.				BID DATE		
BID PREPARED BY: ???				4/12/2022		
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	AMOUNT
	202-03	REMOVAL & DISPOSAL OF RIGID PAVEMENT	S.Y.	2,500	\$0.01	\$25.00
	202-03.01	REMOVAL & DISPOSAL OF ASPHALT PAVEMENT	S.Y.	5,000	\$24.00	\$120,000.00
	202-08.10	REMOVAL & DISPOSAL OF EXISTING CURB (EXTRUDED & CURB/GUTTER)	L.F.	3,000	\$0.01	\$30.00
	203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	2,000	\$0.01	\$20.00
	203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	500	\$0.01	\$5.00
	203-07	FURNISHING & SPREADING TOPSOIL	C.Y.	500	\$0.01	\$5.00
	209-08.03	TEMPORARY FILTER BARRIER (WITHOUT BACKING), (AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT SHALL BE AT THE CONTRACTORS EXPENSE.)	L.F.	500	\$0.01	\$5.00
	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 SHALL BE AT THE CONTRACTORS EXPENSE.)	EACH	5	\$100.00	\$500.00
	303-01	MINERAL AGGREGATE TYPE A BASE GRADING D	TON	5,000	\$5.00	\$25,000.00
9	303-10.04	MINERAL AGGREGATE (SIZE #9)	TONS	500	\$0.01	\$5.00
1	307-01.01	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING A	TON	2,500	\$70.00	\$175,000.00
1	307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-	TON	5,000	\$72.00	\$360,000.00
1	402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	28	\$0.01	\$0.28
	402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	112	\$0.01	\$1.12
1	403-02.01	TRACKLESS TACK COAT (TC)	TON	10	\$1,100.00	\$11,000.00
15	405-03.01	PM REJUVENATING SCRUB SEAL	S.Y.	1,300	\$0.01	\$13.00
13, 14	407-02.14	ASPHALT PAVEMENT REPAIR (INFRARED)	L.S.	5	\$1,100.00	\$5,500.00
1	411-01.11	ACS MIX (PG64-22) GRADING "E" ROADWAY	TON	6,000	\$125.00	\$750,000.00
1, 11	411-01.11 (SH)	SPEED HUMP ACS MIX (PG64-22) GRADING "E"	EACH	1	\$4,000.00	\$4,000.00
1, 17	411-01.12 (ST)	SPEED TABLE ACS MIX (PG64-22) GRADING "E"	EACH	1	\$7,000.00	\$7,000.00
1	411-03.07	ACS MIX (PG64-22) THIN LIFT ASPHALT	TON	500	\$88.00	\$44,000.00
1	411-03.10	ACS MIX(PG76-22) GRADING D	TON	6,000	\$130.00	\$780,000.00
1	411-03.11	ACS MIX(PG76-22) GRADING E ROADWAY	TON	6,000	\$130.00	\$780,000.00
1	411-03.12	ACS MIX (PG64-22) THIN LIFT D ASPHALT	TON	2,000	\$130.00	\$260,000.00
2	415-01.02	COLD PLANING BITUMINOUS PAVEMENT	S.Y.	11,250	\$5.00	\$56,250.00
23	415-01.02 (A)	COLD PLANING BITUMINOUS PAVEMENT	S.Y.	3,750	\$8.00	\$30,000.00
22	502-08.01	RESEALING JOINTS (HOT POURED ELASTIC)	S.F.	8,000	\$0.01	\$80.00

CITY OF BRENTWOOD
ROADWAY REPAIRS AND IMPROVEMENTS
2009-2010

4/12/2022

CONSTRUCTION ESTIMATE						
COUNTY	WILLIAMSON					
PROJ. NO.	22-002					
PROJ. LIMITS	2022 - 2023 Annual Paving Contract					
DESIGN BY SULLIVAN ENGINEERING, INC.				BID DATE		
BID PREPARED BY: ???				4/12/2022		
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	AMOUNT
20	604-07.01	RETAINING WALL (REINFORCED EARTH, "MSE")	S.F.	1,000	\$10.00	\$10,000.00
	604-07.01	RETAINING WALL (CLASS "A" CONCRETE, NOT TO EXCEED 24" IN HEIGHT)	L.F.	200	\$25.00	\$5,000.00
	604-07.02	RETAINING WALL (CLASS "A" CONCRETE, 6" to 12" IN HEIGHT)	L.F.	750	\$27.00	\$20,250.00
20	604-07.75	RESTORATION OF REINFORCED EARTH WALLS	S.F.	1,000	\$10.00	\$10,000.00
3, 4	607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	400	\$0.01	\$4.00
3, 4	607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	L.F.	400	\$0.01	\$4.00
3, 4	607-06.02	30" CONCRETE PIPE CULVERT (CLASS III)	L.F.	400	\$0.01	\$4.00
3, 4	607-07.02	36" CONCRETE PIPE CULVERT (CLASS III)	L.F.	400	\$0.01	\$4.00
3, 4	607-03.30	18" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	400	\$0.01	\$4.00
3, 4	607-05.30	24" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	400	\$0.01	\$4.00
3, 4	607-06.30	30" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	400	\$0.01	\$4.00
3, 4	607-07.30	36" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	400	\$0.01	\$4.00
	611-01.20	ADJUSTMENT OF MANHOLE COVERS & FRAMES	EACH	40	\$450.00	\$18,000.00
18	611-03.04	GRAY IRON CASTINGS (CATCHBASIN)	LB.	4,380	\$0.01	\$43.80
	611-07.01	CLASS A CONCRETE (PIPE ENDWALLS)	C.Y.	200	\$0.01	\$2.00
	611-07.02	STEEL BAR REINFORCEMENT (PIPE ENDWALLS)	LB.	1,000	\$0.01	\$10.00
	611-07.03	STRUCTURAL STEEL (PIPE ENDWALLS)	LB.	500	\$0.01	\$5.00
	611-07.54	PRE-CAST HEADWALL (CROSS DRAIN 18 IN @ 3:1)	EACH	20	\$0.01	\$0.20
	611-07.57	PRE-CAST HEADWALL (CROSS DRAIN 24 IN @ 3:1)	EACH	20	\$0.01	\$0.20
	611-07.60	PRE-CAST HEADWALL (CROSS DRAIN 30 IN @ 3:1)	EACH	20	\$0.01	\$0.20
	611-07.63	PRE-CAST HEADWALL (CROSS DRAIN 36 IN)	EACH	20	\$0.01	\$0.20
	611-09.01	ADJUSTMENT OF EXISTING CATCHBASIN GRATES & FRAMES	EACH	40	\$450.00	\$18,000.00
18	611-12.01	CATCHBASINS, TYPE 12, DEPTH 0' - 4' (D-CB-12P, D-CB-12RA, & D-CBB-12A)	EACH	5	\$0.01	\$0.05
	611-12.01 (A)	CATCHBASINS, ADJUSTMENT TYPE 12, DEPTH +/- 1'	PER FT	1	\$1,000.00	\$1,000.00
18	611-14.01	CATCHBASINS, TYPE 14, DEPTH 0' - 4' (D-CB-14P, D-CB-14RB & D-CBB-12A)	EACH	5	\$0.01	\$0.05
	611-14.01 (A)	CATCHBASINS, ADJUSTMENT TYPE 14, DEPTH +/- 1'	PER FT	1	\$1,000.00	\$1,000.00

CITY OF BRENTWOOD
ROADWAY REPAIRS AND IMPROVEMENTS
2009-2010

4/12/2022

CONSTRUCTION ESTIMATE							
COUNTY	WILLIAMSON						
PROJ. NO.	22-002						
PROJ. LIMITS	2022 - 2023 Annual Paving Contract						
DESIGN BY SULLIVAN ENGINEERING, INC.					BID DATE		
BID PREPARED BY: ???					4/12/2022		
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	AMOUNT	
5, 21	701-01.01	CONCRETE SIDEWALK (4-INCH DEPTH, CLASS "A" W/FIBER MESH, BROOM FINISH)	S.F.	10,000	\$8.00	\$80,000.00	
5, 21	701-01.01 (A)	CONCRETE SIDEWALK (8-INCH DEPTH FOR RADIUS RETURNS, CLASS "A" W/FIBER MESH, BROOM FINISH)	S.F.	10,000	\$0.01	\$100.00	
5, 21	701-01.06	PEBBLE FINISH CONCRETE SIDEWALK (4-INCH DEPTH, CLASS "A" W/FIBER MESH)	S.F.	2,000	\$0.01	\$20.00	
5, 21	701-01.07	EXPOSED AGGREGATE CONCRETE DRIVEWAY (4-INCH DEPTH, CLASS "A" W/FIBER MESH)	S.F.	1,500	\$0.01	\$15.00	
5, 21	701-01.07 (A)	EXPOSED AGGREGATE CONCRETE DRIVEWAY (6-INCH DEPTH, CLASS "A" W/FIBER MESH)	S.F.	1,500	\$0.01	\$15.00	
5, 21	701-02	CONCRETE DRIVEWAY (4-INCH DEPTH, CLASS "A" W/FIBER MESH, BROOM FINISH)	S.F.	1,500	\$0.01	\$15.00	
5, 21	701-02 (A)	CONCRETE DRIVEWAY (6-INCH DEPTH, CLASS "A" W/FIBER MESH, BROOM FINISH)	S.F.	1,500	\$0.01	\$15.00	
5, 21	701-02.01	CONCRETE HANDICAP RAMP (RETROFIT, 8-INCH DEPTH, CLASS "A" W/FIBER MESH, DETECTABLE WARNINGS)	EACH	50	\$1,500.00	\$75,000.00	
5, 21	701-02.02	CONCRETE DRIVEWAY (8-INCH DEPTH, CLASS "A" W/FIBER MESH, BROOM FINISH)	S.F.	1,500	\$0.01	\$15.00	
5, 21	701-02.07 (B)	EXPOSED AGGREGATE CONCRETE DRIVEWAY (8-INCH DEPTH, CLASS "A" W/FIBER MESH)	S.F.	1,500	\$0.01	\$15.00	
6, 21	702-01	CONCRETE CURB, (TURN DOWN - TO BE USED AS DIRECTED)	L.F.	1,500	\$26.00	\$39,000.00	
6, 21	702-01.01	EXTRUDED SLOPING CURB (NEW INSTALLATION W/RUBBERIZED EXPANSION JOINT, GREATER THAN 300' Section, RP-MC-2)	L.F.	7,500	\$0.01	\$75.00	
6, 21	702-01.01 (A)	EXTRUDED SLOPING CURB (REMOVAL AND REPAIR INSTALLATION LESS THAN 300' SECTION W/RUBBERIZED EXPANSION JOINT, RP-MC-2)	L.F.	2,500	\$28.00	\$70,000.00	
	702-01.02	CONCRETE CURB, (12"-TO BE USED AS DIRECTED AT RADIUS RETURNS)	L.F.	200	\$25.00	\$5,000.00	
6, 21	702-03	CONCRETE COMBINED CURB & GUTTER (NEW INSTALLATION W/RUBBERIZED EXPANSION JOINT, GREATER THAN 300' SECTION, RP-NMC-10)	L.F.	5,000	\$0.01	\$50.00	
6, 21	702-03 (A)	CONCRETE COMBINED CURB & GUTTER (REMOVAL AND REPAIR INSTALLATION LESS THAN 300' SECTION W/RUBBERIZED EXPANSION JOINT, RP-NMC-10)	L.F.	500	\$60.00	\$30,000.00	

CITY OF BRENTWOOD
ROADWAY REPAIRS AND IMPROVEMENTS
2009-2010

4/12/2022

CONSTRUCTION ESTIMATE						
COUNTY	WILLIAMSON					
PROJ. NO.	22-002					
PROJ. LIMITS	2022 - 2023 Annual Paving Contract					
DESIGN BY SULLIVAN ENGINEERING, INC.				BID DATE		
BID PREPARED BY: ???				4/12/2022		
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	AMOUNT
19	920-12.01	RUBBERIZED EXPANSION JOINT (ASTM D-1751-97)	L.F.	1,000	\$0.01	\$10.00
	705-01.04	METAL BEAM GUARD FENCE	L.F.	200	\$125.00	\$25,000.00
	705-02.02	SINGLE GUARDRAIL (TYPE 2, NEW INSTALLATION)	L.F.	250	\$60.00	\$15,000.00
	705-04.09	EARTH PAD FOR TYPE 38 GR END TREATMENT	EACH	1	\$2,500.00	\$2,500.00
	705-06.20	TAN ENERGY ABSORBING TERMINAL (MASH TL3)	EACH	1	\$5,500.00	\$5,500.00
	705-06.30	GUARDRAIL TERMINAL (MASH TL2)	EACH	1	\$4,500.00	\$4,500.00
	705-12.11	GUARDRAIL STEEL POST TYPE 2 (8 FT.)	L.F.	125	\$80.00	\$10,000.00
	705-06.10	GR TERMINAL TRAILING END (TYPE 13) MASH TL-3	EACH	2	\$2,600.00	\$5,200.00
	706-02.01	GUARDRAIL (REMOVE & RESET)	L.F.	500	\$30.00	\$15,000.00
	710-02	AGGREGATE UNDERDRAINS (WITH 4 IN. PIPE)	L.F.	250	\$0.01	\$2.50
7	710-04	FILTER CLOTH UNDERDRAIN (WITH PIPE)	L.F.	250	\$0.01	\$2.50
	712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	1	\$150.00	\$150.00
	712-04.10	TEMPORARY FLEXIBLE TUBULAR DELINEATOR	EACH	1	\$150.00	\$150.00
	712-05.01	WARNING LIGHTS (TYPE A)	EACH	1	\$125.00	\$125.00
	712-05.03	WARNING LIGHTS (TYPE C)	EACH	1	\$125.00	\$125.00
	712-06	SIGNS (CONSTRUCTION)	S.F.	1	\$25.00	\$25.00
	730-12.02(A)	CONDUIT 2" DIAMETER, (PVC, INCLUDES ASPHALT OR CONCRETE TRENCH REPAIR)	L.F.	250	\$0.01	\$2.50
	730-12.02(B)	CONDUIT 2" DIAMETER, (PVC, INCLUDES SOD TRENCH REPAIR)	L.F.	250	\$0.01	\$2.50
	730-12.03(A)	CONDUIT 3" DIAMETER, (PVC, INCLUDES ASPHALT OR CONCRETE TRENCH REPAIR)	L.F.	250	\$0.01	\$2.50
	730-12.03(B)	CONDUIT 3" DIAMETER, (PVC, INCLUDES SOD TRENCH REPAIR)	L.F.	250	\$0.01	\$2.50
7	730-12.08(A)	CONDUIT 2" DIAMETER (RGS, INCLUDES ASPHALT OR CONCRETE TRENCH REPAIR)	L.F.	250	\$0.01	\$2.50
	730-12.08(B)	CONDUIT 2" DIAMETER (RGS, INCLUDES SOD TRENCH REPAIR)	L.F.	250	\$0.01	\$2.50
	730-12.09(A)	CONDUIT 3" DIAMETER (RGS, INCLUDES ASPHALT OR CONCRETE TRENCH REPAIR)	L.F.	250	\$0.01	\$2.50
	730-12.09(B)	CONDUIT 3" DIAMETER (RGS, INCLUDES SOD TRENCH REPAIR)	L.F.	250	\$0.01	\$2.50
	730-12.13	CONDUIT 2" DIAMETER (JACKED OR BORED)	L.F.	100	\$0.01	\$1.00
	730-12.14	CONDUIT 3" DIAMETER (JACK AND BORE)	L.F.	100	\$0.01	\$1.00

CITY OF BRENTWOOD
ROADWAY REPAIRS AND IMPROVEMENTS
2009-2010

4/12/2022

CONSTRUCTION ESTIMATE						
COUNTY	WILLIAMSON					
PROJ. NO.	22-002					
PROJ. LIMITS	2022 - 2023 Annual Paving Contract					
DESIGN BY SULLIVAN ENGINEERING, INC.				BID DATE		
BID PREPARED BY: ???				4/12/2022		
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	AMOUNT
	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 SHALL BE AT THE CONTRACTORS EXPENSE.)	L.F.	500	\$0.01	\$5.00
8	795-09.09	RELOCATE/RECONNECT EXISTING WATER METERS	EACH	20	\$0.01	\$0.20
10	795-09.09 (A)	ADJUST HEIGHT OF EXISTING WATER METERS	EACH	20	\$0.01	\$0.20
	795-12.20	ADJUSTMENT OF EXISTING WATER VALVE BOXES	EACH	40	\$450.00	\$18,000.00
	797-07.63	REPLACE MANHOLE CASTING	EACH	0	\$0.01	\$0.00
16	801-01	SEEDING (WITH MULCH)	UNIT	200	\$5.00	\$1,000.00
	801-03	WATER (SEEDING & SODDING)	M.G.	100	\$1.00	\$100.00
16	803-01	SODDING (NEW SOD)	S.Y.	1,500	\$7.00	\$10,500.00
	805-12.02	EROSION CONTROL BLANKET (TYPE II)	S.Y.	5,000	\$0.01	\$50.00
SUBTOTAL ROADWAY BASE BID						\$3,904,085.50
THE FOLLOWING ITEMS ARE TO BE USED BY BRENTWOOD PARKS DEPARTMENT						
	202-03.01	REMOVAL & DISPOSAL OF ASPHALT PAVEMENT	S.Y.	250	\$30.00	\$7,500.00
	203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	200	\$10.00	\$2,000.00
	203-07	FURNISHING & SPREADING TOPSOIL	C.Y.	20	\$10.00	\$200.00
	209-08.03	TEMPORARY FILTER BARRIER (WITHOUT BACKING)	L.F.	500	\$5.00	\$2,500.00
	303-01	MINERAL AGGREGATE TYPE A BASE GRADING D	TON	375	\$25.00	\$9,375.00
1	402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	2	\$0.01	\$0.02
	402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	9	\$0.01	\$0.09
1, 12	411-01.07	ACS MIX (PG64-22) GRADING "E" SHOULDER	TON	150	\$135.00	\$20,250.00
3, 4	607-00(A)	6" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	20	\$10.00	\$200.00
3, 4	607-00(B)	8" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	20	\$10.00	\$200.00
3, 4	607-01(A)	12" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	20	\$10.00	\$200.00
3, 4	607-02 (A)	15" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	20	\$10.00	\$200.00
3, 4	607-03.30	18" PIPE CULVERT (HIGH-DENSITY POLYETHYLENE (HDPE), AASHTO M294, TYPE S)	L.F.	20	\$10.00	\$200.00

CITY OF BRENTWOOD
ROADWAY REPAIRS AND IMPROVEMENTS
2009-2010

4/12/2022

CONSTRUCTION ESTIMATE						
COUNTY	WILLIAMSON					
PROJ. NO.	22-002					
PROJ. LIMITS	2022 - 2023 Annual Paving Contract					
DESIGN BY SULLIVAN ENGINEERING, INC.					BID DATE	
BID PREPARED BY: ???					4/12/2022	
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	AMOUNT
5, 21	701-02.01	CONCRETE HANDICAP RAMP (RETROFIT, 8-INCH DEPTH, CLASS "A" W/FIBER MESH, DETECTABLE WARNINGS)	EACH	4	\$1,500.00	\$6,000.00
16	801-01	SEEDING (WITH MULCH)	UNIT	10	\$5.00	\$50.00
	801-03	WATER (SEEDING & SODDING)	M.G.	5	\$1.00	\$5.00
16	803-01	SODDING (NEW SOD)	S.Y.	350	\$6.50	\$2,275.00
	805-12.02	EROSION CONTROL BLANKET (TYPE II)	S.Y.	150	\$5.00	\$750.00
SUBTOTAL PARK BASE BID						\$51,905.11
TOTAL BASE BID						\$3,955,990.61

Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents. Proposed prices will remain valid for all areas, regardless of size and at all times within the contract period.

- 6.01 Bidder agrees begin work within fourteen (14) days after written notification of the acceptance of this Bid for each and every work order issued under this contract. Each and every project issued shall have a mutually agreed upon date of substantial completion, and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within thirty (30) days of that date. The contractor further agrees that if work is not initiated and completed within the mutually agreed upon construction schedule the owner reserves the privilege to impose liquidated damages in accordance with Section 4.03 of the "Standard form of Agreement Between Owner and Contractor on the Basis of Stipulated Price".
- 6.02 On-Call Services - The bidder agrees that forces shall be able to respond, mobilize and initiate construction activities on request to specific short notice (24 hours) and emergency projects within the City of Brentwood.
- 6.03 All unit cost contained within this contract shall include all necessary charges for mobilization of equipment, materials and man power for a complete installation of the services required.
- 6.04 The bidder agrees to coordinate with the City of Brentwood 72 hours in advance of anticipated interruptions to utility service; operations which are loud or noisy; and operations which will generate disturbing quantities of structure born noise or vibrations such as jack hammering or core drilling.
- 6.05 The Bidder agrees that all repaving work issued on or before October 1st shall be completed by November 1st, unless, prior arrangements have been made with the City of Brentwood Public Works Director a minimum of two weeks prior to the scheduled completion date.
- 6.06 The Bidder shall submit to the City of Brentwood Public Works Director a traffic control plan for the roadways within each project area a minimum of 48 hours prior to initiating work.
- 6.07 The Bidder shall submit to the City of Brentwood Public Works Director an erosion control plan for the graded areas within each project a minimum of 48 hours prior to initiating work.
- 6.08 Bidder accepts the provisions of the Agreement as to liquidated damages as penalty in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.
- 6.09 Measurement and Payment of quantities shall be in accordance with the Standard Specifications of the Tennessee Department of Transportation Dated: January 1, 2015 and additional specifications and special provisions contained in the construction documents.
- 6.10 Contract unit prices shall be for a one-year period (FY23, July 1, 2022 – June 30, 2023), at which time the City of Brentwood Public Works Director may elect to extend the contract for four additional one-year periods (FY24 (July 1, 2023-June 30, 2024, FY25 (July 1, 2024-June 30, 2025, FY26 (July 1, 2025-June 30, 2026, FY27 (July 1, 2026-June 30, 2027). Provided the Bidder agrees to the extension, further agreeing that all original unit price bids will be increased or decreased in accordance with the **Consumer Price Index**.

6.11 Bid documents set forth in the contract shall remain in force for the duration of time as necessary until a time in which it is no longer applicable. A separate bond shall not be required for each individual work order issued. However, the initial bond as required at the inception of this contract shall remain in force for the duration of the contract.

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security;
- B. A tabulation of all Subcontractors, Suppliers [and other] individuals and entities required to be identified in this Bid;
- C. Required bidder qualifications statement with supporting data; and

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on April 12, 2022

State Contractor License No. 50045

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: FOUR STAR PAVING LLC (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): Robert Landermark

Business address: 1441 Elm Hill Pike

Nashville, TN 37210

Phone No.: 615-627-2901 FAX No.: 615-627-2906

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Attest _____ (CORPORATE SEAL)

(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ FAX No.: _____

Date of Qualification to do business is _____

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Phone and FAX Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Drug-Free Workplace: Contractor's Affidavit

- A) The Tennessee General Assembly has enacted the Drug-Free Workplace Law, 50-9-101 through 50-9-113, Tennessee Code Annotated (TCA) to require employers contracting with state agencies or units of local government to prepare affidavits certifying compliance with the Drug-Free Workplace Program.
- B) The statute applies to all employers with no less than five (5) employees receiving pay who contract with the state or any local government to provide construction services. Each such employer must submit an affidavit stating that the employer has in place a program for a drug-free workplace that complies with T.C.A. 50-9-101-113. The statute forbids any local government from entering into any contract or awarding any contract for construction services with any employer who has not provided the affidavit of compliance.
- C) An Employer under this amendment is defined to be any private company or corporation. The definition does not include any unit of local government or any utility.
- D) Any employer who is found to have violated this provision will be prohibited from contracting with any other local government or state agency until the employer can prove it is in compliance with all the requirements of the Drug-Free Workplace Program. Each additional violation imposes longer time periods of prohibition against contracting with a governmental entity against an employer, up to a period of one year.
- E) The employer's affidavit stating that its program provides for a drug-free workplace absolves the local government of any further responsibility for the employer's compliance or lack of compliance with the requirements of the drug-free workplace program.
- F) Affidavit must be attached to bid form upon submission.

DRUG AND ALCOHOL TESTING REQUIREMENTS:

The City of Brentwood has a drug and alcohol testing program for its employees. The program subjects employees and certain applicants, after an offer of employment has been extended, to testing as follows:

Type of Testing	Drug Testing	Alcohol Testing
Pre-Employment	CDL*, POLICE, FIRE, DISPATCH	N/A
Transfer	CDL, POLICE, FIRE, DISPATCH	N/A
Post-Accident	ALL	ALL
Reasonable Suspicion	ALL	ALL
Random	CDL, POLICE, FIRE, DISPATCH	CDL
Return-To-Duty	ALL	ALL
Annual Physical	POLICE, FIRE	N/A

* CDL – Commercial Driver's License

More information concerning the City's drug and alcohol testing program may be obtained from the Human Resources Department at (615) 371-0060.

Pursuant to *Tennessee Code Annotated* §§ 50-9-113** and 50-9-114, bids or proposals for construction services submitted to the City of Brentwood must include an affidavit attesting that the bidder or proposer has in effect, at the time of submittal, a drug-free workplace program that complies with Title 50, Chapter 9, *Tennessee Code Annotated*; and further, that the bidding entity's drug and alcohol testing program is operated pursuant to requirements at least as stringent as those of the program operated by the City of Brentwood, as described herein.

** *T.C.A.* § 50-9-113 applies to employers with no less than five employees.

STATE OF TENNESSEE DRUG-FREE WORKPLACE AFFIDAVIT
COUNTY OF Davidson OF PRIME BIDDER

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

- 1) He/She is the principal officer for:
a) Contractor; Four Star Paving LLC
b) Address: 1441 Elm Hill Pike
c) City, State: Nashville, TN;
- 2) That the bidding entity has submitted a bid to the City of Brentwood for the project titled "Roadway Repairs and Improvements Fiscal Year 2022 - 2023, Brentwood, Tennessee, Project No. 22-002";
- 3) That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated; and further, that the bidding entity's drug and alcohol testing program is operated pursuant to requirements at least as stringent at those of the program operated by the City of Brentwood, as described in the construction specifications.
- 4) That this affidavit is made on personal knowledge.

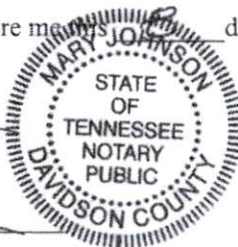
Further Affiant saith not.

MGMaynor

AFFIANT

SUBSCRIBED AND SWORN TO before me on this 18 day of April, 2022

Mary Johnson
NOTARY PUBLIC



My commission expires: 5/2/22

BID BOND

BIDDER (Name and Address):

Four Star Paving LLC
1441 Elm Hill Pike
Nashville, TN 37210

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

Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196

OWNER (Name and Address):

City of Brentwood
ATTN: Mr. Todd Hoppenstedt, Director of Public Works
P.O. Box 788
1750 General George Patton Drive
Brentwood, TN 37027

BID

PROJECT (Brief Description Including Location):

Contract: General Construction

Project: Roadway Repairs and Improvements in the City of Brentwood for fiscal Year 2022 - 2023.

OWNER's Contract No. _____

ENGINEER's Contract No. 22-002

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

1. The contractor shall supply all labor, materials and equipment necessary for street repair projects within the City of Brentwood.
2. This project is to be constructed under the Standard Specifications of the Tennessee Department of Transportation Dated: January 1, 2021 and additional specifications and special provisions contained in the construction documents.
3. The cost of this project shall be based on a unit price bid.

PENAL SUM FORM

BOND

BOND NUMBER: N/A

DATE (Not later than Bid due date): April 12, 2022

PENAL SUM: Five Percent of Amount of Attached Bid

(Words)

5%

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hercof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Four Star Paving LLC (Seal)

Bidder's Name and Corporate Seal

By: 

Signature and Title

Attest: 

Signature and Title

SURETY

Fidelity and Deposit Company of Maryland (Seal)

Surety's Name and Corporate Seal

By: 

Signature and Title **Mark Neal, Attorney-in-Fact**
(Attach Power of Attorney)

Attest: 

Signature and Title **Jerri Bain**

- Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**


KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Frank E. NEAL, III, Mark NEAL, Brent W. NEAL, Thomas NEAL and Jerri BAIN of Nashville, Tennessee**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

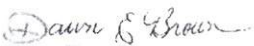
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 6th day of January, A.D. 2022.

ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**




By: **Robert D. Murray**
Vice President


By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 6th day of January, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



A Present commitments
\$25,000,000 Backlog

B. Brentwood Streets
Franklin Streets
Forrest Hills Streets

C Brentwood - Todd Hopenshead
Franklin - Derrick M'Cond
Forrest Hills - Brad Bivens

D see ATTACHED

E 3 paving crews

G see ATTACHED

H see ATTACHED

I currently in APPROVAL PROCESS

2022 - 2023 Annual Contract
City of Brentwood
Williamson Co., Tennessee
Project No. 22-002

DOCUMENT 00450

LIST OF SUBCONTRACTORS

Here with is the list of subcontractors referenced in the bid submitted by:

(Bidder).....FOUR STAR PAVING LLC.....

(Owner) City of Brentwood, Tennessee

Dated.....4-12-22.....and which is an integral part of the Bid Form.

For any task or item of work performed in the execution of this contract valued at or above \$5,000, performed or provided by General Contractor or any Subcontractor. Typical items of work noted below but may not be all-inclusive and are to be as needed by Bidder:

Item of Work	DBE/\$ Amount	Subcontractor name, address license number, expiration date of registration, and license classification
Grading		
Drainage		
Asphaltic Paving		
Water Line		
Traffic Control		
Erosion Control		

2022 - 2023 Annual Contract
City of Brentwood
Williamson Co., Tennessee
Project No. 22-002

Item of Work	DBE/\$ Amount	Subcontractor name, address license number, expiration date of registration, and license classification
Pavement Markings		
Permanent Signing		
Signals		STANSELL Electric
Electrical		"
Seed		McFall Seed & Sod
Sod		McFall Seed & Sod
Asphalt Milling		JONES Bros
Concrete Flat Work		Michael Moody
Concrete Curb		"
Guardrail		Lo INC

2022 - 2023 Annual Contract
City of Brentwood
Williamson Co., Tennessee
Project No. 22-002

[illegible]

State of Tennessee

373859

12438512

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

FOUR STAR PAVING, LLC

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 50045

LIC STATUS: ACTIVE

EXPIRATION DATE: January 31, 2023

UNLIMITED; HRA-B; HRA-E.3; MU-D



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

	HIGHLIGHTED LINES = NO INSURANCE							
	DESC	CREW	SERIAL /VIN #	TAG #	BUYER/PRICE	SELLER	FINANCIAL COMPANY	
1	251D DYNAPAC ROLLER		54833200 58311560					
2	142 DYNAPAC ROLLER							
3	1T D7 DOZER		94N8221					
4	EBOY GRADER		685127					
5	OWER CURBER 440XL		440XL-10-0020240					
6	1T 416C BACKHOE		4ZN05897				The Cit Group	
7								
8	ACHINE TRAILER	TODD						
9	RAILER	TODD	1N9U51425WC007157	T859947		APAC		
10	ILER-2003	JASON	4DSUA12263S009291	T649381		APAC-JJN		
11	IENT TRAILER		4DSFC16213S009292	T649379		APAC-JJN		
12	1T 416-C BACKHOE		5YN05404				The Cit Group	
13	APAC CA 250D		65220287				Associate First Cap Corp	PD OFF
14	RM TRAILER	TODD	4DSUT14294S011948					
15	OCE BROOM		404062		DEPRECIATED OUT ON INS (2009)			
16	RD F-150 CREW CAB	SPARE	1FTRW12W84KC39397	68183H1				
17	EHIND SAW							

VBOARD			PSI						
R			4DSFA10245S013581						
ORD F750XL-WATER TRK			3FRXF75E95V144030	H501123		Yoder	Wilson Bank & Trust		
OWER CURBER			440XL-060531064		DEPRECIATED OUT (2009)	POWER CURBER	NONE		
R3STL-PS LOWBOY (R ONLY)		JJ	1E92936916E111285	Q29369	T859946	Power Equipment	WBT-Finaneial	PAID	
ORD F-750XLWATER TRUCK J6			3FRWF75E17V394280	H426902		United Truck & Equip	All Points Capital	PD OFF	
I-N PIN TRAILER (UTILITY)			4DSUA12277S017597	T860192		J-J-N	None		
YNA PAC ROLLER			65820367			ASC Const Equipment			
ORD F650	WHITE		3FRNF65YX5V143044	H427031		NONE			
ORD S-DTY F-350	WHITE		1FTWW30YX8EC97843		Alexandar Ford	Alter-Moneta-Corp	PD OFF		
BOY ROLLER			400-49523			Nortrax	Diversified Fin-Ser LLC	PD OFF	
VINIUS SPREADER		Model -	#R-600-C, #6C05445-serial #			None	WBT #1	PD OFF	same loan
JO DUMP TRUCK	WHITE	JACKIE	1NKDX4EXX7J194484	153311	H116009	Kenworth	WBT #2	PD OFF	same loan
N/T800 LOWBOY	WHITE		1XKDD40X49J248435	H116014		Kenworth	None? (WBT,etc.) #3	PD OFF	same loan
N/T370 SER TRK	WHITE	BOBBY TOMON	2NKHHN7K79M253617	H606734		Kenworth	None		
LE FORKLIFT	YELLOW		A875B310378			Total Material Handling	None		
IT 928GZ WHEEL LOADER	YELLOW	s/n	CAT0928GKDJD02779			Ritchie Bros. (on-line)	WBT(WELLS FARGO)		
NWORTH TRACTOR Y (TRUCK ONLY)	WHITE	JJ	1XKDD40X1CJ302104	H115897		MHC	Wells Fargo Equip Fin Inc	PD OFF	
ORD TRK F-150	BLACK	MARK GILLIAM	1FTFW1ET4CFA17905	76H1582		CROWN FORD	WBT		

AILER		SKID LOADER	4MNF81821C1000536			Nashville Tractor & Equip	None		
JHN DEERE 326D SKID R	YELLOW	SKID LOADER				TRIGREEN	None		
LEBOY ROLLERW/KUBOTA		ROLLER	SER #49351			W I CLARK COMPANY			
D LEEBOY ASP ROLLER	YELLOW	ROLLER	SER#47108			BAC PAVING CO INC			
EC RUBBER TIRE PAVER RP-			S/N RP-170X180			SIGNATURE			
iqvarna Saw	3/28/2013		S/N 001315546001		\$11,721.60	A & M			
.C 7K 7X18+2 BUMPER	BLACK	TRAILER	1T9GU2020CL799789		\$4,788.00	BJ'S TRAILER'S LLC			
JHN Deere 326D skid steer	YELLOW		1T0326DMLCG231053		\$42,840.00	TRIGREEN			
AT 308C CR EXCAVATOR	YELLOW		S/N KCX02117		\$57,860.00	WOODS EQUIPMENT			
ULIC HAMMER- LLER			3X80023		\$12,462.43	Thompson Machinery			
rNAPAC CA250D ROLLER			10000108V0D007805		\$83,540.00	ATLAS COPCO	ATLAS COPCO		
IT GRADER			RS00261		\$353,486.08	Thompson Machinery	CAT FINANCIAL SERV		
I TRAILER			1T9GU2024EL799796	U534076	\$5,002.00	BJ'S TRAILER'S LLC			
6 P CURBER	YELLOW		57C06-14-0832352		\$240,883.50	POWER CURBER	SIGNATURE FIN		
EERE 326E SKID STEER			1T0326DAACG222079		\$31,110.00	TRIGREEN EQUIPMENT	SIGNATURE FIN		
E ENGINE SYSTEM			model 74105-551, installation kit, 84705-10, SN:84705-10f, TWO (2) GPS RECEIVERS MS992C, SN:1264J111SP, 1264J165P, RADIO SNR921, SN:2314J7925Q, BASE STATION SPS855, SN:5417R00861, GPS ROVER SPS985, SN: 5420F65506, DATA COLLECTOR TSC3, SN:RS2EC48804		\$75,595.45	SITECH	SIGNATURE FIN		
AT MOTOR GRADER		STEVIE JOHNSON	ON9F00125		\$355,088.21	THOMPSON MACHINERY	CAT FINANCIAL SERV		

ORD F350 1-8-15	WHITE	TOMMY MOFIELD	1FT8W3A62FEC27403	20528H2	\$37,227.45	MID-TENN FORD	SIGNATURE FIN		
ORD F350 1-8-15	WHITE	WINDELL THOMPSON	1FT8W3A64FEC27404	20532H2	\$37,227.45	MID-TENN FORD	SIGNATURE FIN		
ORD F350 1-8-15	WHITE	RON BIRDWELL	1FD8W3GT9FEC27407	20543H2	\$42,682.87	MID-TENN FORD	SIGNATURE FIN		
ORD F350 1-8-15	WHITE	STEVIE JOHNSON	1FD8W3GT0FEC27408	20531H2	\$42,682.87	MID-TENN FORD	SIGNATURE FIN		
ORD F350 1-8-15	WHITE	BRIAN JEFFERSON	1FD8W3GT7FEC27406	20545H2	\$42,682.87	MID-TENN FORD	SIGNATURE FIN		
ORD F350 1-8-15	WHITE	RYAN HALLMAN	1FD8W3GT2FEC27409	20533H2	\$42,682.87	MID-TENN FORD	SIGNATURE FIN		
ORD F350 1-8-15	WHITE	TODD VICKERS	1FT8W3A60FEC27402	20529H2	\$37,227.45	MID-TENN FORD	SIGNATURE FIN		
ORD F350 1-8-15	WHITE	JASON JARRELL	1FT8W3A66FEC27405	20530H2	\$37,227.45	MID-TENN FORD	SIGNATURE FIN		
ISO	MECHANIC TRUCK	BRANDON ALLEN	1FDOX5GT8FEB64662	H330006	\$113,512.88	CHEROKEE TRUCK EQUIP	SIGNATURE FIN		
3 BW266 ROLLER			901D20901064		\$60,706.16	NORTRAX	SIGNATURE FIN		
E TO GO ON STEVIE'S R		STEVIE JOHNSON	74105172A		\$1,735.00	SITECH			
E TO GO ON STEVIE'S R		STEVIE JOHNSON	74705258		\$1,184.00	SITECH			
E TO GO ON STEVIE'S R		STEVIE JOHNSON	3334J0115W		\$13,067.08	SITECH			
TERNATIONAL CAB & S/WATER TRUCK			IHTMMAAN27H450267	H508261	\$13,500.00	TUF SOLUTIONS			
C MODEL 7300			3HAZZMMNSGL428651		\$99,273.00	E. D. ETNYRE & CO			
2	CAT 12M3 MOTOR GR		N9F00473		\$341,806.91	THOMPSON MACH	PAID IN FULL		
KR-350 BROOM	BROOM		409555		\$53,534.18	POWER EQUIPMENT	WILSON BANK		
ETNYRE S-2000 UTOR	DISTRIBUTOR		55365	H607404	\$87,000.00	CALVIN GROUP	WILSON BANK		

400 ROLLER	ROLLER		54086		\$19,000.00	PITTMAN TRACTOR	WILSON BANK		
NATIONAL 4300 ROAD OR DT466	DISTRIBUTOR		1HTMMAAN87H 505 269		\$21,540.00	GAMBLE MOTOR CO	WILSON BANK		
500	TRUCK	SPARE	3C6JR6DG5HG542455	2309H14	\$22,317.94	ROCKIE WILLIAMS			
-150 PLATINUM	TRUCK	MIKE MAYNARD	1FTEW1EF6HFA89086		\$54,803.91	MID-TENN FORD			
V BOARD S/N #10743	ARROW BOARD		S/N 10743		\$3,878.38	ROADSAFE			
YY TRAILER MODEL (A 117-135)	TRAILER	SCOTT	4S0DK5336H1003700	748631 PER	\$55,854.00	TRAILBOSS TRAILERS			
PILLAR 308E MINI ATOR			GBJ01091		\$58,306.50	RITCHIE BROS			
400S COMPACTION			91106		\$30,000.00	PITTMAN TRACTOR			
R	A	SCOTT	1T9GU2026HL799805	U752160	\$4,895.00	BJ'S TRAILER			
It		SCOTT	1NPXGGGG40D481457	H112520					
-150 SUPERCREW	TRUCK	Kevin	1FTFW1EF7HKD77503	3264H14		MID-TENN FORD			
-150 SUPERCREW	TRUCK	Jacob Norrod	1FTEW1EFOHKD77502		\$39,981.69	MID-TENN FORD			
M VHP MOTOR GRADER	GRADER		B9F00991		\$99,750.00	J.M. WOOD AUCTION			
EEERE SKID STEER 229358	SKID LOADER		1T0332GMC GF302494		\$63,430.53	TRI-GREEN			
LEEBOY ROLLER	LEEBOY ROLLER		400-82915		\$40,000.00	THE W.I. CLARK CO			
-150	TRUCK	BRANDON ALLEN	1FTFW1E50JKD26163		\$47,837.43	MID TENN FORD			
-150 SUPERCREW	TRUCK	CLINT	1FTFW1EG1JFC03577		\$48,361.15	MID-TENN FORD			
TLINER WATER TRUCK	WATER TRUCK		3ALACWDTSEDFF6451		\$55,940.00	LEDWELL			

EPD 4W	EXPEDITION	ROBERT	1FMJU2AT8JEA26102			MID-TENN FORD			
RJ350	BROOM		405211		\$20,500.00	J.M. WOOD AUCTION			
6 UT	TRAILER		1T9GU2029JL799786			B. J.'S TRAILER			
ROVER WITH TSC3 DATA TOR WITH RADIO AND OCK POLE			ROVER MODEL SP5986 RD SP5986001, SERIAL 5813F01502- TRIMBLE MODEL TSC3 ID #TSC3-125, SERIAL		\$29,585.00	SITECH			
PLANNER PC306B	PLANNER		PCT01792		\$19,943.31	THOMPSON			
TEC 190E	PAVER		RP190EX4035		\$286,305.00	roadtec			
	ASPHALT PAVER		376011						
iller	SKID STEER LOADER		DT802168						
rtional	DOZER/SPREADER		2510						
sl-Rand	ROLLER		170606						
	ROLLER		660470						
	ROLLER		K05275672						
let	4 DOOR		1GNFC13037R332174						
let	PICK UP		1GC4CYCG8HF135784						
let	PICK UP		1GC2CUEGXFZ109132						
let	PICK UP		1GCEC19V37Z176693						
let	PICK UP		1GCJC33D16F203609						
Built	TRAILER		4MNF82225F1000811						

shore	TRAILER		545N1TD25F8002699						
Mo	TRAILER		00001						
Mo	TRAILER		00002						
.8X	INFARED ASPHALT RECYCLER								
illar	18" MILLING HEAD								
rop Equipment									
OY TRAILER	50-TON TR-AXLE LOW BOY PAVER SPECIAL				62630.00	TRAILBOSS			
F750	FE155896 FORD F750		1FDWF7DEXGDA00996	H459958	67645.00	PRICHARD AUTO CO			
YY 400T #85623			85623		31150.00	BLANCHARD CAT			
R CURBER	2018 POWER CURBER 5700-C W ACCESSORIES		57C08-18-1232658		286893.50	POWER CURBER			
	MOTOR GRADER 12M3		N9F01042		315345.48	THOMPSON MACH			
AT 12M2 VHP PLUS R GRADER	2014 CAT 12M2 VHP PLUS MOTOR GRADER		CAT0012MCR9500345		123330.30	RITCHIE BROS			
ID STEER	JOHN DEERE 332G SKID STEER 272960		1T0332GMHKF349269		64280.00	TRI-GREEN			
'AC CA250 II ROLLER	DYNAPAC CA250 II ROLLER, - VIBRATORY, 84"		10000108L0A008540		45317.56	J.M. Wood Auction			
'LANET	FORD F-750 XL SUPER DUTY ASPHALT DISTRIBUTOR		3FRXF7FJXBV686096		78290.00	IRON PLANET			
f	GPS FOR CURB AND GUTTER MACHINE		2617J0115W		41676.43	SITECH			
f	Robots for Curb & Gutter				122249.96	SITECH			
f	GPS SYSTEM FOR GRADER 268				53405.94	SITECH			
f	BASE ROVER AND TSC7 DATA				41012.35	SITECH			
R	CB10 ROLLER		NPP00138		140767.53	THOMPSON	WILSON BANK		
	FORD F-150 WHITE	JASON	1FTFW1E5XKFC32432		44363.37	MID-TENN FORD	PAID		
	EQUINOX	SPARE	1GNALAEK6FZ140691 SPARE		9467.04	MID-TENN FORD			
	XLT SUPERCREW	HUNTER	1FTEW1E58JFA07663		34998.19	INTEGRITY AUTO SALES			

L 84705-10	ID # 84705-10Z	JACOB'S GRADER	#84705-10Z		4000.00	SITECH			
ROL BX MODEL CB460	ID# CB460-225	JACOB'S GRADER	#247911015W		7833.00	SITECH			
L MS995C	ID# MS995C256	JACOB'S GRADER	2039J5185Y		12181.00	SITECH			
L MS995C	ID# MS995C257	JACOB'S GRADER	#2039J5195Y		12181.00	SITECH			
L AS400P	AS400P-01	JACOB'S GRADER	#0849J516RS		1615.00	SITECH			
L SNR930C	ID #SNR930334	JACOB'S GRADER	#2049J0175Q		3000.00	SITECH			
STATION MODEL SPS855	SPS855266	JACOB'S GRADER	5839R31614		11700.00	SITECH			
ER BASE STATION MODEL J5	ID# SPS855316	JACOB'S GRADER	5927R31946		11700.00	SITECH			
OE 4000 SERIES CUMMINS T4	PAVER		RP-170E-4090		358,835.11	ROADTEC			
	F-150 WHITE	DAVID VAUGHN	1FTEW1E551FA99690		47441.57	MID TENN FORD			
Y GRADER	LB 685C		685-133289		85000.00	W.I. CLARK CO			
ORTH T800 DUMP	DUMP		1NKDL40X9KJ217202		143900	J.M. WOOD AUCTION			
ORTH T800 DUMP	DUMP		1NKDL40X5KJ217200		143900	J.M. WOOD AUCTION			
	F-150	ZACH WRIGHT	1FTEW1E44LFA07251		46092.86	MID-TENN FORD			
E CRT350	BROOM		400940-BLADE CAB		32007.15	J.M. WOOD AUCTION			
S56B	ROLLER-VIBRATORY, 84" SMOOTH DRUM, COMPACTION CONTROL, CANOPY		LBH01102		79655.33	J.M. WOOD AUCTION			
	TRA VAN	TODD	1FTBR1DG5LKA83029		46373.85	MID-TENN FORD			
STEER 332G			1T0332QMAMF391845		68051.75	MEADE EQUIPMENT			
F-150	SILVER	STEVIE	1FTFW1E53MFA54673		52576.64	MID-TENN FORD			
F-150	WHITE	RAY H	1FTFW1E51MFA54672		51824.32	MID-TENN FORD			
		MIKEY MARTIN	1FT8W3AN2MEC72376		42688.09	MID-TENN FORD			
CAT 420F2 BACKHOE OPS, GP LOADER ET, STICK CONTROLS,			CAT0420FPHWC01119		59000.00	PITTMAN TRACTOR CO			
F-150	Green	Todd Vickers	1FTFW1E52MKE58000		51786.47	MID-TENN FORD			
IPS SHEET									
IPS SHEET									
IPS SHEET									
IPS SHEET									
IPS SHEET									
F-550H SERVICE TRUCK	White		1FDUF5HT0KEC48236		100,000	KNOXVILLE RUBBER & GASKET			

[illegible]

NOTICE TO PROCEED

Dated: 5/9/2022

TO: Four Star Paving, LLC
(BIDDER)

ADDRESS: Four Star Paving, LLC
C/O Mr. Mike Maynard
1441 Elm Hill Pike
Nashville, TN 37210

Contract: Roadway Repairs & Improvements Fiscal Year 2022 - 2023

Project: General Construction

ENGINEER's Contract No. 22-002

You are notified that the Contract Times under the above contract will commence to run on _____, 2022. By that date, you are to start performing your obligations under the Contract Documents. Substantial Completion shall be in accordance with Article 4 of the Agreement.

Before you may start any Work at the Site, paragraph 2.05.C of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

City of Brentwood
(OWNER)

By:


(AUTHORIZED SIGNATURE)

MAYOR
(TITLE)

Copy to ENGINEER

BID BOND**BIDDER** (Name and Address):

Forn Star Paving LLC
1441 Elm Hill Pike
Nashville TN 37215

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

Fidelity Surety Company of Maryland
1299 Zuni Way
Schlamburg, IL 60196

OWNER (Name and Address):

City of Brentwood
ATTN. Mr. Todd Hoppenstedt, Director of Public Works
P.O. Box 788
1750 General George Patton Drive
Brentwood, TN 37027

BID

PROJECT (Brief Description Including Location):

Contract: General Construction**Project:** Roadway Repairs and Improvements in the City of Brentwood for fiscal Year 2022 - 2023.**OWNER's Contract No.** 50045**ENGINEER's Contract No.** 22-002

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

1. The contractor shall supply all labor, materials and equipment necessary for street repair projects within the City of Brentwood.
2. This project is to be constructed under the Standard Specifications of the Tennessee Department of Transportation Dated: January 1, 2021 and additional specifications and special provisions contained in the construction documents.
3. The cost of this project shall be based on a unit price bid.

PENAL SUM FORM

BOND

BOND NUMBER: PRF 9400383

DATE (Not later than Bid due date): _____

PENAL SUM: Three Million, Nine hundred fifty five thousand, nine hundred ninety dollars \$3,955,990.61
 (Words) (Figures)

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

BIDDER

Four Star Parking LLC (Seal)
 Bidder's Name and Corporate Seal

By: [Signature] - VP
 Signature and Title

Attest: [Signature] - VP
 Signature and Title

SURETY

 Surety's Name and Corporate Seal

By: _____
 Signature and Title
 (Attach Power of Attorney)

Attest: _____
 Signature and Title

- Note: (1) Above addresses are to be used for giving required notice.
 (2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by OWNER, or
 - 3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

Payment Bond

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

CONTRACTOR (Name and Address):

Four Star Paving LLC
1441 ELM HILL PIKE
Nashville TN 37210

OWNER (Name and Address):

City of Brentwood

ATTN: Mr. Todd Hoppenstedt, Director of Public Works
P.O. Box 788
1750 General George Patton Drive
Brentwood, TN 37027

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

Fidelity and Deposit
Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196

CONTRACT

Date: May 5, 2022

Amount: \$ 3,955,990.61

Description (Name and Location):

Contract: General Construction

Project: Roadway Repairs and Improvements in the City of Brentwood for fiscal Year 2022 - 2023.

OWNER's Contract No.

ENGINEER's Contract No. 22-002

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

P.O. Box 1708, Brentwood, TN 37024

BOND

Date (Not earlier than Contract Date): May 5, 2022

Amount: \$ 3,955,990.61

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: Four Star Paving LLC (Corp. Seal)

Signature: C. R. L. JR.
Name and Title: C. R. L. COFFE JR.
Vice President

(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: _____
(Attach Power of Attorney)

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.
P.O. Box 1708
Brentwood, TN 37024

Performance Bond

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

CONTRACTOR (Name and Address):

Four Star Paving LLC
1441 Elm Hill Pike
Nashville, TN 37210

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

Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196

OWNER (Name and Address):

City of Brentwood

ATTN: Mr. Todd Hoppenstedt, Director of Public Works
 P.O. Box 788
 1750 General George Patton Drive
 Brentwood, TN 37027

CONTRACT

Date: _____

Amount: \$ **3,955,990.61 (Three Million Nine Hundred Fifty-five Thousand Nine Hundred Ninety & 61/100 Dollars)**

Description (Name and Location):

Contract: General Construction

Project: Roadway Repairs and Improvements in the City of Brentwood for fiscal Year 2022 - 2023.

OWNER's Contract No.

ENGINEER's Contract No. 22-002

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

P.O. Box 1708, Brentwood, TN 37024

BOND

Date (Not earlier than Contract Date): _____

Amount: \$ **3,955,990.61 (Three Million Nine Hundred Fifty-five Thousand Nine Hundred Ninety & 61/100 Dollars)**

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: **Four Star Paving LLC** (Corp. Seal)

Signature: _____

Name and Title: **Brock Lodge, Member**

SURETY

Company: **Fidelity and Deposit Company of Maryland** (Corp. Seal)

Signature: _____

Name and Title: **Mark Neal, 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 to be 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.
P.O. Box 1708
Brentwood, TN 37024

Payment Bond

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

CONTRACTOR (Name and Address):

Four Star Paving LLC
1441 Elm Hill Pike
Nashville, TN 37210

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

Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196

OWNER (Name and Address):

City of Brentwood

ATTN. Mr. Todd Hoppenstedt, Director of Public Works
 P.O. Box 788
 1750 General George Patton Drive
 Brentwood, TN 37027

CONTRACT

Date: _____

Amount: \$ **3,955,990.61 (Three Million Nine Hundred Fifty-five Thousand Nine Hundred Ninety & 61/100 Dollars)**

Description (Name and Location):

Contract: General Construction

Project: Roadway Repairs and Improvements in the City of Brentwood for fiscal Year 2022 - 2023.

OWNER's Contract No.

ENGINEER's Contract No. 22-002

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

P.O. Box 1708, Brentwood, TN 37024

BOND

Date (Not earlier than Contract Date): _____

Amount: \$ **3,955,990.61 (Three Million Nine Hundred Fifty-five Thousand Nine Hundred Ninety & 61/100 Dollars)**

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: **Four Star Paving LLC** (Corp. Seal)

Signature: 
 Name and Title: **Brock Lodge, Member**

SURETY

Company: **Fidelity and Deposit Company of Maryland** (Corp. Seal)

Signature: 
 Name and Title: **Mark Neal, 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.
P.O. Box 1708
Brentwood, TN 37024

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Frank E. NEAL, III, Mark NEAL, Brent W. NEAL, Thomas NEAL and Jerri BAIN of Nashville, Tennessee**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 6th day of January, A.D. 2022.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



A handwritten signature in black ink, appearing to read 'Robert D. Murray', is written over a horizontal line.

By: **Robert D. Murray**
Vice President

A handwritten signature in black ink, appearing to read 'Dawn E. Brown', is written over a horizontal line.

By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 6th day of January, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



A handwritten signature in black ink, appearing to read 'Constance A. Dunn', is written over a horizontal line.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Brentwood City Commission Agenda

Meeting Date: 02/27/2023

Resolution 2023-29 Authorizing a change order with ProShot Concrete for Stormwater Pipe Repair & Lining

Submitted by: Todd Hoppenstedt, Public Works

Department: Public Works

Information

Subject

Resolution 2023-29 - Authorizing a change order with Proshot Concrete for FY2023 Stormwater Pipe Repair & Lining

Background

In 2020, the Public Works Department began a program to line and rehabilitate deteriorated and failing storm culverts. As the City's vast network of stormwater culvert pipes continues to age, the Public Works Department is working to maintain, replace, or rebuild these conveyance systems to ensure proper operation for many years to come. As the need for repair is identified, each pipe section is evaluated independently to calculate costs and impacts related to various methods of maintenance or replacement.

On June 7, 2022, bids were received for a new Pipe Repair & Lining Contract on a unit-price basis. Proshot Concrete, Inc. was the only bidder when this contract was rebid. The initial contract was approved for FY2023, with the option for four individual one-year extensions, with a Consumer Price Index adjustment to the individual line items.

Proshot Concrete, Inc. has been responsive and professional in working with the City over past few years, and staff has been pleased by the work they have provided.

Staff Recommendation

Staff recommends award of a change order for a one-year extension of the Pipe Repair & Lining Contract with Proshot Concrete, Inc. for FY 2024.

Please direct any questions to the Public Works Director.

Fiscal Impact

Amount : \$150,000 est.

Source of Funds: Storm Drainage Fund

Account Number: 110-43150-89440

Fiscal Impact:

The Capital Improvement Program allocates \$150,000 for normal stormwater maintenance activities including culvert rehabilitation.

Attachments

Resolution 2023-29

Change Order_#2022-086

COB Contract # 2022-086

RESOLUTION 2023-29

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING THE MAYOR TO EXECUTE A CHANGE ORDER BY AND BETWEEN THE CITY OF BRENTWOOD AND PROSHOT CONCRETE, INC. FOR PIPE REPAIR AND LINING, A COPY OF SAID CHANGE ORDER 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 a change order by and between the City of Brentwood and Proshot Concrete, Inc. for pipe repair and lining, a copy of said change order 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: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn



January 30, 2023

Mr. Anthony McDougle
ProShot Concrete, Inc
4158 Musgrove Drive
Florence Al. 35630

RE: 2022-2023 Pipe Repair Contract
City of Brentwood, Tennessee
SEI Project No. 22-008

Dear Anthony,

Please find enclosed one (1) originals of "Change Order #1" which has been prepared for your review and acceptance. If the prepared documents are acceptable please make four (4) additional copies, sign and return to Mr. Todd Hoppenstedt, Brentwood Director of Public Works for further handling. If corrections or modifications are required please mark and return the attached document to my attention so that I can make the necessary revisions and reissue the appropriate documentation.

Please call if you have any questions.

Sincerely,
Sullivan Engineering, Inc.

Paul Collins

Enclosures

Cc; Mr. Todd Hoppenstedt, Brentwood Director of Public Works

CHANGE ORDER

No. 1

DATE OF ISSUANCE: January 30, 2023

EFFECTIVE DATE: July 1, 2023

OWNER: City of Brentwood

CONTRACTOR: ProShot Concrete, Inc

Contract: 2022-2023 Pipe Repair Contract

Project: General Construction

OWNER's Contract No.

DESIGN ENGINEER's Contract No. 22-008

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

You are directed to make the following changes in the Contract Documents:

Description:

On July 1, 2022, the 2022-2023 Pipe Repair Contract was awarded by the City of Brentwood Annual, having a scheduled ending date of June 30, 2023. Contract provisions allow this agreement to be extended for another year in accordance with "Bid Form - Article 6.10,

"Contract unit prices shall be for a one-year period (FY23, July 1, 2022 – June 30, 2023), at which time the City of Brentwood Public Works Director may elect to extend the contract for four additional one-year periods (FY24 (July 1, 2023-June 30, 2024, FY25 (July 1, 2024-June 30, 2025, FY26 (July 1, 2025-June 30, 2026, FY27 (July 1, 2026-June 30, 2027). Provided the Bidder agrees to the extension, further agreeing that all original unit price bids will be increased or decreased in accordance with the **Consumer Price Index.**"

According to the Bureau of Labor and Statistics the consumer Price Index has increased 6.5 % over the last twelve months and will therefore be reflected in the extension of your annual contract should all parties agree.

CONSUMER PRICE INDEX – December 2022

The Consumer Price Index for All Urban Consumers (CPI-U) declined 0.1 percent in December on a seasonally adjusted basis, after increasing 0.1 percent in November, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 6.5 percent before seasonal adjustment.

The index for gasoline was by far the largest contributor to the monthly all items decrease, more than offsetting increases in shelter indexes. The food index increased 0.3 percent over the month with the food at home index rising 0.2 percent. The energy index decreased 4.5 percent over the month as the gasoline index declined; other major energy component indexes increased over the Month.

The index for all items less food and energy rose 0.3 percent in December, after rising 0.2 percent in November. Indexes which increased in December include the shelter, household furnishings and operations, motor vehicle insurance, recreation, and apparel indexes. The indexes for used cars and trucks, and airline fares were among those that decreased over the month.

The all items index increased 6.5 percent for the 12 months ending December; this was the smallest 12-month increase since the period ending October 2021. The all items less food and energy index rose 5.7 percent over the last 12 months. The energy index increased 7.3 percent for the 12 months ending December, and the food index increased 10.4 percent over the last year; all of these increases were smaller than for the 12-month period ending November.

Reason for Change Order:

Renew existing contract to provide construction and maintenance services on an as needed **basis for a period of one year (July 1, 2023 to June 30, 2024 inclusive)** as stipulated in the contract.

Attachments: (List documents supporting change)

- 1) Revised unit cost analysis based on the Consumer Price Index adjustment.

CHANGE IN CONTRACT PRICE:
Original Contract Price
<u>\$9,789.00</u>
Net Increase (Decrease) from previous Change Orders No. -0- to -0-:
<u>\$0.00</u>
Contract Price prior to this Change Order:
<u>\$9,789.00</u>
Net increase (decrease) of this Change Order:
<u>\$636.29</u>
Contract Price with all approved Change Orders:
<u>\$10,425.29</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times:
Substantial Completion: <u>June 30, 2023</u>
Ready for final payment: <u>June 30, 2023</u> (days or dates)
Net change from previous Change Orders No. -0- to No. -0-:
Substantial Completion: <u>June 30, 2023</u>
Ready for final payment: <u>June 30, 2023</u> (days or dates)
Contract Times prior to this Change Order:
Substantial Completion: <u>June 30, 2023</u>
Ready for final payment: <u>June 30, 2023</u> (days or dates)
Net increase (decrease) this Change Order:
Substantial Completion: <u>-365-</u>
Ready for final payment: <u>-365-</u> (days)
Contract Times with all approved Change Orders:
Substantial Completion: <u>June 30, 2024</u>
Ready for final payment: <u>June 30, 2024</u> (days or dates)

RECOMMENDED:

By: Paul Collins
ENGINEER
(Authorized Signature)

APPROVED:

By: _____
OWNER
(Authorized Signature)

ACCEPTED:

By: Anthony McDougale
CONTRACTOR
(Authorized Signature)

Date: January 30, 2023

Date: _____

Date: 2-13-2023

COUNTY
PROJ. NO.
PROJ. LIMITS
DESIGN BY SULLIVAN ENGINEERING, INC.
ESTIMATE PREPARED BY: Paul Collins

CONSTRUCTION BID TABULATION
WILLIAMSON
22-008
2022-2023 PIPE REPAIR CONTRACT

CITY OF BRENTWOOD
ROADWAY REPAIRS AND IMPROVEMENTS
AUG 2009-2010
??/??/2022

1/30/2023

BID DATE
6/7/2022

Contract Award

Change Order #1 30-Jan-23

FOOTNOTES	ITEM NO.	ESTIMATED QUANTITIES ITEM DESCRIPTION	UNIT	QTY.		ProShot Concrete			Feb. 2023 CPI	6.50%		April 2011 CPI	20.00%
						UNIT PRICE	AMOUNT		2020-2021 UNIT PRICE	2020-2021 BUDGET AMOUNT		2021-2022 UNIT PRICE	2021-2022 BUDGET AMOUNT
		ROUND PIPE LINER											
	607-65.01	18-INCH ROUND PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1		\$254.00	\$254.00		\$270.51	\$270.51		\$324.61	\$324.61
	607-65.02	24-INCH ROUND PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1		\$264.00	\$264.00		\$281.16	\$281.16		\$337.39	\$337.39
	607-65.03	30-INCH ROUND PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1		\$312.00	\$312.00		\$332.28	\$332.28		\$398.74	\$398.74
	607-65.04	36-INCH ROUND PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1		\$340.00	\$340.00		\$362.10	\$362.10		\$434.52	\$434.52
	607-65.05	42-INCH ROUND PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1		\$260.00	\$260.00		\$276.90	\$276.90		\$332.28	\$332.28
	607-65.06	48-INCH ROUND PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1		\$300.00	\$300.00		\$319.50	\$319.50		\$383.40	\$383.40
	607-65.07	54-INCH ROUND PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1		\$335.00	\$335.00		\$356.78	\$356.78		\$428.13	\$428.13
	607-65.08	60-INCH ROUND PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1		\$340.00	\$340.00		\$362.10	\$362.10		\$434.52	\$434.52
	607-65.09	66-INCH ROUND PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1		\$360.00	\$360.00		\$383.40	\$383.40		\$460.08	\$460.08
	607-65.10	72-INCH ROUND PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1		\$370.00	\$370.00		\$394.05	\$394.05		\$472.86	\$472.86
	607-65.11	78-INCH ROUND PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1		\$380.00	\$380.00		\$404.70	\$404.70		\$485.64	\$485.64
	607-65.12	84-INCH ROUND PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1		\$420.00	\$420.00		\$447.30	\$447.30		\$536.76	\$536.76
	607-65.13	90-INCH ROUND PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1		\$480.00	\$480.00		\$511.20	\$511.20		\$613.44	\$613.44
	67—65.14	96-INCH ROUND PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1		\$500.00	\$500.00		\$532.50	\$532.50		\$639.00	\$639.00
		ARCH PIPE LINER											
	607-65.100	21" X 15" PIPE ARCH (18-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1		\$220.00	\$220.00		\$234.30	\$234.30		\$281.16	\$281.16
	607-65.101	28" X 20" PIPE ARCH (24-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1		\$230.00	\$230.00		\$244.95	\$244.95		\$293.94	\$293.94
	607-65.102	35" X 24" PIPE ARCH (30-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1		\$240.00	\$240.00		\$255.60	\$255.60		\$306.72	\$306.72
	607-65.103	42" X 31" PIPE ARCH (36-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1		\$200.00	\$200.00		\$213.00	\$213.00		\$255.60	\$255.60
	607-65.104	49" X 38" PIPE ARCH (42-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1		\$159.00	\$159.00		\$169.34	\$169.34		\$203.20	\$203.20
	607-65.105	53" X 41" PIPE ARCH (48-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1		\$160.00	\$160.00		\$170.40	\$170.40		\$204.48	\$204.48
	607-65.106	60" X 46" PIPE ARCH (54-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1		\$170.00	\$170.00		\$181.05	\$181.05		\$217.26	\$217.26
	607-65.107	66" X 51" PIPE ARCH (60-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1		\$190.00	\$190.00		\$202.35	\$202.35		\$242.82	\$242.82

FOOTNOTES	ITEM NO.	ESTIMATED QUANTITIES				ProShot Concrete		Feb. 2023 CPI 2020-2021 UNIT PRICE	6.50% 2020-2021 BUDGET AMOUNT		April 2011 CPI 2021-2022 UNIT PRICE	20.00% 2021-2022 BUDGET AMOUNT
		ITEM DESCRIPTION	UNIT	QTY.		UNIT PRICE	AMOUNT					
		ROUND PIPE LINER										
	607-65.108	73" X 55" PIPE ARCH (66-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1		\$200.00	\$200.00	\$213.00	\$213.00		\$255.60	\$255.60
	607-65.109	81" X 59" PIPE ARCH (72-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1		\$205.00	\$205.00	\$218.33	\$218.33		\$261.99	\$261.99
	607-65.110	87" X 63" PIPE ARCH (78-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1		\$225.00	\$225.00	\$239.63	\$239.63		\$287.55	\$287.55
	607-65.111	95" X 67" PIPE ARCH (84-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1		\$235.00	\$235.00	\$250.28	\$250.28		\$300.33	\$300.33
	607-65.112	103" X 71" PIPE ARCH (90-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1		\$260.00	\$260.00	\$276.90	\$276.90		\$332.28	\$332.28
	607-65.113	112" X 75" PIPE ARCH (96-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1		\$260.00	\$260.00	\$276.90	\$276.90		\$332.28	\$332.28
	607-65.114	117" X 79" PIPE ARCH (102-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1		\$270.00	\$270.00	\$287.55	\$287.55		\$345.06	\$345.06
	607-65.115	128" X 83" PIPE ARCH (108-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1		\$290.00	\$290.00	\$308.85	\$308.85		\$370.62	\$370.62
	607-65.116	137" X 87" PIPE ARCH (114-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1		\$315.00	\$315.00	\$335.48	\$335.48		\$402.57	\$402.57
	607-65.117	142" X 91" PIPE ARCH (120-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1		\$310.00	\$310.00	\$330.15	\$330.15		\$396.18	\$396.18
		MISCELLEANOUS ITEMS										
	200	PRESSURE GROUT VOIDS	S.Y.	1		\$40.00	\$40.00	\$42.60	\$42.60		\$51.12	\$51.12
	201	SEAL END AND WINGWALL, 2-INCH THICK 5,000 PSI MIX, INCLUDES COVERAGE WITH WIRE MESH	S.F.	1		\$50.00	\$50.00	\$53.25	\$53.25		\$63.90	\$63.90
	202	CLEAN ALL PIPES AND STRUCTURES (SOLID DEBRIS REMOVAL)	C.Y.	1		\$250.00	\$250.00	\$266.25	\$266.25		\$319.50	\$319.50
	203	ADDITIONAL 1-INCH THICK LINING (5,000 PSI MIX) THICKNESS W/WIRE MESH	S.F.	1		\$35.00	\$35.00	\$37.28	\$37.28		\$44.73	\$44.73
	204	ADDITIONAL 1-INCH THICK LINING (5,000 PSI MIX) THICKNESS W/#4 RE-BAR	S.F.	1		\$55.00	\$55.00	\$58.58	\$58.58		\$70.29	\$70.29
	205	MODIFICATION TO DELETE WIRE MESH AND REPLACE WITH #4 RE-BAR	S.F.	1		\$45.00	\$45.00	\$47.93	\$47.93		\$57.51	\$57.51
		TN DEPT OF TRANSPORTATION ITEMS										
	203-07	FURNISHING AND SPREADING TOPSOIL	CY	1		\$25.00	\$25.00	\$26.63	\$26.63		\$31.95	\$31.95
1 & 4	204-07	BEDDING MATERIAL (PIPE) CLASS B	CY	1		\$25.00	\$25.00	\$26.63	\$26.63		\$31.95	\$31.95
	615-04.10	NON-SHRINK GROUT	CF	1		\$60.00	\$60.00	\$63.90	\$63.90		\$76.68	\$76.68
	712-08.06	UNIFORMED POLICE OFFICER	HR	1		\$50.00	\$50.00	\$53.25	\$53.25		\$63.90	\$63.90
3 & 6	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.	1		\$50.00	\$50.00	\$53.25	\$53.25		\$63.90	\$63.90
	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 SHALL BE AT THE CONTRACTORS EXPENSE.)	L.F.	1		\$50.00	\$50.00	\$53.25	\$53.25		\$63.90	\$63.90
		TOTAL BASE BID					\$9,789.00		\$10,425.29			#REF!

		ESTIMATED QUANTITIES				ProShot Concrete		Feb. 2023 CPI	6.50%	April 2011 CPI	20.00%
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.		UNIT PRICE	AMOUNT	2020-2021 UNIT PRICE	2020-2021 BUDGET AMOUNT	2021-2022 UNIT PRICE	2021-2022 BUDGET AMOUNT
		ROUND PIPE LINER									
		BONDING COMPANY				Fidelity and Deposit Company of Maryland		Net Diff	\$636.28		

FOOTNOTES

- (1) BEDDING MATERIAL SHALL BE IN ACCORDANCE WITH TDOT STANDARD DRAWING D-PB-1 AND D-PB-2.
- (2) INCLUDES REMOVAL AND DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL GUIDELINES. NECESSARY PERMITS WIL BE OBTAINED BY THE CITY OF BRENTWOOD.
- (3) TO BE USED FOR ADDITIONAL PIPE BEDDING MATERIAL AS DIRECTED BY THE PUBLIC WORKS DIRECTOR OR AUTHORIZED REPRESENTATIVE.
- (4) AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT DURING THE LIFE OF THIS CONTRACT SHALL BE AT THE CONTRACTORS EXPENSE.)

GENERAL NOTES (ALL ITEMS)

- (1) WORKING HOURS WILL BE FROM 7:00 AM UNTIL DARK MONDAY THROUGH SATURDAY. NO WORK WILL BE ALLOWED ON SUNDAY UNLESS IT HAS BEEN CLASSIFIED AS AN EMERGENCY AND APPROVED BY THE DIRECTOR OF PUBLIC WORKS.
- (2) BONDS WILL BE REQUIRED AS NOTED IN THE CONTRACT DOCUMENTS. HOWEVER, BONDS WILL NOT BE REQUIRED FOR INDIVIDUAL WORK ORDERS ISSUED. A RETAINER WILL NOT BE WITHHELD FROM EACH WORK ORDER ISSUED.
- (3) UNIT PRICE BID FOR ALL ITEMS SHALL INCLUDE ALL MOBILIZATION AND LAYOUT FOR A COMPLETE SYSTEM. SPECIALTY PERMITS SUCH AS CORP OF ENGINEERS, TN DEPT OF ENV, & CONSERVATION, RAILROAD, ASBESTOS, ETC. SHALL BE OBTAINED BY THE CITY OF BRENTWOOD. PERMITS SUCH AS ELECTRICAL OR REVIEW FEES SHALL BE PAID BY THE CONTRACTOR AND REIMBURSED BY THE CITY OF BRENTWOOD.
- (4) MEASUREMENT AND PAYMENT OF QUANTITIES SHALL BE IN ACCORDANCE WITH THE STANDARD AND SUPPLEMENTAL SPECIFICATIONS OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION DATED: JANUARY 1, 2021 AND ADDITIONAL SPECIFICATIONS AND SPECIAL PROVISIONS CONTAINED IN THE CONSTRUCTION DOCUMENTS.
- (5) ALL ITEMS WITHIN THIS CONTRACT INCLUDE INSTALLATION OF NECESSARY TRAFFIC AND EROSION CONTROL IN THE UNIT PRICE BID, IN ACCORDANCE WITH FEDERAL, STATE AND CITY OF BRENTWOOD REQUIREMENTS. TEMPORARY LANE LINE AND SPECIALTY MARKINGS WILL NOT BE REQUIRED AND SHALL BE THE RESPONSIBILITY OF THE CITY OF BRENTWOOD.
- (6) TDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 104 SCOPE OF WORK, ARTICLE 104.02 CHANGES IN PLANS OR IN CHARACTER OF CONSTRUCTION, SUB-SECTION C AND 604.31 UNIT COST PRICE ADJUSTMENT, HAVE BEEN DELETED AND NOT APPLICABLE TO THIS CONTRACT.
- (7) BID SUBMITTED IS FOR THE COMPLETE LINING OF THE PIPE INTERIOR WALL. HOWEVER, FIELD INVESTOGATIONS MAY DICTATE THAT ONLY THE INVERT REQUIRES REMEDIATION WORK. AT THE TIME OF THE SITE VISIT IT WIL BE DETERMINED THE EXTENT OF PIPE LINING WITH THE CONTRACTOR PROVIDING AN ESTIMATED BUDGET COST PRIOR TO THE CITY AUTHORIZING OF WORK.

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF 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 others. 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 Users Guide (No. 1910-50). See also Guide to the Preparation of Supplementary Conditions (No. 1910-17, 1996 Edition).

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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 STIPULATED PRICE**

Article I.

THIS AGREEMENT is by and between **The City of Brentwood**, (hereinafter called OWNER) and **Proshot Concrete, Inc.**, (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

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

1. The contractor shall provide all labor, materials and equipment necessary for the **2022-2023 Pipe Repair Contract**, within the City of Brentwood.
2. This project is to be constructed under the Standard Specifications of the Tennessee Department of Transportation Dated: January 1, 2021 and additional specifications and special provisions contained in the construction documents.
3. The cost of this project shall be based on a unit price bid for various items required on each work order issued by the City.

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:

General Construction – 2022-2023 Pipe Repair Contract, in the City of Brentwood

Sullivan Engineering Project No. 22-008

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. The Roadway Work will be substantially complete as indicated in section 6.01; and 6.02 of the "BID FORM".

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 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 \$500.00 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 \$500.00 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. 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 paragraph 5.01.A below:

- A. 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 agreed upon estimated quantity of that item as indicated and attached hereto as an exhibit.
- B. 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.

CONSTRUCTION ESTIMATE

This project is to be constructed under the Standard and Supplemental Specifications of the Tennessee Department of Transportation Dated: January 1, 2015 and additional specifications and special provisions contained in the construction documents.

UNIT PRICE WORK

ESTIMATED QUANTITIES						
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL
		ROUND PIPE LINER				
	607-65.01	18-INCH ROUND PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1	\$254.00	\$254.00
	607-65.02	24-INCH ROUND PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1	\$264.00	\$264.00

ESTIMATED QUANTITIES						
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL
	607-65.03	30-INCH ROUND PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1	\$312.00	\$312.00
	607-65.04	36-INCH ROUND PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1	\$340.00	\$340.00
	607-65.05	42-INCH ROUND PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1	\$260.00	\$260.00
	607-65.06	48-INCH ROUND PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1	\$300.00	\$300.00
	607-65.07	54-INCH ROUND PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1	\$335.00	\$335.00
	607-65.08	60-INCH ROUND PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1	\$340.00	\$340.00
	607-65.09	66-INCH ROUND PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1	\$360.00	\$360.00
	607-65.10	72-INCH ROUND PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1	\$370.00	\$370.00
	607-65.11	78-INCH ROUND PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1	\$380.00	\$380.00
	607-65.12	84-INCH ROUND PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1	\$420.00	\$420.00
	607-65.13	90-INCH ROUND PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1	\$480.00	\$480.00
	67—65.14	96-INCH ROUND PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1	\$500.00	\$500.00
		ARCH PIPE LINER				
	607-65.100	21" X 15" PIPE ARCH (18-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1	\$220.00	\$220.00
	607-65.101	28" X 20" PIPE ARCH (24-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1	\$230.00	\$230.00
	607-65.102	35" X 24" PIPE ARCH (30-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1	\$240.00	\$240.00
	607-65.103	42" X 31" PIPE ARCH (36-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1	\$200.00	\$200.00

ESTIMATED QUANTITIES						
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL
	607-65.104	49" X 38" PIPE ARCH (42-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1	\$159.00	\$159.00
	607-65.105	53" X 41" PIPE ARCH (48-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1	\$160.00	\$160.00
	607-65.106	60" X 46" PIPE ARCH (54-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1	\$170.00	\$170.00
	607-65.107	66" X 51" PIPE ARCH (60-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1	\$190.00	\$190.00
	607-65.108	73" X 55" PIPE ARCH (66-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1	\$200.00	\$200.00
	607-65.109	81" X 59" PIPE ARCH (72-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1	\$205.00	\$205.00
	607-65.110	87" X 63" PIPE ARCH (78-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1	\$225.00	\$225.00
	607-65.111	95" X 67" PIPE ARCH (84-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1	\$235.00	\$235.00
	607-65.112	103" X 71" PIPE ARCH (90-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1	\$260.00	\$260.00
	607-65.113	112" X 75" PIPE ARCH (96-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1	\$260.00	\$260.00
	607-65.114	117" X 79" PIPE ARCH (102-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1	\$270.00	\$270.00
	607-65.115	128" X 83" PIPE ARCH (108-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1	\$290.00	\$290.00
	607-65.116	137" X 87" PIPE ARCH (114-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1	\$315.00	\$315.00

ESTIMATED QUANTITIES						
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL
	607-65.117	142" X 91" PIPE ARCH (120-INCH ROUND EQUILEVANT) PIPE LINER 5,000 PSI, 2-INCH THICK INCLUDES WIRE MESH REINFORCEMENT	L.F.	1	\$310.00	\$310.00
		MISCELLEANOUS ITEMS				
	200	PRESSURE GROUT VOIDS	S.Y.	1	\$40.00	\$40.00
	201	SEAL END AND WINGWALL, 2-INCH THICK 5,000 PSI MIX, INCLUDES COVERAGE WITH WIRE MESH	S.F.	1	\$50.00	\$50.00
	202	CLEAN ALL PIPES AND STRUCTURES (SOLID DEBRIS REMOVAL)	C.Y.	1	\$250.00	\$250.00
	203	ADDITIONAL 1-INCH THICK LINING (5,000 PSI MIX) THICKNESS W/WIRE MESH	S.F.	1	\$35.00	\$35.00
	204	ADDITIONAL 1-INCH THICK LINING (5,000 PSI MIX) THICKNESS W/#4 RE-BAR	S.F.	1	\$55.00	\$55.00
	205	MODIFICATION TO DELETE WIRE MESH AND REPLACE WITH #4 RE-BAR	S.F.	1	\$45.00	\$45.00
		TN DEPT OF TRANSPORTATION ITEMS				
	203-07	FURNISHING AND SPREADING TOPSOIL	CY	1	\$25.00	\$25.00
1 & 4	204-07	BEDDING MATERIAL (PIPE) CLASS B	CY	1	\$25.00	\$25.00
	615-04.10	NON-SHRINK GROUT	CF	1	\$60.00	\$60.00
	712-08.06	UNIFORMED POLICE OFFICER	HR	1	\$50.00	\$50.00
3 & 6	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.	1	\$50.00	\$50.00
	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 SHALL BE AT THE CONTRACTORS EXPENSE.)	L.F.	1	\$50.00	\$50.00
TOTAL BASE BID						\$9,789.00

FOOTNOTES

- (1) BEDDING MATERIAL SHALL BE IN ACCORDANCE WITH TDOT STANDARD DRAWING D-PB-1 AND D-PB-2.
- (2) INCLUDES REMOVAL AND DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL GUIDELINES. NECESSARY PERMITS WIL BE OBTAINED BY THE CITY OF BRENTWOOD.
- (3) TO BE USED FOR ADDITIONAL PIPE BEDDING MATERIAL AS DIRECTED BY THE PUBLIC WORKS DIRECTOR OR AUTHORIZED REPRESENTATIVE.
- (4) AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT DURING THE LIFE OF THIS CONTRACT SHALL BE AT THE CONTRACTORS EXPENSE.)

GENERAL NOTES (ALL ITEMS)

(1) WORKING HOURS WILL BE FROM 7:00 AM UNTIL DARK MONDAY THROUGH SATURDAY. NO WORK WILL BE ALLOWED ON SUNDAY UNLESS IT HAS BEEN CLASSIFIED AS AN EMERGENCY AND APPROVED BY THE DIRECTOR OF PUBLIC WORKS.

(2) BONDS WILL BE REQUIRED AS NOTED IN THE CONTRACT DOCUMENTS. HOWEVER, BONDS WILL NOT BE REQUIRED FOR INDIVIDUAL WORK ORDERS ISSUED. A RETAINER WILL NOT BE WITHHELD FROM EACH WORK ORDER ISSUED.

(3) UNIT PRICE BID FOR ALL ITEMS SHALL INCLUDE ALL MOBILIZATION AND LAYOUT FOR A COMPLETE SYSTEM. SPECIALTY PERMITS SUCH AS CORP OF ENGINEERS, TN DEPT OF ENV, & CONSERVATION, RAILROAD, ASBESTOS, ETC. SHALL BE OBTAINED BY THE CITY OF BRENTWOOD. PERMITS SUCH AS ELECTRICAL OR REVIEW FEES SHALL BE PAID BY THE CONTRACTOR AND REIMBURSED BY THE CITY OF BRENTWOOD.

(4) MEASUREMENT AND PAYMENT OF QUANTITIES SHALL BE IN ACCORDANCE WITH THE STANDARD AND SUPPLEMENTAL SPECIFICATIONS OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION DATED: JANUARY 1, 2021 AND ADDITIONAL SPECIFICATIONS AND SPECIAL PROVISIONS CONTAINED IN THE CONSTRUCTION DOCUMENTS.

(5) ALL ITEMS WITHIN THIS CONTRACT INCLUDE INSTALLATION OF NECESSARY TRAFFIC AND EROSION CONTROL IN THE UNIT PRICE BID, IN ACCORDANCE WITH FEDERAL, STATE AND CITY OF BRENTWOOD REQUIREMENTS. TEMPORARY LANE LINE AND SPECIALTY MARKINGS WILL NOT BE REQUIRED AND SHALL BE THE RESPONSIBILITY OF THE CITY OF BRENTWOOD.

(6) TDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 104 SCOPE OF WORK, ARTICLE 104.02 CHANGES IN PLANS OR IN CHARACTER OF CONSTRUCTION, SUB-SECTION C AND 604.31 UNIT COST PRICE ADJUSTMENT, HAVE BEEN DELETED AND NOT APPLICABLE TO THIS CONTRACT.

(7) BID SUBMITTED IS FOR THE COMPLETE LINING OF THE PIPE INTERIOR WALL. HOWEVER, FIELD INVESTIGATIONS MAY DICTATE THAT ONLY THE INVERT REQUIRES REMEDIATION WORK. AT THE TIME OF THE SITE VISIT IT WILL BE DETERMINED THE EXTENT OF PIPE LINING WITH THE CONTRACTOR PROVIDING AN ESTIMATED BUDGET COST PRIOR TO THE CITY AUTHORIZING OF WORK.

TOTAL OF ALL UNIT PRICES:

Nine Thousand Seven Hundred Eighty Nine Dollars and 00/100 Cents

(WORDS)

\$9,789.00

(DOLLARS)

(figure)

ARTICLE 6 – N/A

ARTICLE 7 – N/A

ARTICLE 8 – N/A

ARTICLE 9 – N/A

ARTICLE 10 - PAYMENT PROCEDURES

10.01 *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 indicate the amount of the CONTRACTOR's fee then payable. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

10.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER on or about the 25th day of each month during construction as provided in paragraphs 10.02.A.1 and 10.02.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. *For Cost of Work:* Progress payments on account of the Cost of the Work will be made:

a. 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:

(1) 100% Cost of Work completed (with the balance being retainage). If the Work has been 50% 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

(2) 100% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

b. Upon Substantial Completion of each work order, 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.

10.03 *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 11 - INTEREST

- 11.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of prime plus 1% per annum.

ARTICLE 12 - CONTRACTOR'S REPRESENTATIONS

12.01 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 13 - ACCOUNTING RECORDS

13.01 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 14 - CONTRACT DOCUMENTS

14.01 *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. General Conditions (pages 1 to 43, inclusive).
6. Supplementary Conditions (pages 1 to 6, inclusive).
 - a. Exhibit 1 "Indemnification Agreement" (pages 1 to 7, inclusive).
 - b. Drug-Free Workplace: Contractor's Affidavit. (pages 1 to 3, inclusive).
 - c. Equal Opportunity "Title VI Policy Statements " (pages 1 to 1, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Addenda (numbers -0- to -0-, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Award (pages -0- to -5-, inclusive);
 - b. CONTRACTOR's Bid (pages -1- to -47-, inclusive);
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award in accordance with "INSTRUCTIONS TO BIDDERS";
 - d. Certificate of Insurance
 - e. Notice to Proceed (pages -1- to -1- inclusive)
 - f. Contractor's Bid Package.

11. 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);

d. Proposal Request.

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 15 - MISCELLANEOUS

15.01 Terms

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

15.02 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.

15.03 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.

15.04 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 June 27, 2022 (which is the Effective Date of the Agreement).

OWNER: City of Brentwood

By: Rene E. Little, III DS
DocuSigned by:
CFC5F12623050427
DocuSigned by: [CORPORATE SEAL]
 Attest: Haley E. Little
D34408386C664D0...

Address for giving notices:

5211 Maryland way

Brentwood, TN 37027

(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: Todd Hoppenstedt

Title: Public works Director

Address: 5211 Maryland way

Brentwood, TN 37027

Phone: 615-371-0060

Facsimile: 615-371-2215

CONTRACTOR: Pro Shot Concrete, Inc

By: Anthony McDougale
DocuSigned by:
CFC5F12623050427
DocuSigned by: [CORPORATE SEAL]
 Attest: Connie D. B. Office Manager

Address for giving notices:

4158 Musgrove Drive

Florence, AL 35630

License No. 58959

(Where applicable)

Agent for service of process: Corporation Service Company

2908 Poston Avenue Nashville, TN 37203

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

Designated Representative:

Name: Anthony McDougale

Title: President

Address: 4158 Musgrove Drive

Florence, AL 35630

Phone: 256-764-5941

256-764-5946

Facsimile: _____

Brentwood City Commission Agenda

Meeting Date: 02/27/2023

Res 2023-30 - Approval of Agreement with Southeastern Tank, Inc. for Tank Rehabilitation Project

Submitted by: Chris Milton, Water & Sewer

Department: Water & Sewer

Information

Subject

Resolution 2023-30 - Approval of Agreement with Southeastern Tank, Inc. for Tank Rehabilitation Project

Background

The Water Services Department's Capital Improvements Program includes funding related to the rehabilitation of three potable water glass-lined steel storage tanks. The three tanks are the only three remaining tanks made of the glass-lined steel construction used predominantly in smaller storage tanks (under a million gallons of storage) constructed in or around the late 1980s. For the City's larger tanks ranging in size from 2 to 3 million gallons, pre-stressed concrete is the method of construction.

Rehabilitation was considered as an alternate to total teardown and replacement of the water tanks because of the cost benefit of rehabilitation. The estimated construction cost to replace a tank in the 100,000 to 200,000 gallon size class is \$375,000. New construction would provide about a 30-year service life. Rehabilitation cost was estimated to be in the neighborhood of \$60,000 and provide an estimated average 25-year service life. Therefore, staff along with its consulting engineer, felt comfortable that rehabilitation was the best option for the City.

For the current fiscal year, one tank (Willowick) rehab was planned and budgeted to take place. With the two other water tanks, Raintree and Robert E. Lee, to be funded in FY2024. However, after much discussion with several contractors, it was determined that there could be some cost savings realized by including all three tanks in one project and awarding a contract with this larger scope. Based on this, staff authorized the project engineer to move forward in preparing the construction documents to include rehabilitation of the three tanks in the project scope.

On January 24, 2023, bids were received by the City and publicly opened for this work. The contractor's work generally includes draining each tank and installing temporary system pumping to maintain system hydraulics; cleaning and repairing any/all interior and exterior panel corrosion or other tank wall and identified structure damage; and providing interior wall coatings as needed to restore the integrity of tank wall structure. Two responsive bids were received by the City with the low bidder, Southeastern Tank, Inc. submitting the low bid of \$339,640. The high bid submitted for \$665,000 was turned in by KY Glass Lined Tank Systems.

In evaluating the two bids, the required temporary bypass pumping item included in each

submitted bid appeared significantly higher than anticipated. The project engineer reached out to the two bidders and determined each prepared their bid misinterpreting the specified setup required for the project. Both contractors based their bid with the understanding three separate pumping installations were required, one at each of the three tank sites but installed simultaneously. However, the required installation specification is for each site to be provided temporary pumping successively, not simultaneously. Therefore, staff believes there is an opportunity to further reduce the final contract amount via a change order to reduce the temporary pumping cost.

At this time, we are recommending an award to the low bidder or Southeastern Tank, Inc. in the amount of \$339,640 as bid. However, as referenced above, we anticipate initiating a change order to significantly reduce the final cost of the project based on the clarification for pumping installation.

Should you have any questions, please contact Chris Milton.

Staff Recommendation

Staff recommends approval.

Fiscal Impact

Amount : \$339,640.00

Source of Funds: Water & Sewer

Account Number: 412-16700-8058

Fiscal Impact:

Attachments

Resolution 2023-30

COB Contract # 2023-028

Submitted Bids

Location Map

RESOLUTION 2023-30

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND SOUTHEASTERN TANK, INC. FOR TANK REHABILITATION PROJECT, 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 Southeastern Tank, Inc. for tank rehabilitation project, 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: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn

SECTION 00520

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between _____ City of Brentwood, TN _____ (“Owner”) and
_____ Southeastern Tank, Inc. _____ (“Contractor”).

Owner and Contractor hereby 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:

The project consists of corrosion repairs and other miscellaneous repairs to three (3) of the City’s Water Storage Tanks. The water storage tanks included in this project are:

Raintree Tank – 105,000 gallons – Entrance south of 9440 Foothills Dr., Brentwood, TN 37027

Robert E. Lee Tank – 246,000 gallons – Entrance at 1313 Robert E. Lee Ln., Brentwood, TN 37027

Willowick Tank – 183,000 gallons – Entrance beside 1528 High Oaks Ct., Brentwood, TN 37027

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

City of Brentwood, Tennessee Water Services Department
Bolted Steel Water Tank Rehabilitation
Brentwood, Tennessee

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Smith Seckman Reid, Inc.
- 3.02 The Owner has retained Smith Seckman Reid, Inc. (“Engineer”) 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 *Contract Times: Days*

- A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. 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):
1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$ 339,640.00.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions and as outlined in Section 01200 of these Specifications. 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 27th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in 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 elsewhere in the Contract.

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 Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06, but in no instance shall final payment of any undisputed amount be held for a period exceeding ninety (90) days after the certificate of substantial completion is issued.

6.04 *Escrow Account*

- A. If the Contract is \$500,000 or more, and funds are retained, all funds retained shall be deposited in an escrow account established upon withholding any retainage and handled in accordance with Tennessee Code Annotated (TCA) § 66-34-104. When the major portion of the Work is substantially completed or otherwise accepted, and there exists no other reason to withhold retainage, the retained percentages held in connection with such portion shall be released from escrow and paid to Contractor, withholding only that amount necessary to assure final completion.
- B. Owner must provide notice with each and every pay application that the Owner has complied with the requirements of Tennessee Code Annotated (TCA) § 66-34-104 with respect to escrow retainage.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the prevailing interest rate.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, 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 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 adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no 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.
- 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 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.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Other bonds.
 - a. (pages to , inclusive).

5. General Conditions (pages 1 to 65, inclusive).
6. Supplementary Conditions (pages 1 to 7, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Addenda (numbers to , inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 11, inclusive).
 - b. Indemnification Agreement (pages 1 to 1, inclusive).
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.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 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, 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, money that may become due and money that is 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.

10.03 Successors and Assigns

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

10.04 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.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Brentwood, TN

Southeastern Tank, Inc.

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

5211 Maryland Way

60 Vesta Road

Brentwood, TN 37027

Lebanon, TN, 37090

License No.: 22679

(where applicable)

(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 this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

SECTION 00400

BID FORM

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is to be submitted through the City's e-Procurement Portal located at <https://procurenw.com/portal/brentwoodtn>, in accordance with the timeframe in Section 00100 – Advertisement for Bids.

Owner: *City of Brentwood*
 5211 Maryland Way
 Brentwood, TN 37027

Project Title: *Bolted Steel Water Tank Rehabilitation*

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>#1</u>	<u>1/20/2023</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the

Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder 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 Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at

artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Bid Form		
Bolted Steel Water Tank Rehabilitation		
Schedule A – Lump Sum Bid Items		
Item No.	Description	Bid Price
1	Tank Rehabilitation – Raintree Tank	\$48,000.00
2	Temporary Pumping – Raintree Tank	\$41,270.00
4	Tank Rehabilitation – Robert E. Lee Tank	\$48,500.00
5	Temporary Pumping – Robert E. Lee Tank	\$41,270.00
7	Tank Rehabilitation – Willowick Tank	\$64,330.00
8	Temporary Pumping – Willowick Tank	\$41,270.00
Schedule B – Allowance Bid Items		
Item No.	Description	Bid Price
9	Contingency Allowance for Full Bolted Steel Panel Replacement	\$30,000.00
10	Miscellaneous Contingency Allowance	\$25,000.00
TOTAL SCHEDULE (A + B) BID ITEMS		\$339,640.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Schedule (A + B) = Total Bid Price	\$ 339,640.00
--	----------------------

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required 5% Bid security;
 - B. Drug Free Workplace Affidavit;
 - C. Non-Collusion Affidavit of Prime Bidder;
 - D. Statement of License Certificate.
 - E. Iran Divestment Act Requirements
 - F. Non-Boycott of Israel Requirements
 - G. Statement of Compliance Certificate Illegal Immigrants

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Southeastern Tank, Inc.

By:

[Signature]




[Printed name]

Dustin S. Dowdy, President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Shelly A. Farmer

Title:

Secretary

Submittal Date:

1/24/2023

Address for giving notices:

60 Vesta Road Lebanon, TN 37090

Telephone Number:

(615) 466-5220

Fax Number:

(615) 466-5222

Contact Name and e-mail address:

dustin@setank.com

Bidder's License No.:

00022679

(where applicable)

NOTE TO USER: *Use in those states or other jurisdictions where applicable or required.*

SECTION 00400**BID FORM****ARTICLE 1 – BID RECIPIENT**

- 1.01 This Bid is to be submitted through the City's e-Procurement Portal located at <https://procurenw.com/portal/brentwoodtn>, in accordance with the timeframe in Section 00100 – Advertisement for Bids.

Owner: **City of Brentwood**
 5211 Maryland Way
 Brentwood, TN 37027

Project Title: **Bolted Steel Water Tank Rehabilitation**

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
1	1-20-23
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the

Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder 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 Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at

artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Bid Form		
Bolted Steel Water Tank Rehabilitation		
Schedule A – Lump Sum Bid Items		
Item No.	Description	Bid Price
1	Tank Rehabilitation – Raintree Tank	\$51,000
2	Temporary Pumping – Raintree Tank	\$45,000
4	Tank Rehabilitation – Robert E. Lee Tank	\$51,000
5	Temporary Pumping – Robert E. Lee Tank	\$45,000
7	Tank Rehabilitation – Willowick Tank	\$68,000
8	Temporary Pumping – Willowick Tank	\$45,000
Schedule B – Allowance Bid Items		
Item No.	Description	Bid Price
9	Contingency Allowance for Full Bolted Steel Panel Replacement	\$30,000.00
10	Miscellaneous Contingency Allowance	\$25,000.00
TOTAL SCHEDULE (A + B) BID ITEMS		\$665,000

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Schedule (A + B) = Total Bid Price
thousand dollars and no cents

\$ Six hundred sixty five

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required 5% Bid security;
 - B. Drug Free Workplace Affidavit;
 - C. Non-Collusion Affidavit of Prime Bidder;
 - D. Statement of License Certificate.
 - E. Iran Divestment Act Requirements
 - F. Non-Boycott of Israel Requirements
 - G. Statement of Compliance Certificate Illegal Immigrants

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Kentucky Glass Lined Tank Systems, Inc

By:

[Signature]

Barry Tippey

[Printed name]

Barry Tippey, President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Barb Tippey

[Printed name]

Barb Tippey

Title:

Secretary / Treasurer

Submittal Date:

January 24, 2023

Address for giving notices:

PO Box 13370

Lexington, KY 40583

Telephone Number:

859-253-3544

Fax Number:

859-259-0559

Contact Name and e-mail address:

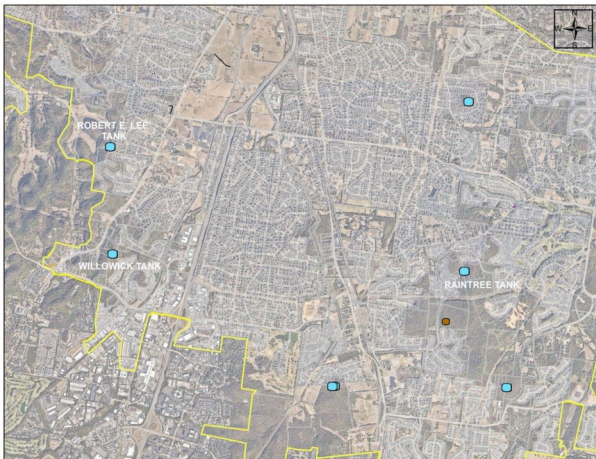
Kristin Weatherford

kristin@kyltanks.com

Bidder's License No.:

(where applicable)

NOTE TO USER: *Use in those states or other jurisdictions where applicable or required.*



Brentwood City Commission Agenda

Meeting Date: 02/27/2023

Resolution 2023-33 - Agreement with Pavement Technologies, Inc. for Use of Reclamite Asphalt Rejuvenation Slurry on a Trial Basis

Submitted by: Todd Hoppenstedt, Public Works

Department: Public Works

Information

Subject

Resolution 2023-33 - Agreement with Pavement Technologies, Inc. for Use of Reclamite Asphalt Rejuvenation Slurry on a Trial Basis

Background

The Public Works Department publicly opened bids for an on-call use of Reclamite Asphalt Rejuvenation slurry on Thursday, January 19th. Pavement Technology, Inc. of Cleveland, Ohio was the only bidder.

The City of Brentwood has not historically performed any asphalt rejuvenation projects. Studies show that the useful life of an asphalt road can be extended by 5 to 10 additional years through the use of asphalt rejuvenation products. Reclamite is one such product that has proven results not only locally but throughout the country.

Asphalt is typically made from approximately 94% aggregate and 6% bitumen emulsion petroleum products called maltenes. The production of hot asphalt can cause as much as 25-40% of the emulsion to be cooked off before the asphalt is even laid. The loss of emulsion can cause asphalt to begin deteriorating immediately after it is finished. In addition, UV light exposure and water are other common deterioration elements. The use of Reclamite Rejuvenation Slurry can restore much of the lost maltene-based emulsion and help seal the porosity of the roadway preventing water penetration and UV light deterioration, while restoring the pavement flexibility. It acts essentially like sunscreen.

Although this is Brentwood's first experience using Reclamite or any asphalt rejuvenator, staff is comfortable contracting with Pavement Technology, Inc. because of the local reputation they have fostered with communities like Franklin, Forest Hills, Hendersonville, Mt. Juliet, and Columbia. It is apparent that their team understands how important this project can be in regard to resident satisfaction. Pavement Technology is a full service company handling everything from resident notification, to product application, to clean-up of the aggregate material used to suppress product tracking.

As part of this trial use, we will be looking to rejuvenate select streets that have been resurfaced in the past 3 years.

Staff Recommendation

Staff recommends award of a Reclamite application contract with Pavement Technology for up to 60,000 square yards of pavement at \$1.15-\$1.20/yard depending on quantity.

Fiscal Impact

Amount : \$72,000

Source of Funds: General Fund

Account Number: 110-43120-82640

Fiscal Impact:

Approval is sought for up to \$72,000 as a not-to-exceed amount for use on Reclamite application.

Attachments

Resolution 2023-33

COB Contract 2023-21

Exhibit A - Invitation to Bid

Exhibit B - Submittal

RESOLUTION 2023-33

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND PAVEMENT TECHNOLOGIES, INC. FOR ASPHALT REJUVENATION, 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 Pavement Technologies, Inc. for asphalt rejuvenation, 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: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn



Asphalt Rejuvenation

I. OVERVIEW

A. *CONTRACT AND NUMBER*

Contract for Asphalt Rejuvenation

COB Contract No. 2023-021

B. *GENERAL INFORMATION*

THIS CONTRACT is hereby entered into this _____ day of _____, 20____, by and between the CITY OF BRENTWOOD, TENNESSEE, a municipal corporation, hereinafter called the "City" and Pavement Technology, Inc., hereinafter called "Contractor".

C. *SCOPE AND COST OF THIS CONTRACT*

The Contractor shall be responsible for resident notification, application of Reclamite covering up to 60,000/SY of pavement, with proper cleanup and all necessary labor to execute in accordance with and in full compliance with the Scope of Work attached hereto as Exhibit A. The work to be done consists of furnishing all labor, materials, supplies, tools and equipment necessary to perform all work and services described in the Contract Documents. Such work shall be performed at a not-to-exceed cost of \$69,000.00.

D. *CONTRACT DOCUMENTS*

Wherever in this Contract the term "Contract Documents" is used, it shall refer to this Contract, the Invitation to Bid issued by the City, (the "Solicitation," attached as Exhibit A), and the Contractor's Proposal submitted to the City in response to the Solicitation (attached as Exhibit B), all of which are incorporated as if fully set forth herein. In the event of a conflict among any of the Contract Documents, the order of precedence shall be as follows: a) this Contract; b) the Solicitation; c) Contractor's Proposal.

E. *CITY'S REPRESENTATIVE*

Wherever in this Contract the term "City's Representative" is used, it shall mean the person designated by the City to represent the City in overseeing the completion of the work to be done under this Contract.

F. *CONTRACTOR'S UNDERSTANDING*

It is understood and agreed that the Contractor has, by its examination, satisfied itself as to the nature and location of the work; the equipment and facilities needed to complete the work; and the general and special conditions, and all other matters which might in any way affect the work under this Contract. No verbal agreement or conversation with any officer, representative, agent or employee of the City, either before or after the execution of this Contract, may affect or modify any of the terms or obligations herein contained.

G. PERMITS

Any and all permits necessary for the execution of the work shall be secured by the contractor; fees will be waived for permits issued by the City of Brentwood.

II. INSURANCE REQUIREMENTS

H. INSURANCE REQUIREMENTS - STANDARD

Contractor shall comply with the laws of the State of Tennessee regarding employment and payment of employees, and shall maintain insurance satisfactory to the City to protect both itself and the City from claims under workers compensation acts and from any other demands for personal injury, deaths or property damage which may arise from operations under this Contract, whether such operations be by Contractor or any subcontractor or anyone directly or indirectly employed by either of them. Certificates of such insurance, naming the City as an additional insured, shall be filed with the City Attorney and shall be subject to his approval for adequacy of protection. The minimum amounts of such insurance shall be as follows:

Bodily Injury \$1,000,000 each occurrence

Property Damage \$500,000 each occurrence

Contractor may purchase at its own expense such additional or other insurance protection as it may deem necessary. Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered by the above required policies. Contractor acknowledges that the City is not liable for the safety, security or condition of the Contractor's equipment or materials.

III. TERMS

I. PROTECTION

Whenever the conditions, laws, ordinances or regulations require, Contractor shall furnish and maintain, at its own expense and cost, guard fences, barriers, cones and such additional measures of protection as may be required to provide safe conditions at all times. The contractor is also responsible for moving, protecting, covering or otherwise protecting city equipment, facilities and/or furnishings in and around the areas where work will be performed by the contractor. This includes areas used for access to the work locations.

J. CONSENT TO TRANSFER

Contractor shall not assign or transfer this Contract or any part thereof without consent of the City, given in writing. Such consent does not release or relieve Contractor from any of its obligations and liabilities under this Contract.

K. RIGHTS OF VARIOUS INTERESTS

Wherever work being done by the City's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City's Representative to secure the completion of the various portions of the work in general harmony.

L. SITE SUPERVISION

Contractor shall constantly supervise all the work contemplated by this Contract in person or by a duly authorized representative acceptable to the City.

M. CORRECTIONS TO CONTRACT DOCUMENTS

Contractor shall review the contract documents and in the event that errors, omissions or inaccuracies are detected herein, shall immediately advise City's Representative. The City's Representative may provide corrected or supplemental information as may be needed to allow for completion of the work in accordance with the City's intentions.

N. INSPECTIONS

All work done by Contractor shall be open to the inspection, acceptance and rejection of City's Representative at all times. Contractor shall provide reasonable and necessary opportunities for inspection of the work. Work shall not proceed until Contractor has made timely demand upon City's Representative for, and has received from such Representative, such instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such instructions.

O. DEFECTIVE WORK OR MATERIALS

The inspection of the work shall not relieve Contractor of any of its obligations to fulfill this Contract as prescribed herein and elsewhere in the Contract Documents. Any defective work may be rejected and shall be made good, notwithstanding that such work has been previously overlooked by the City's Representative and accepted. If the work or any part thereof shall be found defective, Contractor shall forthwith make good such defect, without compensation, in a manner satisfactory to the City's Representative. If Contractor shall fail to remedy such defective work after reasonable notice, the City's Representative may cause such defective work to be remedied by the City or other persons, and the expense therefore shall be paid by Contractor or may, at the City's option, be deducted from any remaining amount due to Contractor.

P. INDEMNITY

Contractor shall indemnify, protect and save harmless the City, its Representative, and their officers, agents and employees from all suits or claims of every type or description brought due to real or alleged loss, injuries or damages to persons or property received or sustained by any person or persons, in or on account of work done under this Contract or extensions of or additions thereto, whether caused by negligence or not, or by or on account of any improper materials used in completing the work, or by or on account of any accident or of any acts of omission of Contractor, its servants or agents; and Contractor further agrees that so much of the money due to it under this Contract as shall be considered necessary by the City, may be retained until all such suits or

claims for damages aforesaid have been settled, and evidence to that effect has been furnished to the satisfaction of the City.

Q. RISK

Contractor shall take all responsibility for the work and shall bear all losses resulting to it on account of the amount and character of the work, or because the nature of the property in or upon which the work is done is different from what is assumed or what is expected, or on account of the weather, floods, or other causes until acceptance by the City's Representative.

R. ORDER AND DISCIPLINE

Contractor shall at all times enforce strict discipline and good order among its employees, and any superintendent, foreman or other employee of the Contractor who shall appear to be incompetent, disorderly, or in any way disqualified or unfaithful to the work entrusted to it, or who the City's Representative may consider prejudicial to the prosecution of the work, shall be discharged immediately upon the request of the City's Representative and shall not again be employed on the work without the City's written consent.

S. COMPLETION OF WORK

On completion of the work, or any part thereof, all packaging, surplus material and/or debris resulting from construction, demolition or removal, etc., are to be removed and the site of the work left in a neat and orderly condition subject to the approval of City's Representative. Contractor shall provide the City's Representative with proof of proper disposal of any hazardous wastes in compliance with applicable environmental laws and regulations. The work will not be accepted or the Contract considered complete until all work described in the Contract Documents has been finalized.

T. AUTHORITY OF CITY'S REPRESENTATIVE

The City's Representative shall have the authority to reject or condemn all work, materials or installation methods which do not conform to this Contract; to direct application of forces to any portion of the work which, in his judgment, requires it; and to decide questions which arise between the parties relative to the execution of the work.

U. SUSPENSION OF WORK

At the City's Representative's discretion, he/she may require Contractor to suspend operations on the work due to severe weather conditions or other unforeseen conditions. Contractor shall on not less than ten days notice again resume the work if ordered to do so by the City's Representative. Shall such a suspension be deemed necessary by the City, Contractor shall have no claim for damage due to such suspension.

V. EXPEDITING WORK

- A. Correcting imperfections: If the City's Representative shall at any time be of the opinion that Contractor is neglecting to remedy any imperfection in the work, or is not progressing with the work as fast as

necessary to insure its completion within the time and as required by the Contract, or is otherwise violating any of the provisions of this Contract, said Representative shall have the power to notify Contractor to remedy such imperfections and/or proceed more rapidly with said work, or otherwise comply with the provisions of this Contract.

- B. Annulment: In such case the City may give Contractor 48 hours written notice, and at the end of that time, if the Contractor continues to neglect the work, the City may provide labor and materials and deduct the cost from any money due Contractor under this Contract; and may terminate the employment of Contractor under this Contract and take possession of the premises and of all materials, tools and appliances thereon, and employ such forces as may be necessary to finish the work. In such case the Contractor shall receive no further payment until the work shall be finished, when, if the unpaid balance that would be due under this Contract exceeds the cost to the City of finishing the work, such excess shall be paid to Contractor, but if such cost exceeds such unpaid balance, Contractor shall receive no further payment.

W. ACCEPTANCE

The work shall be inspected for acceptance by the City's Representative within five days upon notification by Contractor that the work is ready for such inspection.

X. PAYMENT TO CONTRACTOR

Upon execution of this Contract by the Contractor and the City, the City shall pay the Contractor in full for all completed and inspected work, once invoiced. Upon the completion of all work required hereunder and acceptance of the work by the City's Representative, Contractor shall submit its invoice for the remaining balance of the cost. The final invoice shall also be accompanied by satisfactory evidence that all liens, claims and demands of Contractor's employees and other parties providing labor or material used in the work have been duly satisfied, and that the material furnished and the work done are fully released from all such liens, claims and demands. After authorization by the City's Representative, the City shall pay Contractor the remaining amount due under this Contract.

Y. TIME ALLOWED FOR COMPLETION

Contractor shall be responsible to the City for the proper fulfillment of all terms of this Contract. Contractor shall complete all work contemplated by the Contract Documents by the date specified in Contractor's proposal, provided that the time allowed for completion shall be extended by any time the work is suspended by the City's Representative pursuant to Section 13 herein for reasons which are not the fault of Contractor. The Contractor shall be assessed \$250.00 per day as liquidated damages for each day beyond the time allowed for completion that the work is incomplete, as determined by the City's Representative. Such liquidated damages may be deducted from the amount paid by the City to Contractor for its work.

Z. COMPLIANCE WITH THE LAW

Contractor shall comply with all federal, state, county and local laws, ordinances, statutes and regulations. This includes, but is not limited to, the provision of the Davis-Bacon Act, Copeland Act and the Buy American provisions of the American Recovery and Reinvestment Act of 2009.

AA. ANTIDISCRIMINATION

Contractor, in performing the work covered by this Contract, shall not discriminate against any person seeking employment with or by Contractor because of race, color, religion, national origin, age or sex.

BB. TERMINATION OF CONTRACT FOR CAUSE

If, though any cause, Contractor shall fail to fulfill in a timely and proper manner the obligations under the Contract Documents, or if Contractor shall violate any of the covenants, agreements, or stipulations of the Contract Documents, the City shall thereupon have the right to terminate this Contract by giving written notice to Contractor of such termination and specify the effective date thereof. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall, at the option of the City, become the City's property and Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

CC. GOVERNING LAW

Notwithstanding any other terms to the contrary in this Contract or in any documents made a part of this Contract, the parties agree that any dispute or default arising from this Contract shall be governed by the laws of the State of Tennessee, and each party agrees to submit to the jurisdiction and venue of the courts of Williamson County, Tennessee, or the federal district court of the Middle District of Tennessee.

DD. DISPOSAL OF WASTE AND CLEANUP

The contractor is responsible for proper disposal of all packaging, excess materials and waste generated during the course of performing work under this contract. The contractor shall provide the City's Representative with proof of proper disposal of any hazardous wastes in compliance with applicable environmental laws and regulations.

IV. SIGNATURE PAGE***EE. Signature***

IN WITNESS WHEREOF, the parties have executed this Contract, the effective date of which shall be the date signed by the City's Mayor below.

CONTRACTOR:

By: _____

Pavement Technology, Inc.

Printed Name: _____

Title: _____

Date: _____

CITY:

CITY OF BRENTWOOD, TENNESSEE

By: _____

Rhea E. Little, III

Mayor

Date: _____

ITB
2022-ITB-027
ASPHALT REJUVENATION

City of Brentwood
5211 Maryland Way
Brentwood, TN 37027

RELEASE DATE: January 4, 2023

DEADLINE FOR QUESTIONS: January 17, 2023

RESPONSE DEADLINE: January 19, 2023, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/brentwoodtn>

City of Brentwood
ITB
Asphalt Rejuvenation

I.	Introduction.....
II.	Instruction To Bidders.....
III.	Scope of Work
IV.	Terms and Conditions
V.	Pricing Proposal
VI.	Vendor Questionnaire

Attachments:

A - Asphalt Rejuvenation Spec

C - Iran Divestment Act Form

D - Affidavit of Non-Collusion Form

E - Sample Contract

1. INTRODUCTION

1.1. Summary

Sealed bids will be received for Asphalt Rejuvenation by the City of Brentwood through the City's e-Procurement Portal, [OpenGov Procurement](#), until 2:00 pm, local time, on Thursday, January 19, 2023, at which time said bids will be publicly opened. Copies of the Request for Bids document may be obtained from Todd Hoppenstedt, Director of Public Works, City of Brentwood, 5211 Maryland Way, Brentwood, TN 37024-0788, todd.hoppenstedt@brentwoodtn.gov (615) 507-2775 or online at [OpenGov Procurement](#). Electronic submission is the preferred method. The City of Brentwood reserves the right to reject any and/or all bids, to waive any irregularities or informalities in a bid, and to accept any bid, which, in its opinion, may be for the best interest of the City.

1.2. Background

The City of Brentwood Public Works Department wishes to initiate a contract for annual Asphalt Rejuvenation Services, as another effective tool used to slow the deterioration and maintain the flexibility of our asphalt roadways.

2. INSTRUCTION TO BIDDERS

2.1. Bid Submission

Submit Electronic Responses via the City's e-Procurement Portal, [OpenGov Procurement](#).

Electronic submissions are the City's preferred method of receipt.

Alternatively, bidders may submit their bids to the following location:

City of Brentwood, Attn: Karen Harper, Finance Director

5211 Maryland Way, P. O. Box 788

Brentwood, TN 37024-0788

If a vendor submits both electronically and by a paper submission, the electronic submission will prevail.

2.2. Bid Inquires

Bidders shall submit all inquiries regarding this bid via the City's e-Procurement Portal, [OpenGov Procurement](#). Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the City's e-Procurement Portal. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries. Questions from Bidders must be received by noon on Monday prior to the date bids are due.

2.3. Bid Requirements

- A. Bids shall clearly indicate the legal name, address and telephone number of the Bidder (company, firm, and individual). Bids should be signed above the typed or printed name and title of the individual signing on behalf of the Bidder. All expenses for making Bids to the City of Brentwood shall be borne by the Bidder. **All Bids shall be received by Thursday, January 19, 2023, 2:00 pm.** Any Bid received after this time and date will not be considered.

Bids may be received up to but not later than Thursday, January 19, 2023, 2:00 pm via the City's e-Procurement Portal, [OpenGov Procurement](#), or to the address listed above. The City's e-Procurement Portal Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The City strongly recommends completing your response well ahead of the deadline.

- A. The Bidder must submit a bid which demonstrates and provides evidence that the Bidder has the capabilities, professional expertise, and experience to perform the services described in this Invitation to Bid.
- B. Upon acceptance of a bid by the City, the Bidder must provide a certificate of insurance naming the City of Brentwood as an additional insured for the liability insurance coverage identified above.

3. SCOPE OF WORK

The City of Brentwood reserves the right to reject all or any part of any and all bids, to waive any and all formalities or irregularities as deemed to be in the best interest of the City of Brentwood.

3.1. Project Scope and Purpose

Asphalt Rejuvenation Services Bid, please see the attached specifications for Asphalt Surface Preservation with a Maltene Based Asphalt Rejuvenating Agent

4. TERMS AND CONDITIONS

All Terms and Conditions are provided in the Sample Contract, provided with this Solicitation, located under Attachments section.

5. PRICING PROPOSAL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
01	Rejuvenation Application (30,000-60,000 SY)	30,000	Square Yard		
02	Rejuvenation Application (60,000-120,000 SY)	60,000	Square Yard		
03	Rejuvenation Application >120,000	120,000	Square Yard		
TOTAL					

6. **VENDOR QUESTIONNAIRE**

6.1. Contractor's Contact Person*

Please enter the following information for the Contractor's Point of Contact for this project:

Contact Person's Name

Contact Person's Title

Contact Person's Telephone Number

Contact Person's Email Address

*Response required

6.2. Does the bidder take any exceptions to the City's request for bid, including the requested proposed contract as provided in the solicitation documents?*

If Yes, please upload your exceptions in Required Documents #8.

If No, this means the Bidder takes no exceptions.

☐ Yes

☐ No

*Response required

6.3. Are exceptions, if any, to the City's solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents, and submitted?*

Please upload your exceptions in Required Documents #8.

☐ Please confirm

*Response required

6.4. Are the City's preferred payment terms as addressed in this solicitation, acceptable to bidder?*

If no, please upload bidder's requests for payment terms under Required Documents #8.

☐ Yes

☐ No

*Response required

6.5. Are the following included with this Bid Submittal Form in the Required Documents #8?*

Detailed Contractor-supplied description of proposed product(s) or material(s) to be used for this project;

Specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein;

Iran Divestment Act Certification;

Affidavit of Non-Collusion, executed in full.

☐ Please confirm

*Response required

6.6. Receipt acknowledged of any and all issued addenda to this solicitation:*

To confirm that you have received and read all Addenda related to this solicitation, please type the Addenda numbers here (i.e. "1,2,3"). If there were no Addenda, type "N/A"

*Response required

6.7. Bidder's Authorized Representative

6.7.1. *I have received and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.**

☐ Please confirm

*Response required

6.7.2. *Title of Bidder's Authorized Representative**

*Response required

6.8. Required Documents

6.8.1. *Required Documents**

Please upload all completed required forms as one (1) PDF document here.

*Response required

STANDARD SPECIFICATIONS
FOR
ASPHALT SURFACE PRESERVATION
WITH A MALTENE BASED
ASPHALT REJUVENATING AGENT

ASPHALT REJUVENATING AGENT

I. Scope:

This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of an asphalt rejuvenating agent to asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a maltene based cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. All work shall be in accordance with the specifications, the applicable drawings, and subject to the terms and conditions of this contract.

II. Material Specifications:

The asphalt rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit with his bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

SPECIFICATIONS

<u>Tests</u>	<u>Test Method</u>		<u>Requirements</u>	
	<u>ASTM</u>	<u>AASHTO Min.</u>	<u>Max.</u>	
Tests on Emulsion:				
Viscosity @ 25°C, SFS	D-244	T-59	15	40
Residue, % W ¹	D-244 (Mod.)	T-59 (Mod)	60	65
Miscibility Test ²	D-244 (Mod.)	T-59 (Mod)	No Coagulation	
Sieve Test, %W ³	D-244 (Mod.)	T-59 (Mod)	-	0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance ⁴	GB	GB	-	30
Tests on Residue from Distillation:				
Flash Point, COC, °C	D-92	T-48	196	-
Viscosity @ 60°C, cSt	D-445	-	100	200
Asphaltenes, %w	D-2006-70	-	-	1.00
Maltene Dist. Ratio	D-2006-70	-	0.3	0.6
$\frac{PC + A_1^5}{S + A_2}$				
PC/S Ratio ⁵	D-2006-70	-	0.5	-
Saturated Hydrocarbons, S ⁵	D-2006-70	-	21	28

¹ ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foaming ceases, then cool immediately and calculate results.

² Test procedure identical with ASTM D-244-60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

³ Test procedures identical with ASTM D-244-60 except that distilled water shall be used in place of two percent sodium oleate solution.

⁴ Test procedure is attached.

⁵ Chemical composition by ASTM Method D-2006-70:

PC = Polar Compounds, A₁ = First Acidaffins

A₂ = Second Acidaffins, S = Saturated Hydrocarbons

PROCEDURE FOR DETERMINING PERCENT LIGHT TRANSMITTANCE ON ASPHALT REJUVENATING AGENT

A. SCOPE

This procedure covers the determination of percent light transmittance of the asphalt rejuvenating agent.

B. APPARATUS

- 1) Container may be either glass, plastic or metal having a capacity of 6,000 ml.
- 2) Graduated cylinder, 1,000 ml, or greater
- 3) Light transmittance measuring apparatus, such as Bausch and Lomb or Lumetron spectrophotometer
- 4) Graduated pipette having 1 ml capacity to 0.01 ml accuracy
- 5) Suction bulb for use with pipette
- 6) Test tubes compatible with spectrophotometer, 3/4" X 6, Bausch and Lomb, Catalog No. 33-17- 81, (B&L)

C. CALIBRATION OF SPECTROPHOTOMETER

- 1) Calibrate spectrophotometer as follows: (a) Set wavelength at 580 mu, (b) Allow spectrophotometer to warm-up thirty minutes, (c) Zero percent light transmittance (%LT) scale, (d) Rinse test tube three times with tap water and fill to top of circle marking on B&L test tube or approximately 2/3 full, (e) Place tube in spectrophotometer and set %LT scale at 100, and (f) repeat steps (c) and (e) two times or until no further adjustments are necessary.

D. PROCEDURE

- 1) Shake, stir or otherwise thoroughly mix emulsion to be tested. Place sample of emulsion in beaker and allow to stand one minute.
- 2) Place 2,000 ml tap water in container.
- 3) Suck 1.00 ml emulsion into pipette using suction bulb. Wipe off outside of pipette.
- 4) Using suction bulb, blow emulsion into container.
- 5) Rinse pipette by sucking in diluted emulsion solution and blowing out.
- 6) Clean pipette with soap or solvent and water. Rinse with acetone.
- 7) Stir diluted emulsion thoroughly.
- 8) Rinse out tube to be used with the diluted emulsion three times and fill to top of circle.
- 9) Calibrate spectrophotometer.
- 10) Place diluted emulsion sample tube in spectrophotometer, cover and read %LT to nearest tenth.
- 11) Repeat steps 9 and 10 until three identical consecutive readings are achieved.

- 12) The elapsed time between addition of emulsion to dilution of water and final %LT reading should not exceed 5 minutes.

III. Material Performance:

The asphalt rejuvenating agent shall have the capability to penetrate the asphalt pavement surface and performing as follows. The asphalt rejuvenating agent shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the asphalt rejuvenating agent into the asphalt binder has been effected shall be by analysis of the chemical properties of said asphalt binder i.e. viscosity shall be reduced by petroleum maltene fraction replacement method to the following extent. For pavements receiving the first or original application of rejuvenating agent the viscosity shall be reduced by a minimum of thirty-five, (35%) percent as determined by dynamic shear rheometer (DSR) method for asphalt testing in accord with AASHTO T315-05. For retreated pavements after an initial treatment with the asphalt rejuvenator the viscosity shall be reduced by petroleum maltene replacement method a minimum of twenty percent (20%) as determined by dynamic shear rheometer (DSR) method for testing in accord with AASHTO T315-05. In addition the phase angle shall be increased. This analysis shall apply to extracted asphalt binder, taken from cores extracted fifteen to thirty days following application, in the upper three eighths inch (3/8") of pavement. In addition the treated areas shall be sealed in-depth to the intrusion of air and water.

The rejuvenating agent shall have a record of at least five years of satisfactory service as a petroleum maltene based emulsion asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity of the asphalt binder by petroleum maltene fraction replacement method, increase the phase angle and provide an in-depth seal. The bidder must submit with his bid the manufacturer's certification that the material proposed for use is in compliance with the specification requirements. The bidder must submit with his bid previous use documentation and test data conclusively demonstrating that; the rejuvenating agent has been used successfully for a period of five years by government agencies such as Cities, Counties, etc; and that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by government agencies as to the required change in asphalt binder viscosity and phase angle. Prior testing data shall be submitted indicating such product performance on a sufficient number of projects to insure product consistency. In addition, prior testing data shall be submitted to indicate said product performance as heretofore described over a minimum testing period of three years to insure reasonable life expectancy.

RECLAMITE®, a product of Tricor Refining, LLC is a product of known quality and accepted performance.

IV. Applicator Experience:

The asphalt-rejuvenating agent shall be applied by an experienced applicator of such material. The bidder shall have a minimum of three years experience in applying the product proposed for use. He must submit with his bid a list of five projects on which he applied said rejuvenator. He shall indicate the project dates, number of square yards treated in each and the name and phone number of the government official in charge of each project.

A project superintendent knowledgeable and experienced in application of the asphalt-rejuvenating agent must be in control of each day's work. The bidder shall submit a written experience outline of the project superintendent.

V. PRODUCT STANDARDS AND ALTERNATES:

Should a bidder wish to submit a bid for alternates to the Standard, said prices shall be entered on the BID SHEET as the "Alternate Bid" for each item. In the event that the bidder submits no bid for the Standard, only the "Alternate Bids" should be completed.

Bidders may offer an ALTERNATE for the Standard specified in the Specifications provided the bidder adheres to the following and submits same with his bid.

(a) List the proposed alternate on the BID SHEET form giving the product name and price.

(b) Furnish complete specifications and descriptive literature for the alternate as well as a one-gallon sample of the material proposed for use. Such descriptive and detailed information shall be complete and at least equal in detail to the agencies requirements for the standard item for which the alternate is offered.

(c) Submit a current Safety Data Sheet for the alternate materials. The agency will give the alternate consideration. The Contractor may furnish only those alternate items included in his proposal and approved by the agency prior to award of a contract.

(d) Furnish all required test data and use documentation as heretofore required.

If no ALTERNATE is indicated on the BID SHEET, the Contractor shall furnish the STANDARD (brand) specified in the attached specifications.

Should the ALTERNATE offered be found unacceptable by the agency based on the data submitted with the bid and no bid is entered on the BID SHEET for the Standard, then said bid will be considered non-responsive.

VI. APPLICATION TEMPERATURE/WEATHER LIMITATIONS:

The temperature of the asphalt rejuvenating emulsion, at the time of application shall be as recommended by the manufacturer. The asphalt-rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry and when it is not threatening to rain. The asphalt-rejuvenating agent shall not be applied when the ambient temperature is below 40° F.

VII. HANDLING OF ASPHALT REJUVENATING AGENT:

Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two

materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor that shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Engineer.

VIII. RESIDENT NOTIFICATION:

The contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The notice shall be of the door hanger type that secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

IX. APPLYING EQUIPMENT:

The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.04 to 0.08 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank. The distributor shall have a computerized system, acceptable to the Engineer that controls the rate of product application.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

The truck used for applying rock dust, or other aggregate when required and approved by the Engineer, shall be equipped with a spreader that allows the rock dust to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of rock dust or other aggregate per square yard in a single pass. The spreader shall be adjustable so as not to broadcast the rock dust or other aggregate onto driveways or tree lawns.

The rock dust or other aggregate to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet rock dust shall be rejected from the job site.

Any equipment that is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

X. APPLICATION OF REJUVENATING AGENT:

The asphalt-rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be

required by hand sprayer application.

Application of asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event the centerline construction joint area of the pavement shall be treated in both application passes of the distributor truck.

Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer for jobsite conditions. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.04 to 0.08 gallons per square yard, or as approved by the Engineer following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and the Engineer grants approval for additional applications.

Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Engineer, shall have the required amounts applied in two or more applications as directed.

After the rejuvenating emulsion has penetrate and when surface conditions require a light coating of dry rock dust, or other aggregate approved by the Engineer, shall be applied to the surface in sufficient amount to protect the traveling public as required by the Engineer. The rock dust or other approved aggregate shall be swept and removed from the streets and properly disposed of at the Contractor's expense within 24 hours of application.

The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenating agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

XI. STREET SWEEPING:

The Contractor shall be responsible for sweeping and cleaning of the streets prior to, and after treatment.

Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other approved methods. If in the opinion of the Engineer the hand cleaning is not sufficient than a self-propelled street sweeper shall be used.

All rock dust or other approved material used during the treatment must be removed no later than 24 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating agent.

If, in the opinion of the Engineer, additional rock dust is required said material shall be applied by the contractor. Said rock dust shall be swept up no later than 24 hours following reapplication. No additional compensation will be allowed for reapplication and removal of rock dust.

XII. TRAFFIC CONTROL:

The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration, in the opinion of the Engineer, has become complete and the area is suitable for traffic.

When, in the opinion of the Engineer, traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt rejuvenating agent to one lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane.

The Contractor shall be responsible for all traffic control and signing required to permit safe travel. The contractor shall notify the police and fire departments as to the streets that are to be treated each day.

If, in the opinion of the Engineer, proper signing is not being used, the Contractor shall stop all operations until safe signing and barricading is achieved.

XIII. METHOD OF MEASUREMENT:

Asphalt rejuvenating agent will be measured by the square yard as provided for in the Contract Documents.

XIV. BASIS FOR PAYMENT:

The accepted quantities, measured as provided for above, will be paid for at the contract unit price for asphalt rejuvenating agent.

Asphalt rejuvenating agent shall be paid for PER SQUARE YARD, which shall be full compensation for furnishing all materials; equipment, labor and incidentals to complete the work as specified and required.



EMULSIONS
INC.

Quality Products and Dependable Service Since 1981

Licensed Manufacturer
Tricor Refining, LLC
Producers of Golden Bear® Preservation Products

CERTIFICATE OF COMPLIANCE

TO WHOM IT MAY CONCERN

PRODUCT: RECLAMITE®

IT IS HEREBY CERTIFIED THAT THE ABOVE PRODUCT DESIGNATED HEREON
CONFORMS TO THE APPLICABLE SPECIFICATIONS FOR THE PRODUCT SO
INDICATED, AND THAT PAVEMENT TECHNOLOGY, INCORPORATED HAS BEEN
AN AUTHORIZED APPLICATOR FOR D & D EMULSIONS, INC., AN AUTHORIZED
LICENSED MANUFACTURER FOR TRICOR REFINING, LLC.

Date: January 16, 2023 Approved by:

A handwritten signature in dark ink, appearing to read 'V.P.', is written over a horizontal line. The signature is stylized and cursive.

Title: Vice President



TRICOR REFINING, LLC

Producers of GOLDEN BEAR PRESERVATION PRODUCTS

1134 Manor St. • Oildale, CA 93308 / P.O. Box 5877 • Bakersfield, CA 93388
Phone 661.393.7110 – Fax 661.393.1601

RECLAMITE® Asphalt Rejuvenating Agent

Specifications:

Tests	Test Method		Requirements	
	ASTM	AASHTO	Min.	Max.

Tests on Emulsion:

Viscosity @ 25°C, SFS	D-244	T-59	15	40
Residue, % w ⁽¹⁾	D-244 (mod)	T-59 (mod)	60	65
Miscibility Test ⁽²⁾	D-244 (mod)	T-59 (mod)	No Coagulation	
Sieve Test, % w ⁽³⁾	D-244 (Mod)	T-59 (mod)	—	0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance ⁽⁴⁾	GB	GB	—	30
Cement Mixing	D-244			2.0

Tests on Residue from Distillation

Flash Point, COC, °C	D-92	T-48	196	—
Viscosity @ 60°C, cSt	D-445	—	100	200
Asphaltenes, %w	D-2006-70	—		0.75
Maltene Distribution Ratio	D-2006-70	—	0.3	0.6
PC + A ₁ ⁽⁵⁾				
S + A ₂				
PC/S Ratio ⁽⁵⁾	D-2006-70	—	0.5	—
Saturate hydrocarbons, S ⁽⁵⁾	D-2006-70	—	21	28

¹ASTM D-244 Evaporation Test for percent of residue is made by heating 50 gram sample to 149°C (300°F) until foaming ceases, then cool immediately and calculate results.

²Test procedure identical with ASTM D-244 60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water..

³Test procedure identical with ASTM D-244 60 except that distilled water shall be used in place of two percent sodium oleate solution.

⁴Test procedure is attached.

⁵Chemical composition by ASTM Method D-2006-70:

PC = Polar Compounds,

A₁ = First Acidaffins.

A₂ = Second Acidaffins,

S = Saturated Hydrocarbons.

Note: For gal/ton conversion use 242 gal/ton.

Note: Data presented are typical. Slight variation may occur from lot to lot.

Evaluation of Seal Coat Runway 16-34 Lajes Field, Azores

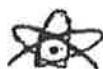
by
J. E. Pickett

Geotechnical Laboratory
U.S. Army Engineer Waterways Experiment Station
P.O. Box 631
Vicksburg, Mississippi

March 1983

Pavement Technology, Inc.
Preventive Maintenance Specialists

24144 Detroit Rd.
Westlake, OH 44145
1-800-333-6309



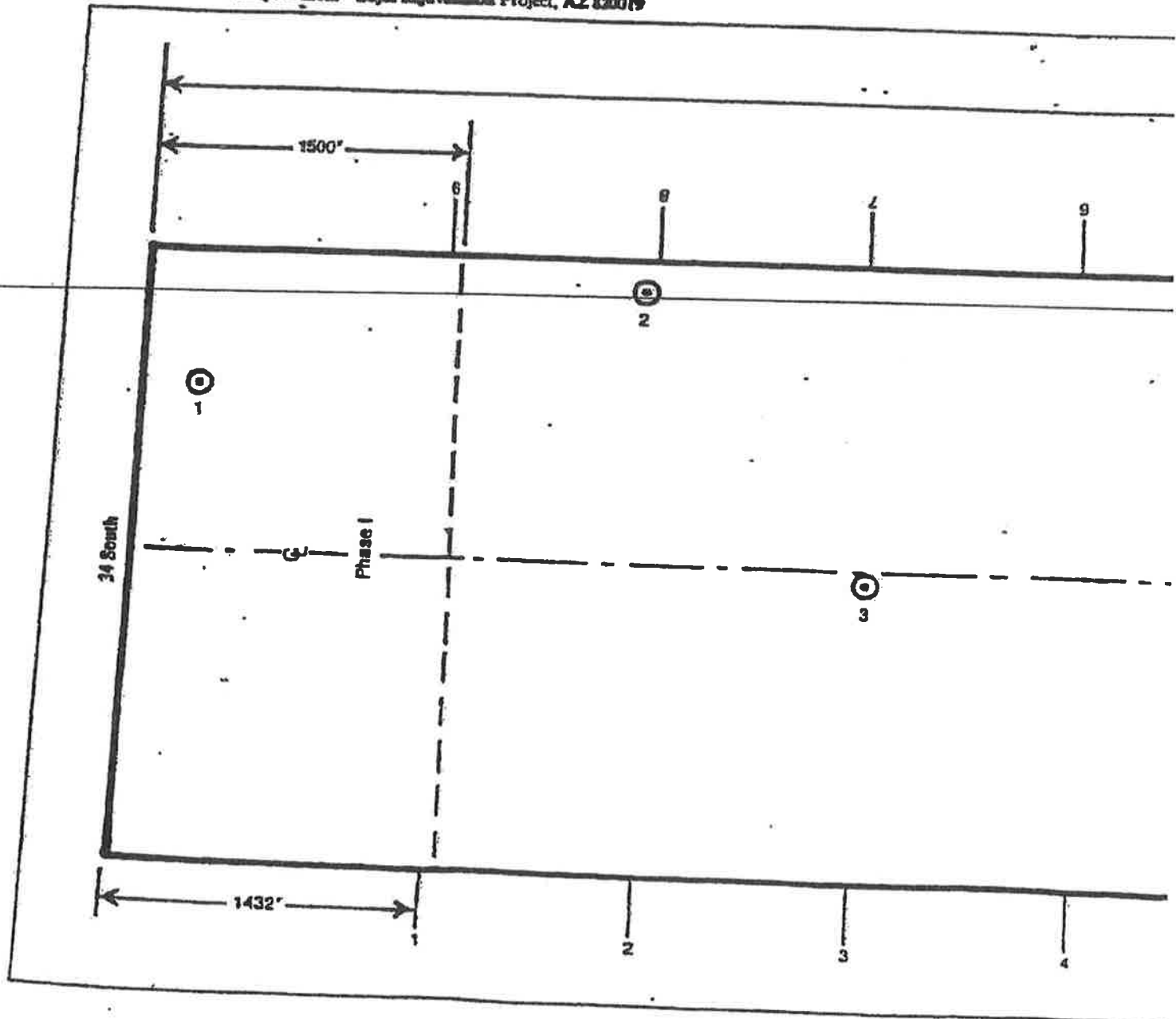
1. In February 1983, the Pavement Systems Division, Geotechnical Laboratory, U.S. Army Engineer Waterways Experiment Station (WES), Vicksburg, Mississippi, was requested by the 1605th Air Base Wing (MAC), Lajes Field, Azores, to provide technical assistance and construction inspection of the rejuvenator project on Runway 16-34, which included sampling and laboratory testing. Treatment of the runway was per-

formed 10-15 March. An excess of Reclamite remaining from projects in 1979 and 1983 was used to treat some parking aprons and taxiways

2. Messrs. Jack E. Pickett and James E. Schoenberger traveled to Lajes Field on 28 February 1983 to take samples before and after treatment and to observe the rejuvenator application.

3. The 10,864-ft runway was divided into sections and treated in three phases. This was

Incl 1 Layout of sampled areas Lajes Rejuvenation Project, AZ 820019



done so the runway could remain open to traffic during treatment. Before treatment, one set of three 6-in. cores were taken at each of eight locations, selected at random throughout the runway, two sets from Phase I and three sets each from Phases II and III. Core locations are shown on Incl 1. After treatment, three additional cores were taken at each location within 2 to 4 ft of the original core locations and in the same construction lane.

The samples were processed by sawing 3/8 in. of material from the upper surface. The asphalt was extracted from this 3/8-in.-thick sample and recovered; untreated samples were processed at the field laboratory at Lajes. The recovered asphalt and treated samples were returned to WES for processing and penetration and viscosity testing. Results of these laboratory tests are summarized in Table I. Test results indicate the rejuvenation of

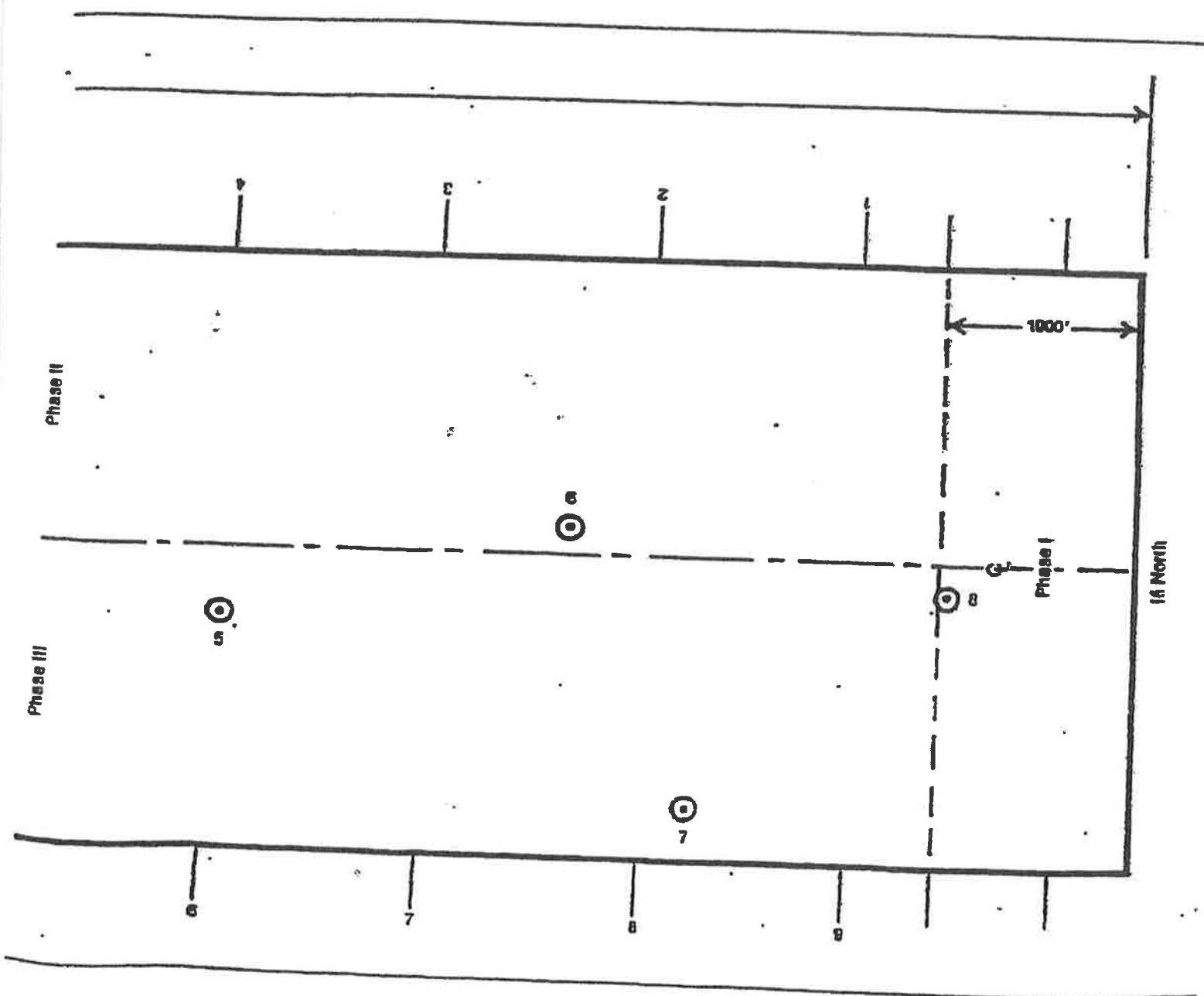


Table I

Lajes Rejuvenator, 1983

Sample Number	Station From South End R/W & C	Penetration 77°F (25°C) 100 g, 5 sec 0.1 mm		Absolute Viscosity 140°F (60°C) 300.0 mm Hg Vacuum, Poise	
		Untreated	Treated	Untreated	Treated
1	2+43, 83.7 ft W	11.00	20.00	401, 351	65, 420
2	23+55, 134.9 ft W	11.00	23.00	449, 520	62, 011
3	34+34, 5.1 ft E	13.00	31.00	242, 293	32, 860
4	52+07, 51.3 ft W	9.00	27.00	1, 852, 362	43, 497
5	64+36, 32.4 ft E	4.00	17.00	2, 774, 367	177, 941
6	80+67, 14.6 ft W	9.00	22.00	863, 971	62, 736
7	86+86, 121.4 ft E	6.00	34.00	1, 263, 880	23, 444
8	99+17, 17 ft E	6.00	29.00	1, 318, 687	41, 392
Average		8.63	25.38	1, 145, 804	63, 663
Change (%)		Penetration	194.00	Viscosity	94.40
			Increase		Decrease

Runway 16-34 was satisfactory. The penetration test shows an increase of approximately 194 percent and the viscosity test shows a decrease of approximately 94 percent. The specification requires the average penetration to be increased by 20 percent and the average viscosity to be decreased by 40 percent.

4. The contractor for the project was Mr. Colin M. Durante, Pavement Technology, Inc., 11260 Berett Road, Cleveland, Ohio 44102. He elected to use Reclamite, a proprietary material manufactured by the Golden Bear Division of Witco Chemical Corporation, Bakersfield, California, as a rejuvenator. Reclamite is a resin-based emulsion that leaves an oily residue and is applied with a bituminous distributor. The Reclamite material was mixed at the job site in a two to one ratio with water, two parts Reclamite to one part water. The Reclamite mixture at ambient temperature (60-70°F) was sprayed onto the runway pavement by using a 1140 gal bituminous distributor equipped with a 10-ft spray bar. Application rates were varied intentionally to avoid excess rejuvenator in areas,

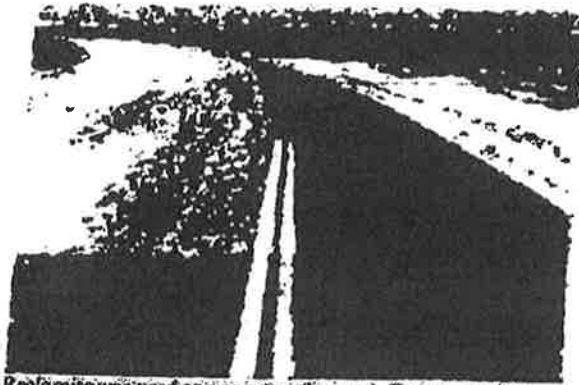
such as recently patched areas, and areas with rubber build-up. Areas outside regular traffic were sprayed heavier, which would not bother air traffic, in case of excess rejuvenator on the surface. Dates of treatment and application rates (gal/yd²) are shown in Table II. The remainder of the material was used to spray various taxiways and parking aprons.

Table II

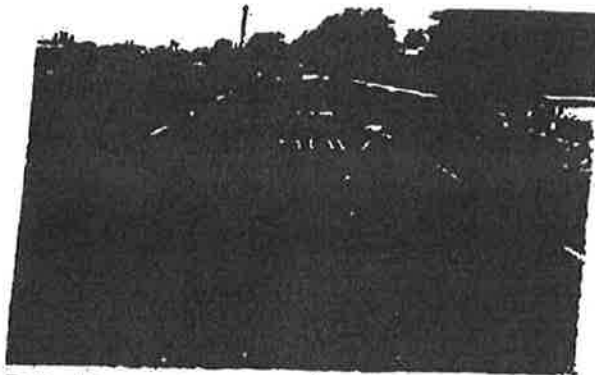
Phase I	
Center 100-ft-wide area	0.053 gal/sq yd
All other areas	0.061 gal/sq yd
Phase II	
From center line runway out 50 ft	0.055 gal/sq yd
All other areas	0.066 gal/sq yd
Phase III	
From center line runway out 50 ft	0.058 gal/sq yd
All other areas	0.074 gal/sq yd

Jack E. Pickett
Materials Engineering Technician
Pavement Systems Division
Geotechnical Laboratory

Construction seal.



Reclamite was used as a construction seal. For comparison, the lower left area was not treated.



Reclamite was used as a construction seal on the dry areas of this pavement. Untreated areas are still wet from water penetrating the surface.



Reclamite was used as a construction seal on the dry areas of the pavement.

Penetration values of asphalt extracted from cores (New Mexico Highway Department).

Core	Reclamite treated (2 years)	
	Depth	Value
1	Top 1/2"	52
2	Top 1/2"	48
3	Top 1/2"	40
Untreated		
4	Top 1/2"	17
5	Top 1/2"	23
6	Top 1/2"	22

Penetration values of asphalt extracted from cores (Douglas Street, Kern County, Calif.).

Depth	Reclamite treated	
	8 mos.	30 mos.
Top 1/2"	37	25
Untreated		
Top 1/2"	18	13

Penetration values of asphalt on cores taken at intervals over period of time (Day Street, Kern County, Calif.).

Depth	Reclamite treated		
	2 mos.	18 mos.	36 mos.
Top 1/2"	82	48	40
Untreated			
Top 1/2"	23	19	16

Customer: Pavement Technology, Inc. - Colin Durante, John Schlegel

Project: Charleston County, South Carolina - 2015 Reclamite Application

Samples Submitted: Sixteen core samples (8 untreated and 8 treated with RECLAMITE®) identified as:

Forest Trail, Halsey Boulevard, Patterson Avenue, South Rhett Avenue, Shadowmoor Parkway, Algon Quin Road, Queen Street, Wingo Way

Requested Testing:

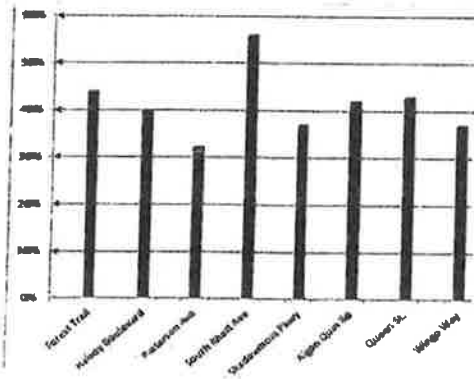
Determine the Dynamic Shear Rheological properties at 60° C of the recovered asphalt binder from the top 3/8-inch layer of each core. These properties include viscosity, phase angle, complex, elastic, and viscous moduli.

Summary of Testing:

The top 3/8-inch of each core was removed for testing. The asphalt was extracted and recovered as prescribed by California Test Method 365. Viscosity and phase angle, as well as, complex, elastic, and viscous moduli were determined on the recovered asphalt binder using Dynamic Shear Rheology as prescribed by AASHTO T315. Test results are reported by Table L.

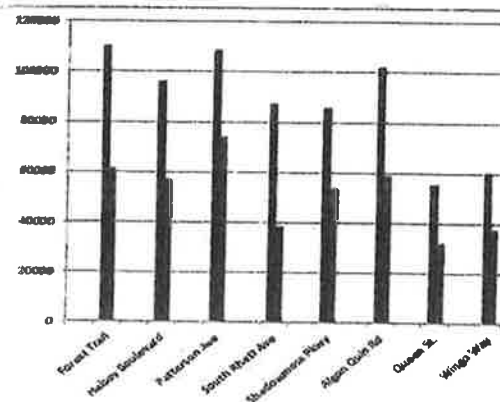
Sample Identification	Viscosity 60°C, Poise	Phase Angle, °	MODULUS, 60°C, Pa		
			Complex	Elastic	Viscous
Forest Trail					
Untreated	110438	57.8	110728	59855	90453
Treated	61394	68.9	61556	22166	57427
	44% decrease				
Halsey Boulevard					
Untreated	96417	65.8	96672	39579	88198
Treated	57458	69.1	57681	20972	53887
	40% decrease				
Patterson Avenue					
Untreated	108939	65.5	109229	45365	99339
Treated	74116	67.5	74311	28497	68546
	32% decrease				
South Rhett Avenue					
Untreated	87271	66.9	87581	34362	80498
Treated	38887	70.8	38989	12787	36748
	55% decrease				
Shadowmoor Parkway					
Untreated	85824	67.5	86824	37873	88729
Treated	53725	69.6	53892	23267	49585
	37% decrease				
Algon Quin Road					
Untreated	102198	64.7	102378	43770	92539
Treated	58971	68.4	59126	21781	54968
	42% decrease				
Queen Street					
Untreated	55747	59.9	55867	33013	48677
Treated	32828	70.2	32158	17667	29874
	42% decrease				
Wingo Way					
Untreated	68464	68.2	68624	22522	56285
Treated	37862	70.1	37962	18947	32896
	37% decrease				

Charleston County, South Carolina
Reclamite Application 2015
Change in Viscosity Results



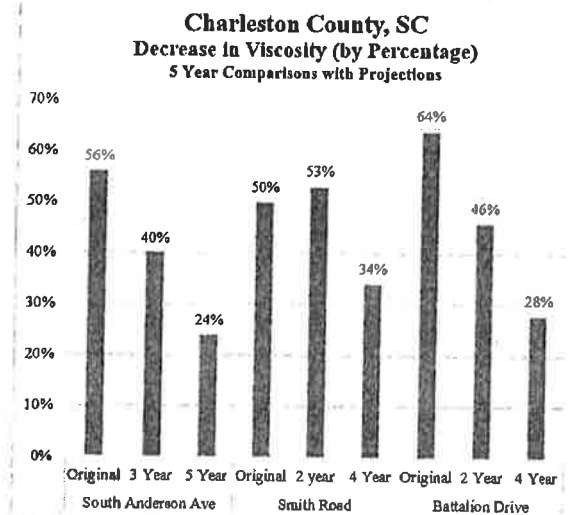
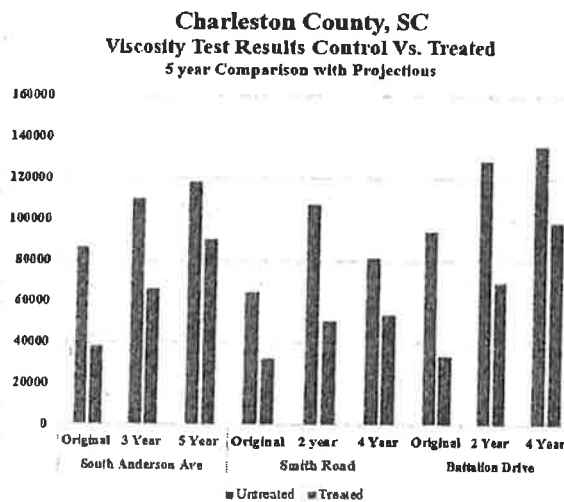
■ Charleston County Reclamite Test Results
Percentage of Viscosity Change

Charleston County, South Carolina
Reclamite Application 2015
Viscosity Test Results Control vs. Treated



■ Charleston County Reclamite Test Results
■ Charleston County Reclamite Test Results Treated Viscosity

Sample Identification	Viscosity 60° C, Poises		
	Original	3 Year	5 Year
South Anderson Avenue			
Untreated	86177	109950	118490
Treated	38220	66424	90198
Percentage Decrease	56%	40%	24%
	Original	2 Year	4 Year
Smith Road			
Untreated	64993	107220	81289
Treated	32426	50643	53746
Percentage Decrease	50%	53%	34%
	Original	2 Year	4 Year
Battalion Drive			
Untreated	94533	128750	136340
Treated	33743	69437	98896
Percentage Decrease	64%	46%	28%



PAVEMENT TECHNOLOGY INC.

24144 DETROIT ROAD
WESTLAKE, OHIO 44145
(440) 892-1895
(800) 333-6309
FAX (440) 892-0953

Asphalt Recycling & Preventive Maintenance Specialists

Experience Outline

Operations and Fleet Manager – David Clark

1994 – 1995	Studied at Alfred State College, New York – Associate in Automotive Trades – Heavy Equipment, Truck and Diesel
1995 – 1997	Worked at a hazardous waste incineration plant / fork life and OSHA training certificates
1997 – 1999	Foundry work / furnace operator specialized in copper and brass.
1999 – Present	Pavement Technology, Inc., Westlake, Ohio
1999 – 2000	General laborer / driver – rejuvenating agent and crack sealing roadways
2000 – 2004	General supervisor in charge of rejuvenating agent application, crack sealing and other miscellaneous road construction work.
2004 – 2015	Fleet Manager in charge of all repairs and scheduling repairs for all trucks and equipment
2015 – 2017	Operations and Fleet Manager – in charge of scheduling crews and day to day operations.
2017 – Present	ATSSA Certified, OSHA 30 Compliant

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FAX (440) 892-0953

Asphalt Recycling & Preventive Maintenance Specialists

Experience Outline

Operations and Fleet Manager – Michael Faustini

- | | |
|----------------|--|
| 2003 – 2018 | <p>Fleet Owner/Operator – Faustini Trucking Inc., Tampa, Florida</p> <ul style="list-style-type: none">• Interviewing, hiring/firing of staff, payroll, log audits, DOT, safety maintenance on equipment, purchasing of equipment, packing, loading/unloading, driving, and sales.• In 2018 the fleet was sold. |
| 2018 – Present | <p>Pavement Technology, Inc., Westlake, Ohio</p> <ul style="list-style-type: none">• General laborer/driver – rejuvenating agents and crack sealing roadways• General supervisor in charge of rejuvenating agent application, crack sealing and other miscellaneous construction work• Fleet Manager in charge of all repairs and scheduling repairs for all trucks and equipment• Operations and Fleet Manager – in charge of scheduling and day to day operations.• ATSSA Flagger Course• Advanced TTC - Florida Department of Transportation |

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Asphalt Recycling & Preventive Maintenance Specialists

KEY EMPLOYEES

Foremen, Supervisors & Management

Individual's Name	Title	Employed by PTI Since
David Baker II	Supervisor	2009
Thomas Donegan III	Asst. Supervisor	2013
Charles McNamee, Jr.	Supervisor	1998
Norman Sabol	Supervisor	2009
Jeffery Mosby	Supervisor	2000
Kedrick Faison	Supervisor	2019
Terronce Pugh	Supervisor	2018
Mark Young	Field Operations Manager	2018
Mike Faustini	Southern Operations Mgr.	2018
Bruce Noble	Assistant Supervisor	2010

Drivers & Laborers

Individual's Name	Title	Years & Type of Construction Experience
Danny Bolin	Driver	2009
Tradell Huntington	Driver	2011
David Kratky	Driver	1992
Kevin Wilson, Jr.	Driver	2013
Matthew Davis	Driver	2009
David Neff	Laborer	2016
Eric Parson	Driver	2013
Jack Shane	Driver	2010
Javier Torres	Driver	2019
Joshua Lewis	Driver	2021
Al Winston	Driver	2015
Willie Wilson	Driver	2018

PAVEMENT TECHNOLOGY INC.

24144 DETROIT ROAD
WESTLAKE, OHIO 44145
(440) 892-1895
(800) 333-6309
FAX (440) 892-0953

Asphalt Recycling & Preventive Maintenance Specialists

Experience Record Reclamite® Asphalt Rejuvenating Agent Application

<u>City and Contact</u>	<u>Project Information</u>	<u>Using Reclamite® Since</u>
City of Kingsport Tim Elsea 225 W. Center Street Kingsport, TN 37660 P: 423-366-3025 E: timelsea@kingsporttn.gov	2022 Asphalt Maltene-Based Road Preservation 9/19/2022 – 9/23/2022 130,303 sq. yds. \$140,727.24	2003
City of Forest Hills Brad Bivens 4012 Hillsboro Road, Suite 5 Nashville, TN 37215 P: 615-646-0773 E: brad.bivens@neel-schaffer.com	2022 PW 2022-01 Street Preservation 5/17/2022 – 5/22/2022 90,326 sq. yds. \$92,826.00	2007
City of Germantown Bo Mills 1930 Germantown Road South Germantown, TN 38138 P: 901-757-7350 E: bmills@germantown-tn.gov	2021 Rejuvenation 4/29/2021 – 5/8/2022 131,741 sq. yds. \$118,566.90	2004
City of Clarksville Sonny Emmert 199 10 th Street Clarksville, TN 37040 P: 931-645-7464 x2501 E: sonny.emmert@cityofclarksville.com	2021 Rejuvenation 10/2/2021 – 10/17/2021 226,747 sq. yds. \$199,637.36	1999
City of Chattanooga Eddie Tate 1250 Market Street, Suite 3030 Chattanooga, TN 37402 P: 423-643-6192 E: etate@chattanooga.gov	2022 Asphalt Rejuvenation 4/6/2021 – 4/22/2021 265,000 sq. yds. \$249,100.00	2004



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/16/2023

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGowan & Company, Inc. 20595 Lorain Rd Fairview Park OH 44126	CONTACT NAME: Frances Lyons	
	PHONE (A/C, No, Ext): 440.895.4359 FAX (A/C, No): 440-333-3214	
	E-MAIL ADDRESS: flyons@mcgowaninsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Property Casualty Co of America	36161
	INSURER B: Phoenix Insurance Company	25623
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
Pavement Technology, Inc
24144 Detroit Rd
Westlake OH 44145

PAVETEC-01

COVERAGES**CERTIFICATE NUMBER:** 1242930398**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 INSD	SUBR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		DTCO324N6425	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		8108L678293	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		CUP2J391570	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> 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	N/A	UB0K349145	3/1/2022	3/1/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)

Project: 2023 Asphalt Rejuvenation 2022-ITB-027

Certificate holder is included as an additional insured as required by written contract with respects to the General Liability. 10 day notice of cancellation for non-payment of premium, 30 day notice for all other reasons applies.

CERTIFICATE HOLDER**CANCELLATION**

City of Brentwood
5211 Maryland Way
Brentwood TN 37027

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Pavement Technology, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

24144 Detroit Road

6 City, state, and ZIP code

Westlake, OH 44145

Requester's name and address (optional)

City of Brentwood
5211 Maryland Way
Brentwood, TN 37027

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

3 4 - 1 1 0 8 3 0 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 1/16/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



5211 MARYLAND WAY
BRENTWOOD, TN 37024-0788
(615) 371-0060
www.brentwoodtn.gov

Affidavit of Non-Collusion a form required of Bidders and Bidders on
purchases of supplies, materials, equipment and services for the City of
Brentwood, Tennessee

State of Ohio _____)

County of Cuyahoga _____) SS

Affiant, John Schlegel _____, deposes and makes oath
that:

(printed name of person signing Affidavit)

1. He or she is the Vice President of _____ (Owner or Authorized Partner, Officer, Representative or Agent of Owner) of Pavement Technology, Inc. _____, (legal name of entity submitting bid or bid) the Bidder or Bidder who has submitted the attached bid or bid;
2. The Bidder or Bidder is fully informed respecting the preparation and content of the attached bid or bid and of all pertinent circumstances respecting such bid or bid;
3. Such bid or bid is genuine and is not a collusive or sham bid or bid;
4. Neither the said Bidder or Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Brentwood or with any other firm, person, or potential or actual bidder or bidder to submit a collusive or sham bid or bid in connection with the contract for which the attached bid or bid has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or bidder to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Brentwood or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or bid are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and



6. He or she understands that T.C.A. §6-54-107, prohibit any member of the Board of Commissioners, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

(signature of Affiant) Vice President _____
(title of Affiant)

Sworn and subscribed to before me this 18th day of January, 2023

My Commission Expires: Elizabeth Mielcunsky

Elizabeth Mielcunsky
Notary Public, State of Ohio
My Commission Expires: February 27, 2025





5211 MARYLAND WAY
BRENTWOOD, TN 37024-0788
(615) 371-0060
www.brentwoodtn.gov

IRAN DIVESTMENT ACT REQUIREMENTS

Pursuant to *Tennessee Code Annotated* § 12-12-106 (as enacted by Chapter 817 of the Public Acts of 2016) the chief procurement officer for the State of Tennessee shall publish a list of persons determined to be engaging in investment activities in Iran. The list is to be posted on the website of the State of Tennessee. When competitive bidding is required, *Tennessee Code Annotated* § 12-12-111 requires every bid or bid submitted to a local government for goods or services to include the following statement, subscribed or affirmed by the bidder as true under the penalty of perjury:

CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to *T.C.A.* § 12-12-106.

Signature

Date 1/18/23

John Schlegel

Printed Name

Vice President

Title

Pavement Technology, Inc.

Name of Firm/Company

Brentwood City Commission Agenda

Meeting Date: 02/27/2023

Approval of amendment of previously approved purchase of Five Trucks on September 12, 2022

Submitted by: Todd Hoppenstedt, Public Works

Department: Public Works

Information

Subject

Approval of amendment of previously approved purchase of five trucks on September 12, 2022 from Lonnie Cobb Ford

Background

The City Commission approved an item for the Public Works Department to order five Ford vehicles from Lonnie Cobb Ford, the statewide contract holder. As part of that September order, a Ford F250 4x4 SD CrewCab with a 6.75' box was included for a cost of \$51,093.00. There were also two standard cab F250 trucks. Staff recently received word that all three of these vehicles were canceled by Ford Motor Company. This was the second order attempt after an April 2022 order for a Chevy 2500 CrewCab from Wilson County Motors was canceled by Chevrolet.

The overall fleet vehicle market is continuing to get more volatile and costly. Given the immediate needs of the Public Works fleet, we have administratively adjusted our September 2022 order with Lonnie Cobb Ford to downgrade the F250 CrewCab in exchange for an available F150 CrewCab. While this truck is not as heavy-duty as the F250, it will allow us to assign the lighter-duty F150 to the Superintendent of Operations and move his current vehicle, a Chevy 2500 into the Street Department for regular use in the field.

There are still two standard-cab F250s that we will not receive as a part of this order. Public Works staff is currently evaluating options for replacing those vehicles as quickly as possible. Once staff has a recommendation for those replacements, we will come back before the Commission for approval.

Staff Recommendation

Staff recommends the approval of this cost-saving amendment of previously approved purchase of five trucks on September 12, 2022 from Lonnie Cobb Ford.

Please direct any questions to the Public Works Director.

Fiscal Impact

Amount : \$46,190.00

Source of Funds: Capital Projects Fund

Account Number: 311-45200-5027

Fiscal Impact:

Previously ordered and canceled Ford F250 Crew Cab \$51,093.00, will be replaced by an available Ford F150 Crew Cab for \$46,190.00. This provides an overall immediate savings of \$4,903.00, and potentially much more, as compared to waiting to reorder in model year 2024.

Attachments

Vehicle pricing information

SWC 209
Lonnie Cobb Ford contract # 75347

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 320



Client Proposal

Prepared by:
STEVEN BLACKSTOCK
Office: 731-989-2121
Date: 08/25/2022





Prepared by: STEVEN BLACKSTOCK
08/25/2022

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 320

Warranty

Standard Warranty

Basic

Distance 36,000 miles

Months 36 months

Powertrain

Distance 60,000 miles

Months 60 months

Corrosion Perforation

Distance Unlimited miles

Months 60 months

Roadside Assistance

Distance 60,000 miles

Months 60 months

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

08/25/2022

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 320

As Configured Vehicle

Code	Description	MSRP
W1E	Base Vehicle Price (W1E)	\$44,910.00
101A	Equipment Group 101A Standard <i>Includes:</i> - Transmission: Electronic 10-Speed Automatic Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut. - Tires: 265/70R17 BSW A/T - Radio: AM/FM Stereo w/6 Speakers Includes auxiliary audio input jack. - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.	-\$750.00
995_	Engine: 5.0L V8 <i>Includes flex-fuel capability.</i> <i>Includes:</i> - GVWR: 7,050 lbs Payload Package	\$2,335.00
44G	Transmission: Electronic 10-Speed Automatic <i>Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i>	Included
XL3	Electronic Locking w/3.31 Axle Ratio	\$420.00
NNGV6	GVWR: 7,050 lbs Payload Package	Included
STDTR	Tires: 265/70R17 BSW A/T	Included
64F	Wheels: 17" Silver Painted Aluminum	Included
A	Vinyl 40/20/40 Front Seat	N/C
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers <i>Includes auxiliary audio input jack.</i> <i>Includes:</i> - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.	Included
86A	XL Chrome Appearance Package - Option Discount <i>Includes:</i> - Wheels: 17" Silver Painted Aluminum - Chrome Front & Rear Bumpers - Fog Lamps w/Black Bezels	\$895.00 -\$500.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

08/25/2022

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 320

As Configured Vehicle (cont'd)

Code	Description	MSRP
53B	Class IV Trailer Hitch Receiver <i>Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (Includes BLIS w/trailer tow coverage where BLIS is available).</i>	\$315.00
413	Skid Plates <i>Includes fuel tank, transfer case and front differential.</i>	\$160.00
52X	Auto Start-Stop Removal	-\$50.00
67T	Integrated Trailer Brake Controller	\$275.00
PAINT	Monotone Paint Application	STD
924	Rear Window Fixed Privacy Glass	\$100.00
57Q	Rear Window Defroster	\$220.00
595	Fog Lamps w/Black Bezels	Included
68P	Snow Plow Prep Package <i>"SnowPlow" mode button will disable (load shed) the following features to maintain required electrical charge margins during plow operation/use: onboard 400W outlet, fog lamps and heated/ventilated front-seats. SnowPlow button also activates relay to snowplow controls. Note: The F-150 snowplow installation is intended for residential/personal use only.</i>	\$50.00
153	Front License Plate Bracket <i>Standard in states requiring 2 license plates, optional to all others.</i>	N/C
17C	Chrome Front & Rear Bumpers	Included
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
AS_02	Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	N/C
YZ_01	Oxford White	N/C
cab steps	Ranger/ F150 cab steps <i>black tube cab steps</i>	\$575.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

08/25/2022

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 320

As Configured Vehicle (cont'd)

Code	Description	MSRP
level	front leveling kit	\$595.00
4 leds	Front and rear LED's <i>(2) LED's mounted to front grill LED strip under tailgate</i>	\$825.00
spray in bedlin	spray in bedliner	\$595.00
mlb	mini led lightbar <i>Mini LED Amber Lightbar</i>	\$895.00
SUBTOTAL		\$51,865.00
Destination Charge		\$1,795.00
TOTAL		\$53,660.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

08/25/2022

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 320

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$44,910.00
Options	\$3,470.00
Colors	\$0.00
Upfitting	\$3,485.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,795.00
Subtotal	\$53,660.00

Pre-Tax Adjustments

Code	Description	MSRP
fleet discount	fleet discount	-\$7,470.00
Total		\$46,190.00

Customer Signature

Acceptance Date

Brentwood City Commission Agenda

Meeting Date: 02/27/2023

Ord 2023-01-Windy Hill Park Rezoning from R-2 (Suburban Residential) to SI-3 (Service Institution)

Submitted by: Bob Leeman, Planning & Codes

Department: Planning & Codes

Information

Subject

Second and Final Reading for Ordinance 2023-01, to rezone the Windy Hill Park property from the R-2 (Suburban Residential) district to the SI-3 (Service Institution: Cultural, Recreational and Governmental).

Background

The Board of Commissioners adopted the Master Plan for 52+/- acre Windy Hill Park property on November 28, 2022. This Ordinance rezones the property from R-2 to SI-3. The SI-3 district is consistent with the zoning of other City parkland.

The City Commission authorized acquisition of this site in March 2020 for the purpose of creating a passive recreation park. The property was previously owned by the Sensing family and was part of the historic Windy Hill farmstead. In addition to agriculture uses, the site also served as a small airstrip many years ago, with a small airplane hangar still remaining on the property.

In the interest of providing as much information as possible for the adjacent and surrounding neighbors, City staff waited until the Master Plan was adopted to bring forth the rezoning ordinance. This timing provides neighboring residents a clear vision of what the City intends to do with the property once it is zoned SI-3. Major elements of the adopted Master Plan include:

PARKING:

- +/- 101 parking spaces w/ necessary safety lighting for both north and south parking lots

TRAILS:

- 1 Mile Multi-Use Trail (10-foot-wide asphalt trail with 2-foot Aggregate Shoulders)
- 6,100 linear feet of secondary trails (10-foot-wide asphalt trails, no shoulders)
- (1) 400 Meter Loop Trail
- 2 Stream crossings
 - 1 Proposed Crossing
 - 1 Existing Culvert Crossing

AMENITIES:

- 1 Main 30'x20' Shelter Structure
- 1 Restroom / Storage Facility
- 1 Octagonal gazebo
- 3 Covered Single Picnic Structures
- 15 Picnic Tables
- 26 Benches
- 12 Trash Receptacles

- 4 drinking fountains
- Pre-fabricated playground w/ mulch base and shade structure
- 4-6 workout stations
- Way finding signage
- Historical education signage
- Additional shade trees

An agreement with ESP Associates for full design of the park pursuant to the Master Plan was approved on January 23, 2023. The goal is for construction to begin in the summer of 2023 with the park opening in the summer of 2024. In the 2023-28 Capital Improvements Program, \$2.7 million has been allocated for this project. This amount may need to be adjusted slightly higher given current market conditions. Any adjustments will be made in the 2024-29 Capital Improvements program.

The rezoning process has followed this schedule:

First Reading Board of Commissioners	Tuesday, January 10, 2023
Community Meeting	Thursday, February 2, 2023
Planning Commission Review	Monday, February 6, 2023
Board of Commissioners Public Hearing	Monday, February 13, 2023
Second and Final Reading Board of Commissioners	Monday, February 27, 2023

Staff Recommendation

Staff recommends approval of rezoning the Windy Hill Park property from R-2 to SI-3 as this is the appropriate zoning district for the park use.

Previous Commission Action

In March 2020, the City Commission approved Resolution 2020-02 to authorize the acquisition of 52 (+/-) acres located on Old Smyrna Road for the Windy Hill Park.

At the April 11, 2022, Board of Commissioners meeting, Resolution 2022-39 authorized an agreement with ESP Associates, Inc. for master planning services for Windy Hill Park.

At the November 27, 2022, Board of Commissioners meeting, the Board approved Resolution 2022-127 adopting the Master Plan for Windy Hill Park.

At the January 10, 2023, Board of Commissioners meeting, the Board unanimously approved Ordinance 2023-01 on first reading.

At the February 13, 2023 Board of Commissioners meeting, a public hearing was held. No members of the public spoke at the hearing.

Fiscal Impact

Attachments

Ordinance 2023-01

Vicinity map with Buffer

Windy Hill Park Aerial

Property Survey

Master Plan Presentation

ORDINANCE 2023-01

AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO AMEND THE ZONING ORDINANCE, SAME BEING CHAPTER 78 OF THE CODE OF ORDINANCES OF THE CITY OF BRENTWOOD, BY CHANGING THE PRESENT ZONING CLASSIFICATION ON CERTAIN PROPERTY LOCATED ALONG THE SOUTH SIDE OF OLD SMYRNA ROAD, BETWEEN THE NORTHERN AND SOUTHERN TERMINUS OF JONES PARKWAY, FROM THE R-2 (SUBURBAN RESIDENTIAL) DISTRICT TO SI-3 (SERVICE INSTITUTION: CULTURAL, RECREATIONAL AND GOVERNMENT) DISTRICT, SAID PROPERTY BEING MORE SPECIFICALLY DESCRIBED IN THE PROPERTY DESCRIPTION ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE BY REFERENCE, AND SHOWN ON THE MAP ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE BY REFERENCE; AND TO AMEND THE OFFICIAL ZONING MAP ACCORDINGLY

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

SECTION 1. That the present zoning classification for certain property located along the south side of Old Smyrna Road, between the northern and southern terminus of Jones Parkway, be changed from the R-2 (Suburban Residential) district to the SI-3 (Service Institution: Cultural, Recreational and Governmental) district, said property being more particularly described in the property description attached hereto as Attachment A, and being more particularly shown on Attachment B, and said attachments being made a part of this ordinance by reference.

SECTION 2. That the official zoning map be and the same is hereby amended accordingly.

SECTION 3. That this ordinance shall take effect from and after its final passage, or fifteen days after its first passage, whichever occurs later, the general welfare of the City of Brentwood, Williamson County, Tennessee, requiring it.

PASSED: 1st reading _____ PLANNING COMMISSION _____
2nd reading _____ NOTICE OF PASSAGE
Notice published in: _____
Date of publication: _____
PUBLIC HEARING
Notice published in: Williamson Herald
Date of publication: _____
Date of hearing: _____ EFFECTIVE DATE _____

MAYOR Rhea E. Little III RECORDER Holly Earls

Approved as to form:

CITY ATTORNEY Kristen L. Corn

ATTACHMENT A ORDINANCE 2023-01

Attachment A:

PROPERTY DESCRIPTION

52 ACRE CITY OF BRENTWOOD PARK TRACT FROM SENSING

BEING A TRACT OF LAND IN THE 17TH CIVIL DISTRICT OF WILLIAMSON COUNTY, BRENTWOOD, TENNESSEE AND BEING A PORTION OF

TAX MAP 29, PARCEL 43, PROPERTY OF SENSING ENTERPRISES OF RECORD IN BOOK 1493, PAGE 812 AND BEING MORE PARTICULARLY

DESCRIBED AS FOLLOWS:

BEGINNING AT A MAG NAIL AND DISK NEW SET IN THE MIDDLE OF SMYRNA ROAD AND BEING A COMMON CORNER BETWEEN THE

HEREIN DESCRIBED PARK TRACT AND THE REMAINING PORTION OF THE SENSING PROPERTY, THENCE ALONG A NEW SEVERANCE LINE FOR THE PARK TRACT AND REMAINING SENSING PROPERTY FOR THE FOLLOWING 6 CALLS

AND BEING APPROXIMATELY 5' EAST OF A 4-RAIL WOOD FENCE:

S 08 DEG. 20' 08" W, 590.76' TO AN IRON PIN NEW 5/8" WITH HFR CAP,

S 06 DEG. 23' 20" W, 335.98' TO AN IRON PIN NEW 5/8" WITH HFR CAP AND IN THE LINE OF A WOOD FENCE FROM THE EAST,

S 10 DEG. 05' 56" W, 226.71' TO AN IRON PIN NEW 5/8" WITH HFR CAP AND IN THE LINE OF A WOOD FENCE FROM THE EAST,

S 32 DEG. 22' 48" W, 145.13' TO AN IRON PIN NEW 5/8" WITH HFR CAP AND IN THE LINE OF A WOOD FENCE FROM THE EAST,

THENCE LEAVING THE 4-RAIL WOOD FENCE, S 45 DEG. 41' 01" E, 641.50' TO AN IRON PIN NEW 5/8" WITH HFR CAP,

S 84 DEG. 24' 38" E, 636.24' TO AN IRON PIN OLD IN A WOOD FENCE AND IN THE WESTERLY LINE OF LOT 3 SNEED MANOR OF RECORD IN

PLAT BOOK P67, PAGE 2,

THENCE WITH LOT 3 AND A WOOD FENCE FOR THE FOLLOWING 2 CALLS:

S 08 DEG. 51' 36" W, 242.47' TO A FENCE CORNER AND A 6' HACKBERRY TREE CORNER,

S 79 DEG. 49' 47" E, 104.35' TO AN IRON PIN NEW 5/8" WITH HFR CAP AND FENCE CORNER AND BEING THE NORTHWEST CORNER OF LOT

272 BRENTMEADE ESTATES, SECTION 12, REVISION 1 OF RECORD IN PLAT BOOK 20, PAGE 24,

THENCE WITH THE WESTERLY LINE OF LOTS 272-274 AND A WOOD FENCE, S 03 DEG. 26' 48" W, 588.85', PASSING AN IRON PIN OLD IN A

18" HACKBERRY AT 191.74' TO AN IRON PIN OLD AND WOOD FENCE CORNER, SAID CORNER BEING IN THE NORTH LINE OF LOT 81,

BRENTMEADE ESTATES, SECTION 11 OF RECORD IN PLAT BOOK 18, PAGE 75,

THENCE WITH A WOOD FENCE AND THE NORTH LINE OF LOTS 81, 78 AND A RESERVE PARCEL, N 82 DEG. 24' 49" W, 449.92', PASSING AN

IRON PIN OLD AT 147.29' TO AN IRON PIN NEW 5/8" WITH HFR CAP AND IN A ROCK WALL,

THENCE WITH A ROCK WALL AND WOOD FENCE AND THE NORTH LINE OF THE RESERVE PARCELS AND LOT 77 AND THE NORTH TERMINUS OF JONES PARKWAY, N 81 DEG. 52' 28" W, 652.22' TO AN IRON PIN OLD AND CORNER OF LOTS 137 AND 138, SECTION THREE,

CARONDELET OF RECORD IN PLAT BOOK 3, PAGE 52,

THENCE WITH THE ROCK WALL AND WOOD FENCE AND THE NORTH LINE OF LOTS 138-136 AND LOT 131 OF SAID SECTION THREE PLAT,

N 82 DEG. 04' 25" W, 638.00' TO AN IRON PIN OLD AND CORNER OF THE WOOD FENCE AND ROCK WALL ALSO BEING THE CORNER OF LOT

68 SECTION TWO, CARDONDELET OF RECORD IN PLAT BOOK 3, PAGE 25,

THENCE WITH LOTS 68-65 SECTION TWO CARONDELET AND PART OF LOT 64 SECTION ONE CARDONDELET OF RECORD IN PLAT BOOK 3,

PAGE 23 AND A ROCK WALL, N 07 DEG. 41' 52" E, 633.01' TO AN IRON PIN OLD,

THENCE CONTINUING WITH A ROCK WALL AND THE EASTERLY LINE OF LOTS 64-60 SECTION TWO, CARONDELET AND LOTS 59-57 AND

THE EAST TERMINUS OF CARONDELET PLACE RIGHT-OF-WAY AND THE EASTERLY LINE OF LOTS 32-28, SECTION ONE, SMYRNA ROAD

HOMES OF RECORD IN PLAT BOOK 3, PAGE 31, N 08 DEG. 21' 40" E, 1,812.88' TO AN IRON PIN NEW 5/8" WITH HFR CAP AND BEING 13.33'

FROM A 4" BY 4" WOOD POST OLD AS SHOWN ON FOXVIEW ESTATES OF RECORD IN PLAT BOOK 4, PAGE 81 AND BEING A COMMON

CORNER WITH LOT 28, SMYRNA ROAD HOMES, SECTION ONE AND IN THE SOUTH RIGHT-OF-WAY OF FORD DRIVE;

THENCE RUNNING WITH THE OLD ROADWAY FOR OLD SMYRNA ROAD, S 85 DEG. 10' 31" E, 494.71' TO THE POINT OF BEGINNING AND

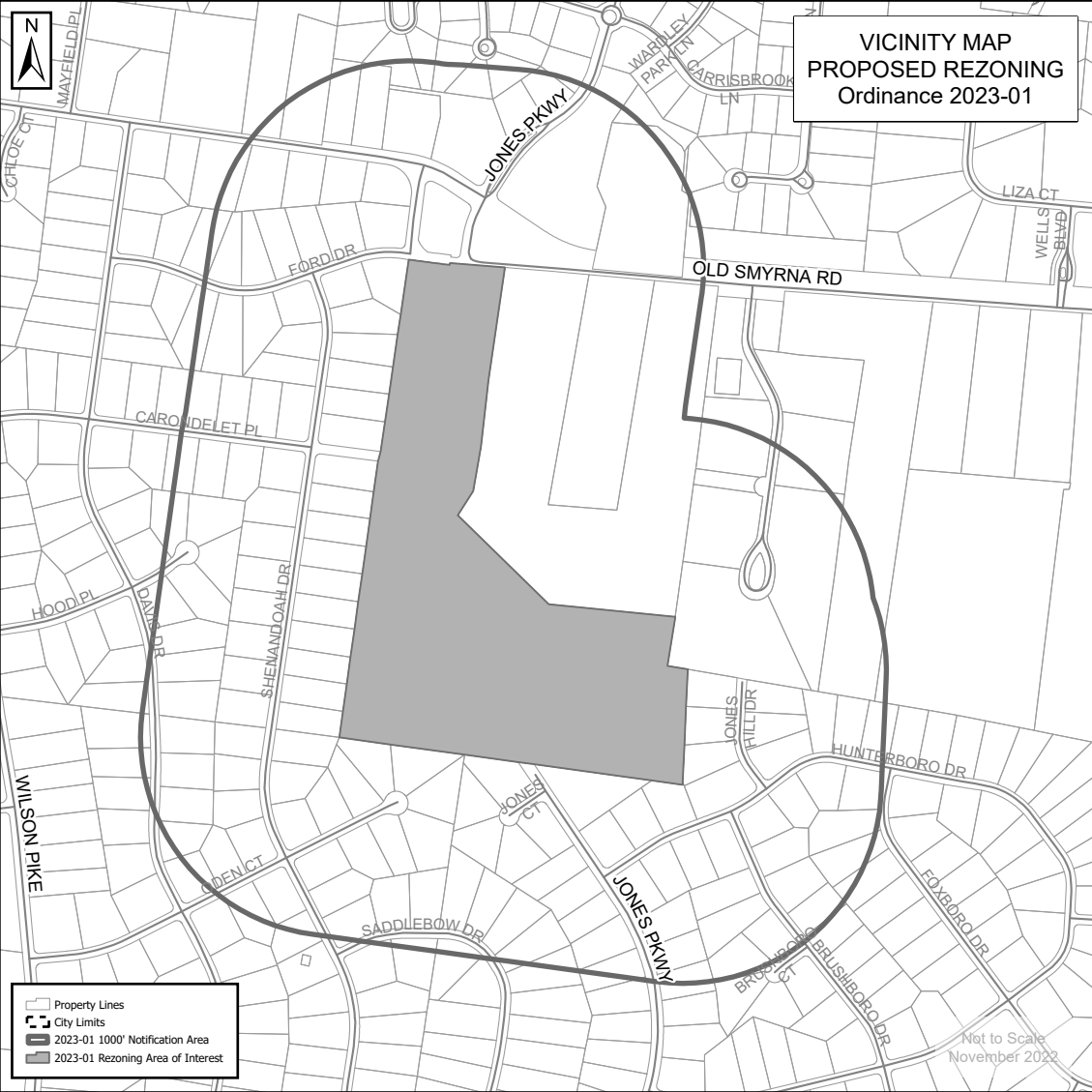
CONTAINING 2,265,120 SQUARE FEET, OR 52.00 ACRES, MORE OR LESS.

Attachment B:
Ordinance 2023-01





VICINITY MAP
PROPOSED REZONING
Ordinance 2023-01



- Property Lines
- City Limits
- 2023-01 1000' Notification Area
- 2023-01 Rezoning Area of Interest

Not to Scale
November 2023



DOUBLEDAY LN

WILSON RUN

CHLOE CT

OLD SMYRNA RD

JONES PKWY

CARRISBROOK LN

EXTON LN

LIZA CT

NINA CT

WELLS BLVD

OLD SMYRNA RD

FORD DR

CARONDELET PL

PALMER WAY

WILSON PIKE

HOOD PL

DAVIS DR

SHENANDOAH DR

STELLA VISTA CT

165 N
165 S

SUMMERFIELD DR

PINE TERRACE DR

ROLLING FORK DR

ODEN CT

SADDLEBOW DR

JONES CT

JONES PKWY

JONES HILL DR

BRUSHBORO DR

BRUSHBORO CT

HUNTERBORO DR

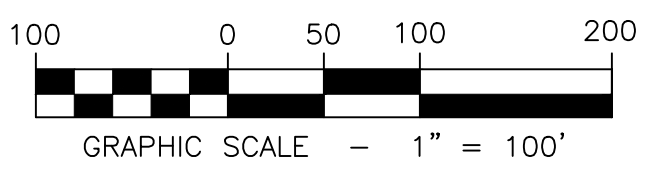
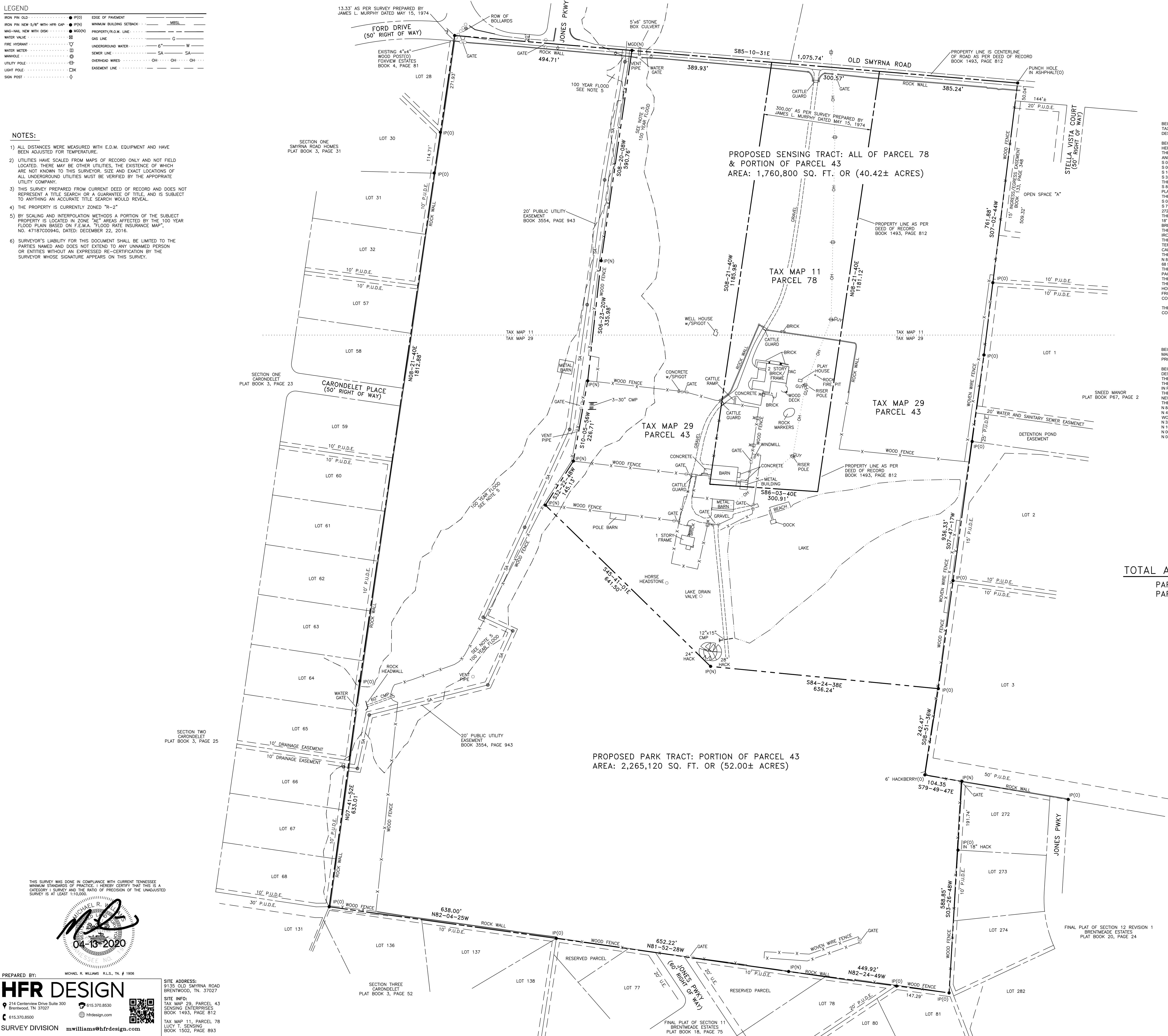
FOXBORO DR

CHEVOIT DR

LEGEND	
IRON PIN OLD	● IP(O)
IRON PIN NEW 5/8" WITH HFR CAP	● IP(N)
MAG NAIL NEW WITH DISK	● WD(O)
WATER VALVE	○
FIRE HYDRANT	⋈
WATER METER	⊞
MANHOLE	⊙
UTILITY POLE	⊕
LIGHT POLE	⊖
SIGN POST	◇
EDGE OF PAVEMENT	—
MINIMUM BUILDING SETBACK	— MBSL —
PROPERTY/R.O.W. LINE	—
GAS LINE	— G —
UNDERGROUND WATER	— 6" — W —
SEWER LINE	— SA — SA —
OVERHEAD WIRE	— OH — OH — OH —
EASEMENT LINE	—

NOTES:

- 1) ALL DISTANCES WERE MEASURED WITH E.D.M. EQUIPMENT AND HAVE BEEN ADJUSTED FOR TEMPERATURE.
- 2) UTILITIES HAVE SCALED FROM MAPS OF RECORD ONLY AND NOT FIELD LOCATED. THERE MAY BE OTHER UTILITIES, THE EXISTENCE OF WHICH ARE NOT KNOWN TO THIS SURVEYOR. SIZE AND EXACT LOCATIONS OF ALL UNDERGROUND UTILITIES MUST BE VERIFIED BY THE APPROPRIATE UTILITY COMPANY.
- 3) THIS SURVEY PREPARED FROM CURRENT DEED OF RECORD AND DOES NOT REPRESENT A TITLE SEARCH OR A GUARANTEE OF TITLE, AND IS SUBJECT TO ANYTHING AN ACCURATE TITLE SEARCH WOULD REVEAL.
- 4) THE PROPERTY IS CURRENTLY ZONED "R-2".
- 5) BY SCALING AND INTERPOLATION METHODS A PORTION OF THE SUBJECT PROPERTY IS LOCATED IN ZONE "AE" AREAS AFFECTED BY THE 100 YEAR FLOOD PLAN BASED ON F.E.M.A. "FLOOD RATE INSURANCE MAP", NO. 47187C00046, DATED: DECEMBER 22, 2016.
- 6) SURVEYOR'S LIABILITY FOR THIS DOCUMENT SHALL BE LIMITED TO THE PARTIES NAMED AND DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITIES WITHOUT AN EXPRESSED RE-CERTIFICATION BY THE SURVEYOR WHOSE SIGNATURE APPEARS ON THIS SURVEY.



PROPERTY DESCRIPTION

52 ACRE CITY OF BRENTWOOD PARK TRACT FROM SENSING

BEING A TRACT OF LAND IN THE 17TH CIVIL DISTRICT OF WILLIAMSON COUNTY, BRENTWOOD, TENNESSEE AND BEING A PORTION OF TAX MAP 28, PARCEL 43, PROPERTY OF SENSING ENTERPRISES OF RECORD IN BOOK 1493, PAGE 812 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MAG NAIL AND DISK NEW SET IN THE MIDDLE OF SMYRNA ROAD AND BEING A COMMON CORNER BETWEEN THE HEREIN DESCRIBED PARK TRACT AND THE REMAINING PORTION OF THE SENSING PROPERTY, THENCE ALONG A NEW SEVERANCE LINE FOR THE PARK TRACT AND REMAINING SENSING PROPERTY FOR THE FOLLOWING 6 CALLS AND BEING APPROXIMATELY 5' EAST OF A 4-RAIL WOOD FENCE, S 08 DEG. 20' 08" W, 590.76' TO AN IRON PIN NEW 5/8" WITH HFR CAP, S 08 DEG. 23' 20" W, 335.98' TO AN IRON PIN NEW 5/8" WITH HFR CAP AND IN THE LINE OF A WOOD FENCE FROM THE EAST, S 10 DEG. 05' 58" W, 228.71' TO AN IRON PIN NEW 5/8" WITH HFR CAP AND IN THE LINE OF A WOOD FENCE FROM THE EAST, S 32 DEG. 22' 48" W, 145.13' TO AN IRON PIN NEW 5/8" WITH HFR CAP AND IN THE LINE OF A WOOD FENCE FROM THE EAST, THENCE LEAVING THE 4-RAIL WOOD FENCE, S 45 DEG. 41' 01" E, 641.50' TO AN IRON PIN NEW 5/8" WITH HFR CAP, S 84 DEG. 24' 38" E, 636.24' TO AN IRON PIN OLD IN A WOOD FENCE AND IN THE WESTERLY LINE OF LOT 3 SNEED MANOR OF RECORD IN PLAT BOOK P67, PAGE 2, THENCE WITH LOT 3 AND A WOOD FENCE FOR THE FOLLOWING 2 CALLS: S 08 DEG. 51' 30" W, 242.47' TO A FENCE CORNER AND A 6" HACKBERRY TREE CORNER, S 79 DEG. 46' 47" E, 104.35' TO AN IRON PIN NEW 5/8" WITH HFR CAP AND FENCE CORNER AND BEING THE NORTHWEST CORNER OF LOT 272 BRENTMEADE ESTATES, SECTION 12, REVISION 1 OF RECORD IN PLAT BOOK 20, PAGE 24, THENCE WITH THE WESTERLY LINE OF LOTS 272-274 AND A WOOD FENCE, S 03 DEG. 28' 48" W, 588.85' PASSING AN IRON PIN OLD IN A 18" HACKBERRY AT 191.74' TO AN IRON PIN OLD AND WOOD FENCE CORNER, SAID CORNER BEING IN THE NORTH LINE OF LOT 81, BRENTMEADE ESTATES, SECTION 11 OF RECORD IN PLAT BOOK 18, PAGE 75, THENCE WITH A WOOD FENCE AND THE NORTH LINE OF LOTS 81, 78 AND A RESERVE PARCEL, N 82 DEG. 24' 49" W, 449.92' PASSING AN IRON PIN OLD AT 147.29' TO AN IRON PIN NEW 5/8" WITH HFR CAP AND IN A ROCK WALL, THENCE WITH A ROCK WALL AND WOOD FENCE AND THE NORTH LINE OF THE RESERVE PARCELS AND LOT 77 AND THE NORTH TERMINUS OF JONES PARKWAY, N 81 DEG. 52' 28" W, 652.22' TO AN IRON PIN OLD AND CORNER OF LOTS 137 AND 138, SECTION THREE, CARONDELET OF RECORD IN PLAT BOOK 3, PAGE 52, THENCE WITH THE ROCK WALL AND WOOD FENCE AND THE NORTH LINE OF LOTS 138-136 AND LOT 131 OF SAID SECTION THREE PLAT, N 82 DEG. 04' 23" W, 638.00' TO AN IRON PIN OLD AND CORNER OF THE WOOD FENCE AND ROCK WALL ALSO BEING THE CORNER OF LOT 69 SECTION TWO, CARONDELET OF RECORD IN PLAT BOOK 3, PAGE 45, THENCE WITH LOTS 68-65 SECTION TWO CARONDELET AND PART OF LOT 64 SECTION ONE CARONDELET OF RECORD IN PLAT BOOK 3, PAGE 23 AND A ROCK WALL, N 07 DEG. 41' 52" E, 633.01' TO AN IRON PIN OLD, THENCE CONTINUING WITH A ROCK WALL AND THE EASTERLY LINE OF LOTS 64-60 SECTION TWO, CARONDELET AND LOTS 59-57 AND THE EAST TERMINUS OF CARONDELET PLACE RIGHT-OF-WAY AND THE EASTERLY LINE OF LOTS 32-28, SECTION ONE, SMYRNA ROAD HOMES OF RECORD IN PLAT BOOK 3, PAGE 31, N 08 DEG. 21' 40" E, 145.13' TO AN IRON PIN NEW 5/8" WITH HFR CAP AND BEING 13.33' FROM A 4" BY 4" WOOD POST OLD AS SHOWN ON FOXVIEW ESTATES OF RECORD IN PLAT BOOK 4, PAGE 81 AND BEING A COMMON CORNER WITH LOT 28, SMYRNA ROAD HOMES, SECTION ONE AND IN THE SOUTH RIGHT-OF-WAY OF FORD DRIVE, THENCE RUNNING WITH THE OLD ROADWAY FOR OLD SMYRNA ROAD, S 85 DEG. 10' 31" E, 494.71' TO THE POINT OF BEGINNING AND CONTAINING 2,265,120 SQUARE FEET, OR 52.00 ACRES, MORE OR LESS.

PROPERTY DESCRIPTION

REMAINING 40.42 ACRE SENSING TRACT

BEING A TRACT OF LAND IN THE 17TH CIVIL DISTRICT OF WILLIAMSON COUNTY, BRENTWOOD, TENNESSEE AND BEING A PORTION OF TAX MAP 29, PARCEL 43, PROPERTY OF SENSING ENTERPRISES OF RECORD IN BOOK 1493, PAGE 812 AND ALL OF MAP 11, PARCEL 78, PROPERTY OF LUCY T. SENSING OF RECORD IN BOOK 1502, PAGE 883 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MAG NAIL AND DISK NEW SET IN THE MIDDLE OF SMYRNA ROAD AND BEING A COMMON CORNER BETWEEN THE HEREIN DESCRIBED PARK TRACT AND THE REMAINING PORTION OF THE SENSING PROPERTY, THENCE WITH THE CENTER OF OLD SMYRNA ROAD, S 85 DEG. 10' 31" E, 1,075.74' TO A PUNCH HOLE OLD IN ASPHALT, THENCE LEAVING OLD SMYRNA ROAD AND RUNNING WITH THE WEST LINE OF OPEN SPACE "A" AND LOT 1 OF SNEED MANOR OF RECORD IN PLAT BOOK P67, PAGE 2 AND A WOOD FENCE, S 07 DEG. 02' 44" W, 701.88' PASSING AN IRON PIN OLD AND CORNER OF LOT 1 AT 599.36', THENCE WITH LOTS 1-3 SAID SNEED MANOR AND A WOOD FENCE, S 07 DEG. 47' 17" W, 636.33' TO AN IRON PIN OLD AND CORNER OF A NEW SEVERANCE LINE FOR THE PARK TRACT AND REMAINING SENSING PROPERTY, THENCE WITH THE NEW SEVERANCE LINE FOR THE FOLLOWING 6 CALLS: N 84 DEG. 24' 38" W, 636.24' TO AN IRON PIN NEW 5/8" WITH HFR CAP, N 45 DEG. 41' 01" W, 641.50' TO AN IRON PIN NEW 5/8" WITH HFR CAP IN A WOOD FENCE AND BEING APPROXIMATELY 5' EAST OF A 4-RAIL WOOD FENCE, N 32 DEG. 22' 48" E, 145.13' TO AN IRON PIN NEW 5/8" WITH HFR CAP AND IN THE LINE OF A WOOD FENCE FROM THE EAST, N 10 DEG. 05' 58" W, 228.71' TO AN IRON PIN NEW 5/8" WITH HFR CAP AND IN THE LINE OF A WOOD FENCE FROM THE EAST, N 08 DEG. 23' 20" E, 335.98' TO AN IRON PIN NEW 5/8" WITH HFR CAP AND BEING APPROXIMATELY 5' EAST OF A 4-RAIL WOOD FENCE, N 08 DEG. 20' 08" E, 590.76' TO THE POINT OF BEGINNING AND CONTAINING 1,760,800 SQUARE FEET, OR 40.42 ACRES, MORE OR LESS.

TOTAL AREA: 4,025,920 SQ. FT. OR (92.422± ACRES)

PARCEL 78 AREA: 355,033 SQ. FT. OR (8.150± ACRES)
PARCEL 43 AREA: 3,670,887 SQ. FT. OR (84.272± ACRES)

PREPARED BY: MICHAEL R. WILLIAMS, R.L.S., TN, # 1906

HFR DESIGN

214 Centerville Drive Suite 300
Brentwood, TN 37027
615.370.8530
hfrdesign.com

SURVEY DIVISION mwilliams@hfrdesign.com

SITE ADDRESS:
9135 OLD SMYRNA ROAD
BRENTWOOD, TN 37027

SITE INFO:
TAX MAP 29, PARCEL 43
SENSING ENTERPRISES
BOOK 1493, PAGE 812

TAX MAP 11, PARCEL 78
LUCY T. SENSING
BOOK 1502, PAGE 893

BOUNDARY SURVEY
TAX MAP 29, PARCEL 43
AND
TAX MAP 11, PARCEL 78
17TH CIVIL DISTRICT
BRENTWOOD-WILLIAMSON COUNTY-TENNESSEE
DATE: 04-13-2020
HFR PROJECT NO. 2020017



WINDY HILL PARK

Final Concept Plan

Park Board

November 7, 2022

SITE MAP



PRELIMINARY CONCEPT PLAN

PARKING:

- +/- 101 parking spaces w/ lighting for both north and south parking lots

TRAILS:

- 1 Mile Multi-Use Trail (10 FT wide asphalt trail with 2 FT outer Aggregate Shoulder)
- 6,100 LF of secondary trails (10 FT wide asphalt trails, no shoulders)
- 9,100 SF of Concrete (Including the Promenade)
- (1) 400 Meter Loop Trail
- 2 Stream crossings
 - 1 Proposed Crossing
 - 1 Existing Culvert Crossing

AMENITIES:

- 1 Main 30'x20' Shelter Structure
- 1 Restroom / Storage Facility
- 1 Octagonal gazebo
- 3 Covered Single Picnic Structures
- 4 Bistro Tables and 8 chairs
- 15 Picnic Tables
- 26 Benches
- 12 Trash Receptacles
- 4 drinking fountains (3-station)
- 6 Dog Waste Stations
- Pre-fabricated playground w/ mulch base and shade structure
- 4-6 workout stations
- Way-finding signage
- Historical education signage
- Additional shade trees





PARK NORTH ENTRANCE AND AMENITIES

01. Pedestrian Entrance and Monument Sign
02. Parking (58 Parking Spaces)
03. Water Quality/Quantity Pond
04. Future Parking Expansion Area
05. 30'x20' Shelter Structure
06. 30'x20' Future Shelter Structure
07. Restrooms w/ Storage Facility
08. Bike Racks
09. Prefabricated Playground Area w/ mulch base and shade structure
10. Proposed Picnic Tables
11. Proposed Bollards



SECTION A: NTS
NORTH PEDESTRIAN ENTRANCE - LOOKING EAST

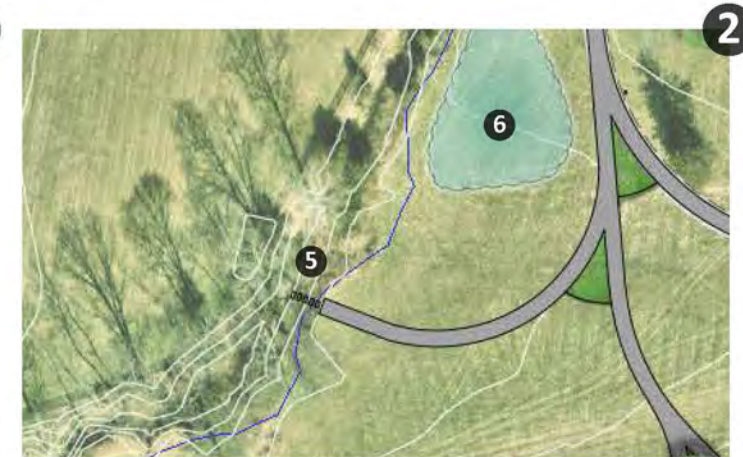


SECTION B: NTS
NORTH AMENITIES - LOOKING EAST



PARK GATHERING AREAS

01. Promenade (18' wide)
02. 400 meter Running/Walking Loop & Multi-Use Lawn
03. Existing Metal Hangar Building
04. Donor Recognition Plaza
05. Stream Stepping Stones
06. Water Quantity/Quality Pond
07. Hilltop Gazebo Structure





JONES PARKWAY SOUTH ENTRANCE AND CARONDELET PEDESTRIAN ACCESS

- 01. Carondelet Pedestrian Entrance (10' wide w/ wood fence)
- 02. Parking (43 Parking Spaces)
- 03. Quality/Quantity Pond
- 04. Trail Head Entrance
- 05. Bike Racks (4 total)
- 06. Workout Station Area (4-6 Workout Stations)

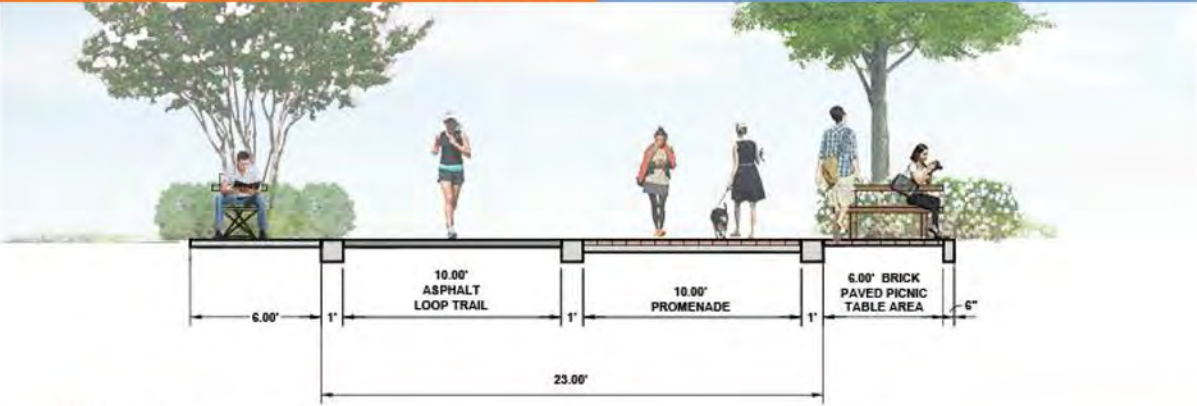


PRELIMINARY CONCEPT PLAN TRAILS



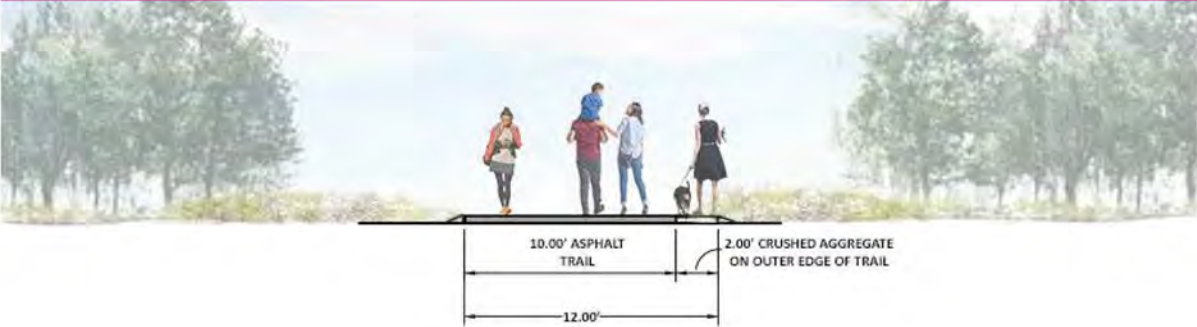
SECTION A: NTS

PROMENADE AT INTERSECTION W/ 400 METER LOOP



SECTION B: NTS

MULTI-USE TRAIL



SECTION C: NTS

CONNECTOR TRAIL



PRELIMINARY CONCEPT PLAN
TRAILS AND FURNISHINGS



SITE FURNISHINGS



STREAM CROSSING



10' MULTI-USE PATH WITH AGGREGATE SHOULDER



PRELIMINARY CONCEPT PLAN
PLAYGROUND AND SHELTERS



PLAYGROUND WITH SHADE STRUCTURE



OCTAGONAL GAZEBO



COVERED PICNIC TABLE



RESTROOM FACILITIES



30' X 20' COVERED SHELTER



PRELIMINARY CONCEPT PLAN
PROMENADE AND DEDICATION AREA



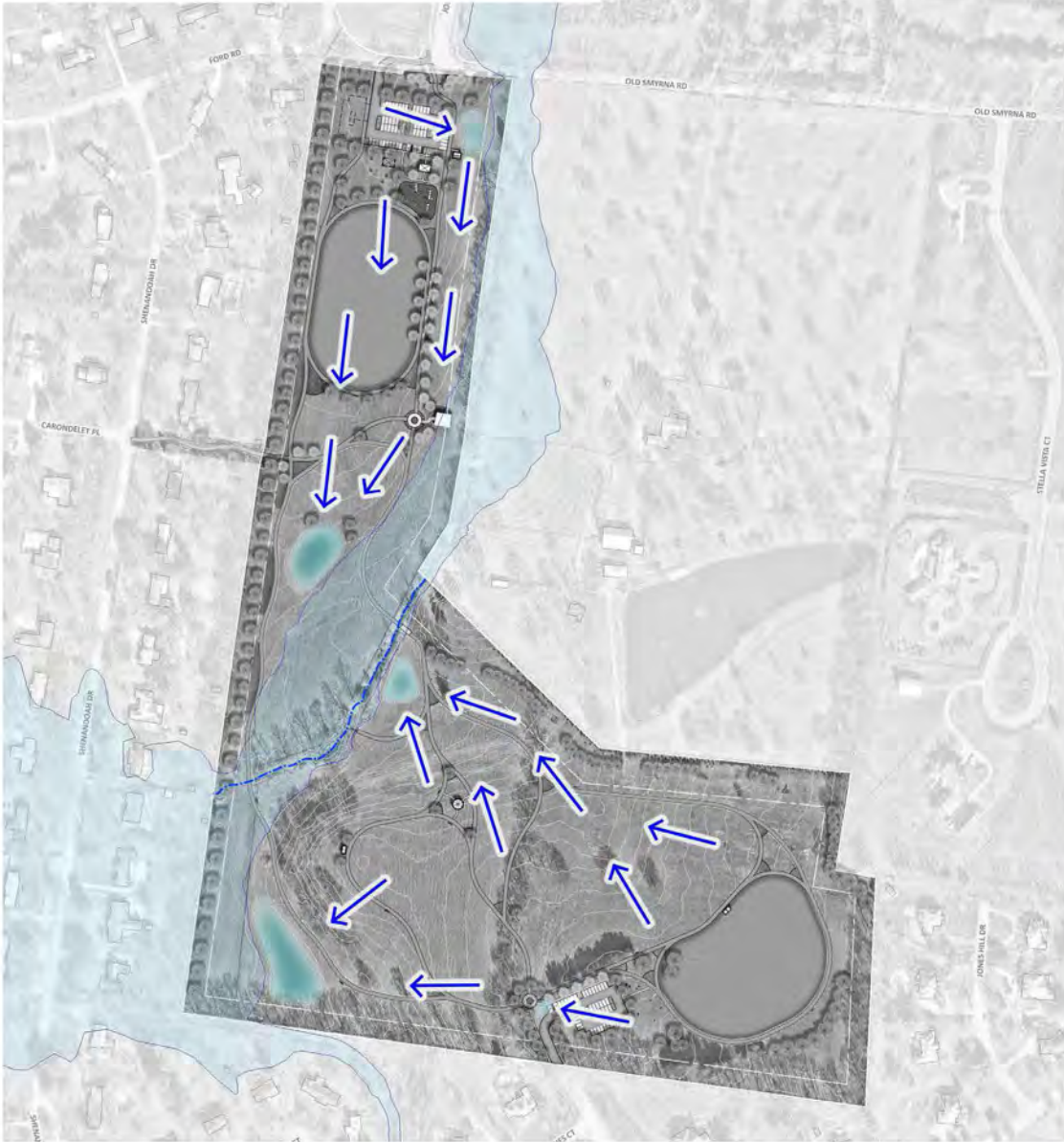
DONOR RECOGNITION PLAZA



DONOR RECOGNITION PLAZA



PRELIMINARY CONCEPT PLAN
STORMWATER



PERMEABLE PAVERS



STEPPING STONES



WATER QUALITY / QUANTITY AREAS



Brentwood City Commission Agenda

Meeting Date: 02/27/2023

Res 2023-31 - Master Agreement with SORBAMIDTN for Construction & Maintenance of Mt Bike Trails Smith Park

Submitted by: Jay Evans, Administration

Department: Administration

Information

Subject

Resolution 2023-31 authorizing a Master Agreement with SORBAMIDTN for Construction and Maintenance of Mountain Bike Trails in Marcella Vivrette Smith Park

Background

The Master Plan for Marcella Vivrette Smith Park, adopted in 2011, identified the hilly southwest corner of the park as having potential for a segregated mountain bike trail system. The City has not proceeded with development of the mountain bike trails because, as planned, access would only be available once the City initiated development of the back 80 acres as part of a future development phase of Smith Park.

In 2021 the City was approached by a group of mountain bike enthusiasts who, working in conjunction with Bike Walk Brentwood and the Southern Off-Road Bicycle Association, Middle Tennessee Chapter (SORBAMIDTN), offered to work with City staff to identify an acceptable access route from the existing developed area of the park and build the agreed upon access route to the planned mountain bike trail area. Since that time, City staff have been working with this group to develop a trail design that works in harmony with the existing pedestrian hiking trails and adequately addresses concerns for stormwater runoff. A professional trail design firm, Rock Solid Trail Contracting, was hired by the group to design the trail. That work is now complete and has been reviewed by staff.

With the trail design complete, two agreements have been drafted for the City Commission's consideration. This first agreement is designed to formalize the overall relationship between the City and SORBAMIDTN for the provision of mountain bike trails in Smith Park.

SORBAMIDTN is a 501(c)(3) non-profit organization that partners with the State of Tennessee and local governments on the construction and maintenance of mountain bike trails throughout the area. They have partnered on nine trails so far, including Percy Warner Park in Nashville, Wilkins Branch Mountain Bike Park in Franklin, and Montgomery Bell State Park in White Bluff. This "Master Agreement" does not specifically authorize the construction of the trail, but rather defines the responsibilities of the City and SORBAMIDTN in a mutually beneficial partnership for mountain bike trail construction and maintenance. The Master Agreement will renew annually unless canceled, and is to be reviewed by both parties every two years. A separate agreement will specifically authorize the construction of the trail.

The attached agreement provides for the City to make lands in Smith Park available to SORBAMIDTN for trails, utilize SORBAMIDTN for technical expertise, provide rules and regulations for trail use, coordinate construction and maintenance activities with SORBAMIDTN, approve all publications and printed materials regarding the trails, and approve any special activities/events within the trail corridors. The agreement provides for SORBAMIDTN to maintain all mountain bike trails and coordinate volunteer activities for same, provide technical assistance to the City, provide information about trail building schools and trail care crews, identify mutually beneficial projects, advocate for proper and ethical trail use by patrons, and make tools and equipment available for volunteer activities. It also requires liability waivers for volunteers, liability insurance naming the City as an additional insured, and requires SORBAMIDTN to hold the City harmless from claims or damages. SORBAMIDTN will not attempt to enforce any laws or rules while on park property. Lastly, the agreement does not obligate the City to fund any project or activity.

Please contact Assistant City Manager Jay Evans with any questions.

Staff Recommendation

Staff recommends approval of the resolution authorizing the Master Agreement with SORBAMIDTN for Construction and Maintenance of Mountain Bike Trails in Marcella Vivrette Park.

Fiscal Impact

Amount :

Source of Funds:

Account Number:

Fiscal Impact:

The proposed agreement does not obligate the City to fund any project or activity.

Attachments

Resolution 2023-31

COB Contract No. 2023-029

RESOLUTION 2023-31

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE A MASTER AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND MIDDLE TN CHAPTER OF SOUTHERN OFF ROAD BICYCLE ASSOCIATION (SORBAMIDTN) FOR THE CONSTRUCTION AND MAINTENANCE OF MOUNTAIN BIKE TRAILS IN MARCELLA VIVRETTE SMITH PARK, 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 a master agreement by and between the City of Brentwood, Tennessee and Middle TN Chapter of Southern Off Road Bicycle Association (SORBAMIDTN) for the construction and maintenance of mountain bike trails in Marcella Vivrette Smith Park, 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: _____

Approved as to form:

RECORDER

Holly Earls

CITY ATTORNEY

Kristen L. Corn

MASTER AGREEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF MOUNTAIN BIKE TRAILS IN MARCELLA VIVRETTE SMITH PARK

This agreement is entered into the 27th day of February by and between the Middle TN Chapter of Southern Off Road Bicycle Association, hereinafter referred to as **SORBAMIDTN**, and City of Brentwood, hereinafter referred to as **the City**.

A. PURPOSE:

The purpose of this agreement is to provide a framework of cooperation between SORBAMIDTN and the City to develop mutually beneficial programs, projects and bicycling activities at the local City Park level. These programs, projects and activities cover approved mountain biking areas in the Marcella Vivrette Smith Park in the City.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The City's benefits include an active partnership with SORBAMIDTN to plan, construct and maintain designated and dedicated mountain bike trails. The benefits for SORBAMIDTN through this cooperative effort are provided through the strategic planning of trail development and public service to all trail users. The mutual benefit for both parties is to provide a public service to maintain designated trails throughout the designated parks.

C. THE CITY SHALL:

1. Work with SORBAMIDTN to identify opportunities (trail projects, education and assistance) and jointly pursue such projects with the bicycle community and other local interested parties. New trail construction projects shall be specifically authorized by separate agreements.
2. Make City lands available for mountain biking and related activities, subject to applicable State laws, regulations, policy and other management direction. Said lands shall be specifically identified by separate written project authorizations.
3. Include and utilize SORBAMIDTN technical expertise in developing City programs as they relate to mountain biking.
4. Provide to the public the appropriate rules and regulations pertaining to mountain biking on COB lands.
5. Coordinate all trail maintenance and construction activities providing the proper specifications and clearances.
6. Approve all publication or printed materials intended for public distribution regarding mountain biking on COB lands.
7. Coordinate any special uses or administrative activities within designated trail corridors prior to the date of the activity.
8. Review this agreement with SORBAMIDTN no less than every 2 years and modify as necessary.

D. SORBAMIDTN SHALL:

1. Work with the City to identify appropriate partnership opportunities (trail projects, education programs) and jointly pursue such projects in conjunction with the mountain biking community and the City.
2. Maintain all mountain bike trails within Marcella Vivrette Smith Park, keeping said trail conditions consistent with approved design documents unless otherwise agreed

- to in writing by the City. This will be done by hosting Trail Workdays and Post-Storm cleanups as needed to ensure safety and rideability. SORBAMIDTN will require liability waivers, prepared by the City, to be signed by all volunteers conducting work on site. The City will have the right to inspect the liability waivers upon request.
3. Provide technical assistance to land managers and organizations involved with projects, educational activities, and mountain biking activities.
 4. Make information regarding trail building schools and Trail Care Crews available to the City.
 5. Encourage members to work with local City officials to discuss and identify opportunities for cooperative work or mutually beneficial projects or activities, when appropriate.
 6. Advocate for members and the public to follow mountain biking best practices, including "Rules of the Trail", Leave No Trace and Tread Lightly ethics programs.
 7. Provide technical expertise to the City to address mountain bike management on park lands.
 8. Provide, as available, tools & equipment for maintenance and construction needs.
 9. Offer basic mechanical assistance as needed to fellow bicyclists.
 10. Encourage safe and courteous trail use and responsible bicycling.
 11. Serve as ambassadors for the sport of mountain biking and encourage cooperation with all park users.
 12. Members will not attempt to enforce any local, state, or federal laws while on park lands.
 13. Review this agreement with the City no less than every 2 years and modify as necessary.
 14. Agree to indemnify and hold harmless COB against any and all claims, damages, actions, expenses (including court cost and reasonable attorney's fees), causes of action, suits at law or in equity, obligations, losses, liabilities and liens of any nature arising by reason of SORBAMIDTN's use of the premises or its activities conducted in connection with this Agreement, which may include any individual trail development or construction.
 15. SORBAMIDTN will maintain commercial general liability insurance with minimum coverage—at \$1 million per occurrence and \$2 million aggregate, and naming City of Brentwood as an additional insured.

E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. TENNESSEE PUBLIC RECORDS ACT. Any information furnished to the City under this instrument is subject to the Tennessee Public Records Act.
2. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
3. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the City or SORBAMIDTN from participating in similar activities with other public or private agencies, organizations, and individuals.
4. Any use or events by SORBAMIDTN outside of normal public use will require approval by the City, in writing.

F. PRINCIPAL CONTACTS.

The principal contacts for this instrument are:

Land Manager (City)	SORBAMIDTN Contact
Name: Dave Bunt, Director of Parks (or successor)	Name: Nick Shepard, President
Address: P.O. Box 788 Brentwood, TN 37024	Address: 1811 Baslia Ln Spring Hill, TN 37174
Phone: 615-371-0080	Phone:
Email: dave.bunt@brentwoodtn.gov	Email: president@sorbamidtn.org

G. NON-FUND OBLIGATING DOCUMENT: This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

H. COMMENCEMENT/EXPIRATION DATE: This instrument is executed as of the date of last signature and is automatically renewed annually on the anniversary of its signing, unless canceled or amended. Should at any time it be determined that the public's best interest would be served by the termination of the Agreement, the City in its discretion may upon thirty (30) days written notice to SORBAMIDTN terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as evidenced by the signatures below.

City of Brentwood, Tennessee
Rhea E. Little, III, Mayor

DATE

Middle TN Chapter of Southern Off Road Bicycle Association
Nick Shepard, President

DATE

Brentwood City Commission Agenda

Meeting Date: 02/27/2023

Resolution 2023-32 - Authorizing a Project-Specific Agreement for Construction of Mountain Bike Trails in Marcella Vivrette Smith Park

Submitted by: Jay Evans, Administration

Department: Administration

Information

Subject

Resolution 2023-32 - Authorizing a Project-Specific Agreement for Construction of Mountain Bike Trails in Marcella Vivrette Smith Park

Background

Under a separate agenda item, the City Commission will consider a Master Agreement with SORBAMIDTN for construction and maintenance of mountain bike trails in Smith Park. That agreement outlines the roles and responsibilities of the City of Brentwood and SORBAMIDTN in a partnership to provide the specific trails to the mountain biking public. The attached agreement will provide authorization for construction of the trail that has been designed and proposed (see Exhibit A).

The proposed bike trail consists of two areas: one that will be constructed by the City of Brentwood, and one that will be constructed by SORBAMIDTN. Due to topography, the westernmost area will present more challenges than the eastern area. It is the opinion of City staff that the western area should be constructed by a professional trail construction firm under contract with the City, and that SORBAMIDTN, with its heavy reliance on volunteer labor, should construct the eastern portion. Even though the western area will be a City-led project, SORBAMIDTN will provide technical expertise and assistance as part of their obligations under the Master Agreement.

The attached agreement provides that SORBAMIDTN is authorized to construct the eastern section of the trail at its sole expense and per the design guidelines approved by City staff. The City will retain the right to specify acceptable dates and times of work, points of ingress and egress, and the types of equipment to be used. Conflicts with other park uses and events at Ravenswood Mansion will not be permitted, and the project must be coordinated such that completion coincides with the City's completion of the western part of the trail. Any construction contracts let by SORBAMIDTN for work on the trail must include terms and conditions acceptable to the City Attorney, and liability insurance requirements are specified.

The agreement is for 18 months, which should be more than adequate to complete the project. The City may terminate the agreement with 30 days written notice if deemed necessary for the public's best interest.

Please contact Assistant City Manager Jay Evans with any questions.

Staff Recommendation

Staff recommends approval of the resolution authorizing the project-specific agreement with SORBAMIDTN.

Fiscal Impact

Amount :

Source of Funds:

Account Number:

Fiscal Impact:

The City is not obligated to expend funds for the construction of the eastern portion of the project. Construction of the western portion will be City-funded, and \$50,000 in placeholder funding was shown in the FY 2023-2028 Capital Improvements Program for that purpose. The total cost of the City's portion is not yet known, but is not expected to exceed \$150,000.

Attachments

Resolution 2023-32

Project-Specific Agreement

RESOLUTION 2023-32

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING THE MAYOR TO EXECUTE A PROJECT SPECIFIC AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND THE MIDDLE TN CHAPTER OF SOUTHERN OFF ROAD BICYCLE ASSOCIATION (SORBAMIDTN) FOR THE CONSTRUCTION OF MOUNTAIN BIKE TRAILS IN MARCELLA VIVRETTE SMITH PARK, 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 a Project-Specific Agreement for the Construction of Mountain Bike Trails in Marcella Vivrette Smith Park, by and between the City of Brentwood and Middle TN Chapter of Southern Off Road Bicycle Association (SORBAMIDTN), 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: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn

PROJECT-SPECIFIC AGREEMENT FOR CONSTRUCTION OF MOUNTAIN BIKE TRAILS IN MARCELLA VIVRETTE SMITH PARK

This agreement is entered into the 27th day of February by and between the Middle TN Chapter of Southern Off Road Bicycle Association, hereinafter referred to as **SORBAMIDTN**, and City of Brentwood, hereinafter referred to as **the City**. All terms and conditions of the Master Agreement for Construction and Maintenance of Mountain Bike Trails in Marcella Vivrette Smith Park are incorporated as if fully set forth herein.

A. PURPOSE:

The purpose of this agreement is to authorize SORBAMIDTN to construct and maintain mountain bike trails within Smith Park, pursuant to the Master Agreement and the following:

B. PARK AREA SUBJECT TO THIS AUTHORIZATION:

The lands made available to SORBAMIDTN for trail construction are depicted in Exhibit "A" hereto.

C. CONSTRUCTION WORK AUTHORIZED AND LIMITATIONS OF WORK

1. SORBAMIDTN is authorized to construct mountain bike trails at its sole expense with an alignment as depicted in Exhibit A. Design specifications shall be approved by City staff and shall include, in addition to the trail alignment, the construction methods, tree clearing limitations, and stormwater management techniques to be employed for this project.
2. All work shall be done in accordance with the plan specifications and any deviations from the design shall be approved in writing by the City.
3. Days and times of work, areas of work, points of ingress and egress for volunteer and contract workers, vehicles, and equipment, and the types of equipment used shall be subject to the approval of the Brentwood Parks Director ("Director"). The Director shall not permit work to be done that will conflict with other park activities or events at Ravenswood Mansion.
4. The Director shall have the authority to stop work at any time he or she determines the work is not consistent with the approved design standards, presents a safety or environmental hazard, or conflicts with other uses in the park.
5. SORBAMIDTN shall coordinate the project schedule such that completion of the authorized work shall substantially coincide with the completion of the City-funded trail construction project that connects to the west as depicted in Exhibit A.
6. Any contracts entered into by SORBAMIDTN for construction work at Marcella Vivrette Smith Park shall include terms and conditions acceptable to the City Attorney so as to adequately protect the City of Brentwood. This shall include a requirement for contractors to maintain commercial general liability insurance with minimum coverage at \$1 million per occurrence and \$2 million aggregate, and naming City of Brentwood as an additional insured.

D. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. TENNESSEE PUBLIC RECORDS ACT. Any information furnished to the City under this instrument is subject to the Tennessee Public Records Act.
2. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

3. **PARTICIPATION IN SIMILAR ACTIVITIES.** This instrument in no way restricts the City or SORBAMIDTN from participating in similar activities with other public or private agencies, organizations, and individuals.

E. PRINCIPAL CONTACTS.

The principal contacts for this instrument are:

Land Manager (COB)	SORBAMIDTN Contact
Name: Dave Bunt, Director of Parks (or successor)	Name: Nick Shepard, President
Address: P.O. Box 788 Brentwood, TN 37024	Address: 1811 Baslia Ln Spring Hill, TN 37174
Phone: 615-371-0080	Phone:
Email: dave.bunt@brentwoodtn.gov	Email: president@sorbamidtn.org

- F. NON-FUND OBLIGATING DOCUMENT:** This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

- G. COMMENCEMENT/EXPIRATION DATE:** This instrument is executed as of the date of last signature and shall expire 18 months from said date, unless canceled or amended. Should at any time it be determined that the public's best interest would be served by the termination of the Agreement, the City in its discretion may upon thirty (30) days written notice to SORBAMIDTN terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

Mayor, City of Brentwood
Rhea E. Little, III

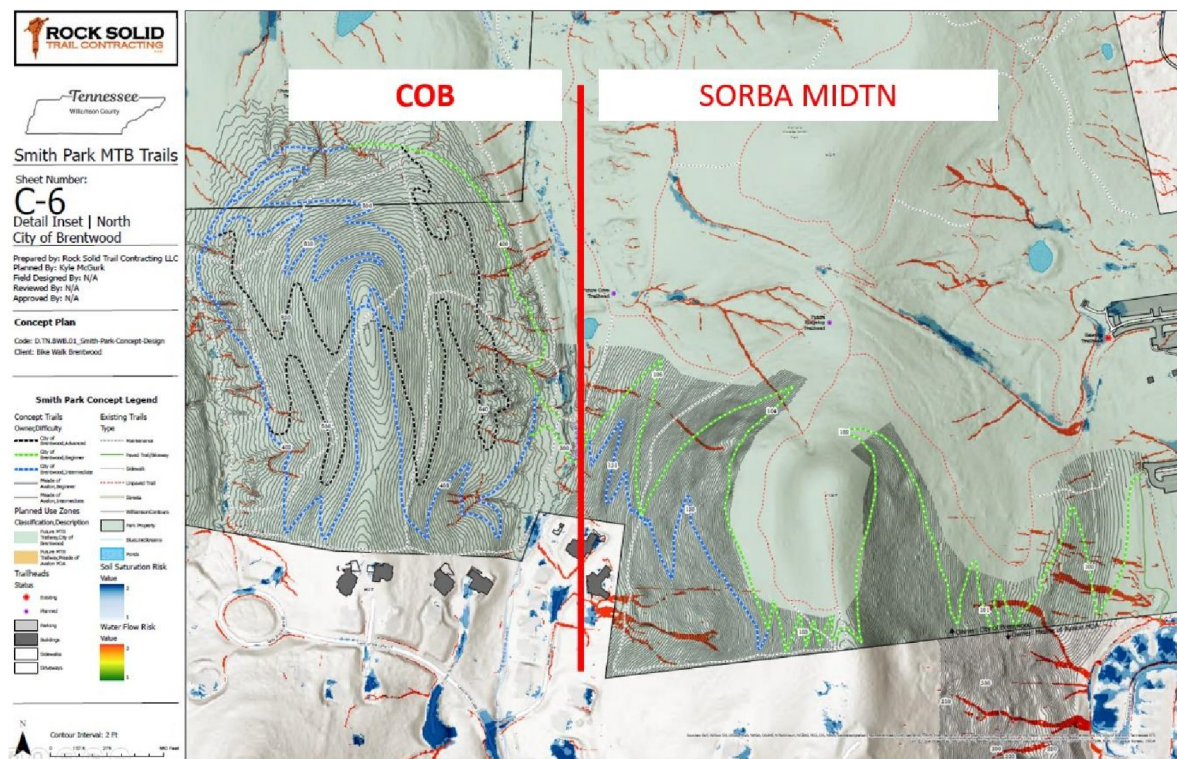
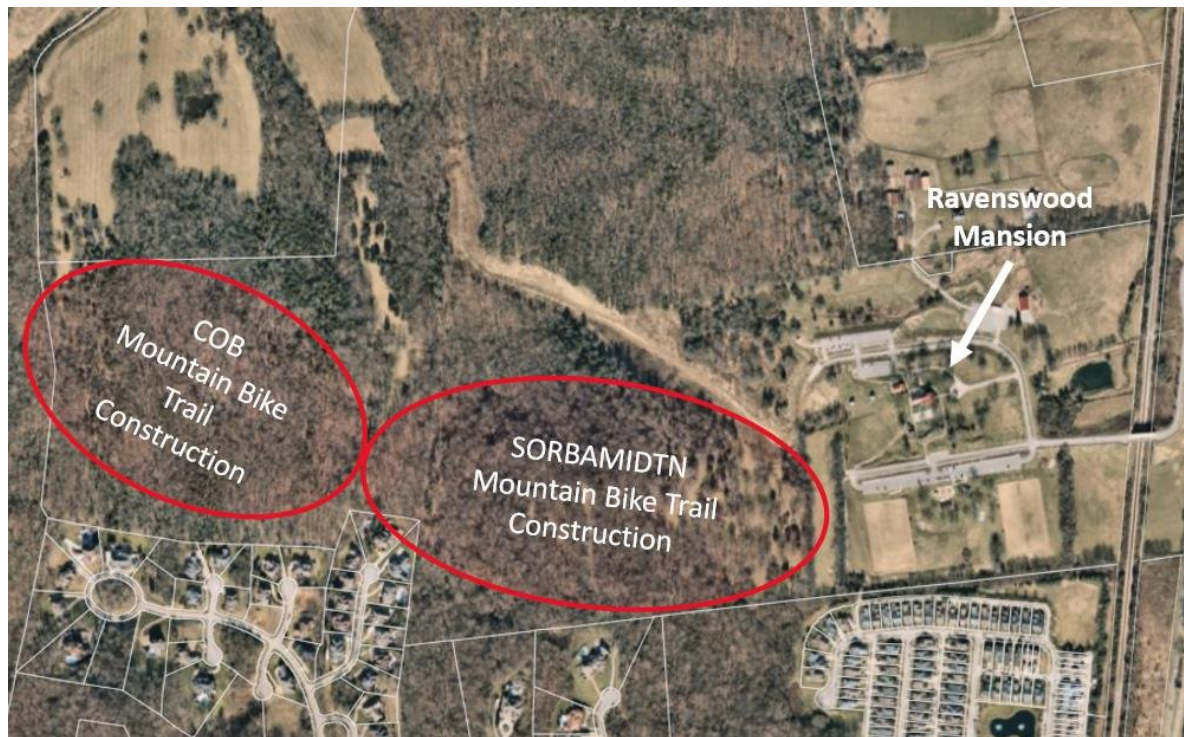
DATE

SORBAMIDTN President
Nick Shephard

DATE

Exhibit A

General Location of Lands Made Available and Proposed Trail Alignment



Brentwood City Commission Agenda

Meeting Date: 02/27/2023

Presentation of Report on Recent Debt Funding Obligation (State Form CT-0253)

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Presentation of Report on Recent Debt Funding Obligation (State Form CT-0253)

Background

The City just completed a successful competitive bond issue to partially fund the Ragsdale Road project, Windy Hill Park development and the citywide LED streetlight retrofit project. A total of six electronic bids were received for the new money bond issue. The lowest and best bid was submitted by Robert W. Baird & Co. Inc. with a true interest cost of 3.367099%.

As a follow-up to the bond closing, the City is required to complete and submit to the State of Tennessee the attached "Report on Debt Obligations" (State Form No. CT-0253) for each of the two bond issues. State law requires that these forms be presented to the City Commission at a public meeting prior to submission to the State. Note that all report information has been previously covered with the Board.

If you have any questions regarding the attached form, please contact the Finance Director.

Staff Recommendation

N/A - No formal action by the City Commission is required. This report is for informational purposes only as required by the Tennessee Comptroller.

Previous Commission Action

Resolution 2022-130 and Resolution 2022-131, authorizing the issuance of not to exceed \$8,000,000 in general obligation public improvement bonds, was approved by the City Commission on November 28, 2022.

Fiscal Impact

Attachments

CT-0253

Tennessee Comptroller of the Treasury
Division of Local Government Finance

Original Receipt Date: Feb 06, 2023

State Form No. CT-0253
Revised Effective 9/1/2021

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-134)

1. Public Entity:	
Name:	City of Brentwood, Tennessee
Address	5211 Maryland Way
	Brentwood, Tennessee 37027
Debt Issue Name:	General Obligation Public Improvement Bonds, Series 2023
If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.	

2. Face Amount:	\$ 7,770,000.00
Premium/Discount:	\$ 419,741.75

3. Interest Cost:	3.367099 %	<input checked="" type="checkbox"/> Tax-exempt	<input type="checkbox"/> Taxable
<input checked="" type="checkbox"/> TIC	<input type="checkbox"/> NIC		
<input type="checkbox"/> Variable:	Index _____ plus _____ basis points; or		
<input type="checkbox"/> Variable:	Remarketing Agent _____		
<input type="checkbox"/> Other:	_____		

4. Debt Obligation:		
<input type="checkbox"/> TRAN	<input type="checkbox"/> RAN	<input type="checkbox"/> CON
<input type="checkbox"/> BAN	<input type="checkbox"/> CRAN	<input type="checkbox"/> GAN
<input checked="" type="checkbox"/> Bond	<input type="checkbox"/> Loan Agreement	<input type="checkbox"/> Financing Lease
If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Division of Local Government Finance ("LGF").		

5. Ratings:	
<input type="checkbox"/> Unrated	
Moody's	Aaa
Standard & Poor's	AAA
Fitch	

6. Purpose:							
<input checked="" type="checkbox"/> General Government	100.00 %						
<input type="checkbox"/> Education	_____ %						
<input type="checkbox"/> Utilities	_____ %						
<input type="checkbox"/> Other	_____ %						
<input type="checkbox"/> Refunding/Renewal	_____ %						
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: black; color: white;">BRIEF DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>Streets, roads, parks, and LED lighting improvements</td> </tr> <tr> <td> </td> </tr> <tr> <td> </td> </tr> <tr> <td> </td> </tr> <tr> <td> </td> </tr> </tbody> </table>		BRIEF DESCRIPTION	Streets, roads, parks, and LED lighting improvements				
BRIEF DESCRIPTION							
Streets, roads, parks, and LED lighting improvements							

7. Security:	
<input checked="" type="checkbox"/> General Obligation	<input type="checkbox"/> General Obligation + Revenue/Tax
<input type="checkbox"/> Revenue	<input type="checkbox"/> Tax Increment Financing (TIF)
<input type="checkbox"/> Annual Appropriation (Financing Lease Only)	<input type="checkbox"/> Other (Describe): _____

8. Type of Sale:	
<input checked="" type="checkbox"/> Competitive Public Sale	<input type="checkbox"/> Interfund Loan
<input type="checkbox"/> Negotiated Sale	<input type="checkbox"/> Loan Program
<input type="checkbox"/> Informal Bid	

9. Date:	
Dated Date: 02/03/2023	Issue/Closing Date: 02/03/2023

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-134)

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2023	\$ 150,000.00	5.0000 %	2034	\$ 415,000.00	3.0000 %
2024	\$ 265,000.00	5.0000 %	2035	\$ 430,000.00	3.0000 %
2025	\$ 280,000.00	5.0000 %	2036	\$ 440,000.00	3.2500 %
2026	\$ 295,000.00	5.0000 %	2037	\$ 455,000.00	3.3750 %
2027	\$ 305,000.00	5.0000 %	2038	\$ 470,000.00	3.5000 %
2028	\$ 325,000.00	5.0000 %	2039	\$ 490,000.00	4.0000 %
2029	\$ 340,000.00	5.0000 %	2040	\$ 505,000.00	4.0000 %
2030	\$ 355,000.00	5.0000 %	2041	\$ 530,000.00	4.0000 %
2031	\$ 375,000.00	4.0000 %	2042	\$ 550,000.00	4.0000 %
2032	\$ 390,000.00	4.0000 %		\$	%
2033	\$ 405,000.00	3.0000 %		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

* This section is not applicable to the Initial Report for a Borrowing Program.

11. Cost of Issuance and Professionals:☐ No costs or professionals

	AMOUNT (Round to nearest \$)	FIRM NAME
Financial Advisor Fees	\$ 37,500	Raymond James & Associates, Inc.
Legal Fees	\$ 0	
Bond Counsel	\$ 17,500	Bass, Berry & Sims PLC
Issuer's Counsel	\$ 0	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
Paying Agent Fees	\$ 1,000	Regions Bank
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 36,750	Moody's; S&P Global Ratings
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount <u>1.19</u> %		
Take Down	\$ 92,720	Robert W. Baird & Co.
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 1,500	POS, OS, Distribution
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs	\$ 805	Cusip Service
TOTAL COSTS	\$ 187,775	

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-134)

12. Recurring Costs:
☐ No Recurring Costs

	AMOUNT (Basis points/\$)	FIRM NAME (If different from #11)
Remarketing Agent		
Paying Agent / Registrar	750/yr	Regions Bank
Trustee		
Liquidity / Credit Enhancement		
Escrow Agent		
Sponsorship / Program / Admin		
Other		

13. Disclosure Document / Official Statement:
☐ None Prepared

☒ EMMA link

<https://emma.msrb.org/P11652814-P11273035-P11700701.pdf> or

☐ Copy attached
14. Continuing Disclosure Obligations:

Is there an existing continuing disclosure obligation related to the security for this debt?

☒ Yes

☐ No

Is there a continuing disclosure obligation agreement related to this debt?

☒ Yes

☐ No
If yes to either question, date that disclosure is due Annually, June 30thName and title of person responsible for compliance Karen W. Harper, Finance Director**15. Written Debt Management Policy:**

Governing Body's approval date of the current version of the written debt management policy

11/28/2022

Is the debt obligation in compliance with and clearly authorized under the policy?

☒ Yes

☐ No
16. Written Derivative Management Policy:
☒ No derivative

Governing Body's approval date of the current version of the written derivative management policy

Date of Letter of Compliance for derivative

Is the derivative in compliance with and clearly authorized under the policy?

☐ Yes

☐ No
17. Submission of Report:

To the Governing Body:

on 02/13/2023

and presented at public meeting held on

02/13/2023

Copy to Director, Division of Local Govt Finance:

on 02/03/2023

either by:

☐ Mail to:

OR

☒ Email to:

Cordell Hull Building
425 Rep. John Lewis Parkway N., 4th Floor
Nashville, TN 37243-3400

LGF@cot.tn.gov
18. Signatures:

AUTHORIZED REPRESENTATIVE

PREPARER

Name

Rhea E. Little, IIIJeffrey A. Oldham

Title

MayorMember

Firm

City of Brentwood, TennesseeBass, Berry & Sims PLC

Email

rhea.little@brentwoodtn.govjoldham@bassberry.com

Date

02/03/202302/03/2023