

**Town of Thompson's Station  
Board of Mayor and Aldermen  
Meeting Agenda  
September 8, 2020**

**Meeting Called To Order**

**Statement By Chair Relating To Conducting The BOMA Meeting By Electronic Means Of Due To COVID-19 State Of Emergency**

Documents:

[INTRODUCTION STATEMENT FOR TS BOMA SEP 8 2020.PDF](#)

**Consent Agenda**

- a.) Consideration of the Minutes of the August 11, 2020 regular meeting.
- b.) Consideration of referral of the issue of a potential noise ordinance to the Planning Commission with a request for a Formal Recommendation to BOMA for consideration.
- c.) Consideration of referral to Town Planner and necessary professionals for a recommendation to BOMA for the use of Town Right of Way by City of Spring Hill, TN (expiring traffic signal resolution attached) for the purpose of evaluating traffic calming and related matters of mutual interest.

Documents:

[ITEM A - BOMA MINUTES 08\\_11\\_2020.PDF](#)

[ITEM C - ORDINANCE 2017-015 TEMPORARY TRAFFIC SIGNAL.PDF](#)

**Announcements**

- a.) Recognition of Appointment/Promotion within the Williamson County Rescue Squad for the service area of Thompson's Station.

**Public Comments-**

**Any citizen desiring to make a comment can submit their written comments to the Town Clerk which will be included in the meeting minutes for public perusal.** Email your comments to Town Hall at [INFO@THOMPSONS-STATION.COM](mailto:INFO@THOMPSONS-STATION.COM) with **September BOMA Public Comments** as the Subject Line. Contact the Town Clerk with any questions at (615) 794-4333 ext. 1.

**Unfinished Business:**

**1. Approval Of The Engineer's CEI Proposal.**

- a.) Professional Services Proposal - Ragan Smith - CEI Services

Documents:

[ITEM 1 -CRITZ LANE CEI\\_09-01-20 2018-190.1810\\_.PDF](#)

**2. Approve Roger's Group Contract As Low Bidder For The Critz Lane Project (To Be Provided).**

Documents:

[ITEM 2 - ROGERS AGREEMENT DRAFT CRITZ LANE.PDF](#)

**3. Approval For First Reading Of Ordinance 2020-010 Of The Town Of Thompson's Station To Amend Municipal Code Chapter 14 As To The Design Review Commission:**

- a.) Proposed Ordinance 2020-010 to Amend Title 14
- b.) TCA § 6-54-133 related to the DRC
- c.) Red-line Amendment of Title 14, Chapter 2
- d.) Ordinance 07-002 with Thompson's Station creating a DRC

Documents:

[ITEM 3 - ORDINANCE NO. 2020 TO AMEND TITLE 14 - TCA 6-54-133 - PROPOSED REVISIONS RED LINED - ORDINANCE NO. 07-002 CREATING DRC \(1\).PDF](#)

**Announcements/Agenda Requests**

**Adjourn**

**Information Only:**

**Finance Report**

Documents:

[AUGUST 2020 BOMA FINANCE REPORT.PDF](#)

*This meeting will be held remotely due to the COVID-19 Public Health Emergency and will be live streamed at 7:00 p.m. via our website [www.thompsons-station.com](http://www.thompsons-station.com)*

STATEMENT FOR THE RECORD AT START OF MEETING  
Thompson's Station Board of Mayor and Alderman

Hello and welcome to this the September 8th, 2020, Board of Mayor and Alderman meeting for the Town of Thompson's Station.

Pursuant to the Guidance from the Office of the Comptroller for the State of Tennessee and in accordance with Governor Lee's Executive Order # 60 (which was previously extended by Executive Order # 16, 34, and 51): due to the treatment and containment of COVID-19.

This Town of Thompson's Station Board of Mayor and Alderman meeting, with notice, is being held virtually and being recorded to protect the public health, safety, and welfare of the Citizens of Thompson's Station in light of the coronavirus and to continue to allow the Town to function and operate.

Further, it is the desire of the Board of Mayor and Alderman to include this determination in the minutes for this meeting.

We understand that we, the Thompson's Station Board of Mayor and Alderman, serves the Town of Thompson's Station, which is why we are currently recording this virtual meeting, broadcasting it live for public viewing and uploading and preserving it for future viewing.

**Town of Thompson’s Station  
Board of Mayor and Aldermen  
Virtual Meeting Minutes  
August 11, 2020 7:00 p.m.**

**Call to Order:**

The virtual meeting of the Board of Mayor and Alderman of the Town of Thompson's Station was called to order at 7:00 p.m. on August 11, 2020 with the required quorum. The following statement was read by Mayor Napier:

Pursuant to the Guidance from the Office of the Comptroller for the State of Tennessee and in accordance with Governor Lee’s Executive Order No. 60 (which was previously extended by Executive Orders Nos. 16, 34, and 51):

This Town of Thompson’s Station Board of Mayor and Alderman meeting, with notice, is being held virtually and being recorded to protect the public health, safety, and welfare of the Citizens of Thompson’s Station in light of the coronavirus and to continue to allow the Town to function and operate.

Further, it is the desire of the Board of Mayor and Alderman to include this determination in the minutes for this meeting.

We understand that we, the Thompson’s Station Board of Mayor and Alderman, serves the Town of Thompson’s Station, which is why we are currently recording this virtual meeting, broadcasting it live for public viewing and uploading and preserving it for future viewing.

A recording of this meeting will be available on the Town of Thompson’s Station’s web site at [thompsons-station.com](http://thompsons-station.com) within 24 hours of this meeting. Members and staff participating remotely were: Mayor Corey Napier; Alderman Shaun Alexander; Alderman Brandon Bell; Alderman Ben Dilks; Alderman Brian Stover; Town Administrator Ken McLawhon; Finance Director Steve Banks; IT Coordinator Tyler Rainey, Town Recorder/Clerk Regina Fowler and Town Attorneys Andrew Mills and Kirk Vandivort. Other attendees participating remotely were Matthew Johnson - Barge Design, Bryan Baxter, Logan Reed, Joe Griffin - Ragan Smith.

**Consent Agenda:**

**a. Consideration of the Minutes of the June 9, 2020 regular meeting.**

**b. Acknowledgement and Receipt of Williamson County Election Commission Certification of the Town of Thompson’s Station Annexation Referendum Election:**

Alderman Bell made a motion to approve the Consent Agenda a. Consideration of the Minutes of the June 9, 2020, regular meeting and b. Acknowledgement and Receipt of Williamson County Election Commission Certification of the Town of Thompson’s Station Annexation Referendum Election. The motion was seconded by Alderman Stover and carried unanimously.

**Roll Call Vote:**

	<b><u>VOTE</u></b>		<b><u>VOTE</u></b>		<b><u>VOTE</u></b>
Alderman Alexander	Yea	Alderman Bell	Yea	Alderman Dilks	Yea
Alderman Stover	Yea	Mayor Napier	Yea		
<b>Yea</b>	<b>5</b>	<b>Nay</b>	<b>0</b>	<b>Abstain</b>	<b>0</b>

Motion carried.

**Public Comments:**

None

**Unfinished Business:**

1. **Approve Second Reading of Ordinance 2020-007: An Ordinance of The Town of Thompson’s Station, Tennessee to Amend Title 18 of the Municipal Code and Ordinance 10-007 Regarding Wastewater Capacity Reservation.** A motion was made by Alderman Bell to Approve on Second Reading of Ordinance 2020-007: An Ordinance of the Town of Thompson’s Station to Amend Title 18 of the Municipal Code and Ordinance 10-007 regarding Wastewater Capacity Reservation. Alderman Stover seconded the motion and the motion passed unanimously.

**Roll Call Vote:**

	<u>VOTE</u>		<u>VOTE</u>		<u>VOTE</u>
Alderman Alexander	Yea	Alderman Bell	Yea	Alderman Dilks	Yea
Alderman Stover	Yea	Mayor Napier	Yea		
<b>Yea</b>	<b>5</b>	<b>Nay</b>	<b>0</b>	<b>Abstain</b>	<b>0</b>

Motion carried.

2. **Approve First Reading of Ordinance No. 2020-009: An Ordinance of the Town of Thompson’s Station, Tennessee to Amend the Town’s Zoning Map by Rezoning 6.19 Acres of Territory Located West of Lewisburg Pike Near the Harpeth/Peytonsville Road Intersection (BEING TAX MAP AND PARCEL 144-80.00, 144-80.02 and 144-80.03) from D1 to Community Commercial (CC) \*(Town Staff continues to recommend deferral until wastewater and other issues are resolved).** A motion was made by Alderman Stover to **Table** approval of First Reading of Ordinance No. 2020-009: An Ordinance of the Town of Thompson’s Station, Tennessee to Amend the Town’s Zoning Map by Rezoning 6.19 Acres of Territory Located West of Lewisburg Pike Near the Harpeth/Peytonsville Road Intersection (Being Tax Map and parcel 144-80.00, 144.80.02 and 144-80.03) from D1 to Community Commercial (CC). Alderman Bell seconded the motion and the motion passed unanimously.

**Roll Call Vote:**

	<u>VOTE</u>		<u>VOTE</u>		<u>VOTE</u>
Alderman Alexander	Yea	Alderman Bell	Yea	Alderman Dilks	Yea
Alderman Stover	Yea	Mayor Napier	Yea		
<b>Yea</b>	<b>5</b>	<b>Nay</b>	<b>0</b>	<b>Abstain</b>	<b>0</b>

Motion carried.

**New Business:**

3. **Approval of the Engineer’s CEI Proposal:** Alderman Bell made a motion to defer the Engineer’s CEI Proposal until the September BOMA meeting. The motion was seconded by Alderman Alexander and the motion passed unanimously.

**Roll Call Vote:**

	<u>VOTE</u>		<u>VOTE</u>		<u>VOTE</u>	
Alderman Alexander	Yea		Alderman Bell	Yea	Alderman Dilks	Yea
Alderman Stover	Yea		Mayor Napier	Yea		
<b>Yea</b>	<b>5</b>	<b>Nay</b>	<b>0</b>	<b>Abstain</b>	<b>0</b>	

Motion carried.

**4. Approval of the Bid Proposal for the Critz Lane Project – Phase One: (pending bid opening 8-10-2020).** Alderman Bell made a motion to Approve Rogers Group, Inc. as Low Bidder for the Critz Lane Project – Phase One for the bid amount of \$1,493,900.00, with the submittal of a contract for said bid project to be presented at the September BOMA meeting to enter into a contract and contingent upon construction not beginning until the approval and award of an Engineer’s CEI Proposal. Alderman Stover seconded the motion and the motion passed unanimously.

**Roll Call Vote:**

	<u>VOTE</u>		<u>VOTE</u>		<u>VOTE</u>	
Alderman Alexander	Yea		Alderman Bell	Yea	Alderman Dilks	Yea
Alderman Stover	Yea		Mayor Napier	Yea		
<b>Yea</b>	<b>5</b>	<b>Nay</b>	<b>0</b>	<b>Abstain</b>	<b>0</b>	

Motion carried.

**5. Approval of the Barge Designs’ Contract associated with the relocation of the sewer line on Critz Lane:** Alderman Stover made a motion to Approve Barge Designs Contract associated with the relocation of the sewer line on Critz Lane. The motion was seconded by Alderman Bell and the motion passed unanimously.

**Roll Call Vote:**

	<u>VOTE</u>		<u>VOTE</u>		<u>VOTE</u>	
Alderman Alexander	Yea		Alderman Bell	Yea	Alderman Dilks	Yea
Alderman Stover	Yea		Mayor Napier	Yea		
<b>Yea</b>	<b>5</b>	<b>Nay</b>	<b>0</b>	<b>Abstain</b>	<b>0</b>	

Motion carried.

**6. Approval of First Reading of Ordinance 2020-010 of the Town of Thompson’s Station to Amend Municipal Code Chapter 14 as to the Design Review Commission:** Alderman Alexander made a motion to Defer on First Reading of Ordinance 2020-010 of the Town of Thompson’s Station to Amend Municipal Code Chapter 14 as to the Design Review Commission. The motion was seconded by Alderman Bell and the motion passed unanimously.

**Roll Call Vote:**

	<u>VOTE</u>		<u>VOTE</u>		<u>VOTE</u>	
Alderman Alexander	Yea		Alderman Bell	Yea	Alderman Dilks	Yea
Alderman Stover	Yea		Mayor Napier	Yea		
<b>Yea</b>	<b>5</b>	<b>Nay</b>	<b>0</b>	<b>Abstain</b>	<b>0</b>	

Motion carried.

Mayor Napier selected the following for the DRC Committee Members:

- Carole Schneider
- Graham Russell

At the prior BOMA meeting, Alderman Dilks accused the prior Board of voting themselves an illegal pay raise according to Town Attorneys and MTAS. After a reversal from Town Attorneys and MTAS and absent of any legal challenges before a Judge, they considered the issue dead; therefore, Mayor Napier and Alderman Bell will not have to pay back any money to the Town.

Also, in regard to the results of an Ethics Hearing from a complaint filed by Alderman Dilks regarding Mayor Napier’s failure to file financial disclosures in a timely manner, the State Ethics Commission agreed with the Attorney General that the Ethics Law was violated in terms of timeliness however, since it was a first time offense there would be no civil penalty.

Brandon Bell discussed the addition of stop bars in the Tollgate Subdivision. Alderman Bell has tasked the Town Administrator, Ken McLawhon to check into the cost associated with this endeavor. Once that information has been shared with Alderman Bell, he will update BOMA.

There being no further business, the meeting was adjourned at 8:27 p.m.

---

**Corey Napier, Mayor**

---

**Regina Fowler, Town Recorder/Clerk**

**RESOLUTION 2017-015**

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO APPROVE THE USE OF TOWN RIGHT OF WAY BY THE CITY OF SPRING HILL, TENNESSEE FOR THE PURPOSE OF CONSTRUCTING A TEMPORARY TRAFFIC SIGNAL**

WHEREAS, the Town of Thompson's Station ("Town") and the City of Spring Hill ("Spring Hill") share the right of way surrounding the intersection of Buckner Lane and Thompson's Station Road East; and

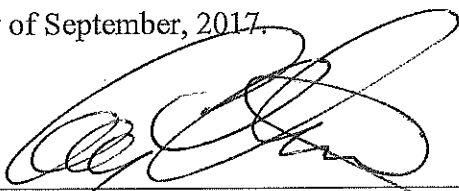
WHEREAS, Spring Hill requests permission to construct, at their expense, a temporary traffic signal at this intersection which will require the use of the Town's right of way; and

WHEREAS, the Town agrees to grant the temporary use of its right of way, subject to certain conditions; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen for the Town that Spring Hill is authorized to use the right of way on the north side of Thompson's Station Road East at the intersection of Buckner Lane for the purposes of constructing a temporary traffic signal subject to the following conditions:

1. Spring Hill shall be solely responsible for all costs related to the design, installation and maintenance of the traffic signal. Spring Hill shall be the sole owner and have complete control over the operation of the traffic signal. Spring Hill shall be solely responsible for any liability that may arise in connection with use and operation of the traffic signal; and
2. That Spring Hill's use of this right of way shall terminate 3 years from the date of this resolution. At any time within this 3-year time period, Spring Hill may remove the traffic signal from this intersection and/or Spring Hill and the Town may agree on permanent intersection improvements.

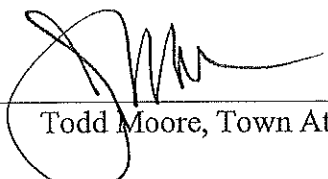
RESOLVED AND ADOPTED this 12 day of September, 2017.

  
\_\_\_\_\_  
Corey Napier, Mayor

ATTEST:

  
\_\_\_\_\_  
Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

  
\_\_\_\_\_  
Todd Moore, Town Attorney



September 1, 2020

Via Email: [kmclawhon@thompsons-station.com](mailto:kmclawhon@thompsons-station.com)

Mr. Ken McLawhon  
Town Administrator  
1550 Thompson's Station Road W  
Thompson's Station, TN 37179

**RE: PROFESSIONAL SERVICES PROPOSAL FOR  
CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES  
CRITZ LANE IMPROVEMENTS  
THOMPSON STATION, TENNESSEE**

Dear Mr. McLawhon:

**Ragan-Smith Associates, Inc.** is pleased to provide the following proposal to the **Town of Thompson's Station** for Professional CEI Services on the Critz Lane project.

## **INTRODUCTION**

**Ragan-Smith** has been asked by the **Town of Thompson's Station** to provide a scope of CEI services for the construction of the Critz Lane Improvements. Our understanding of the project has been developed from previous design services, meetings, and our current experience with and understanding of the accepted requirements for CEI per previous project experience. The scope of services for projects utilizing local funds only can be negotiated based upon the Town's need or ability to provide in-house oversight or inspection in some areas. For the purposes of this proposal, we have prepared our estimate based upon a reduced scope of services from typical TDOT Local Programs contracts.

## **PROJECT TIMELINE**

Based upon our meeting, the Town has tentatively set a construction start date in the Winter of 2021 with completion date based upon project factors including school operations and the need for lane closures and detours throughout the construction period. We have estimated an **18-month construction duration** with active inspection of roadway construction for a **14-month period** after utility relocation is complete. Generally, for a Unit Price type of Construction Contract, inspection services are required when the contractor is on site, and this duration determines the time required and associated fees. If the timeline varies, associated fees are subject to renegotiation. In addition, pre-bid and pre-construction, as well as final records and close-out activities will be required (similar to TDOT Local Programs and FHWA requirements).

## **DUE DILIGENCE**

We have developed our proposal based upon the following:

- Plans by Ragan-Smith Associates, dated July 13, 2020 for Critz Lane Improvements
- TDOT CEI Scope of Services
- TDOT Construction Inspection Guide dated May 2017
- Construction Bids received on August 10, 2020



## ASSUMPTIONS

- 18-month active roadway construction contract period (coordination only for initial 4-month utility relocation period)
- Unit price type construction contract (inspector measurement required)
- CEI services
- Survey quantity checks for earthwork
- One bid cycle
- Utility coordination (not inspection)
- Standard construction work schedule (no nighttime or weekend work)

## SCOPE OF BASIC SERVICES

### I. Construction Management and Contract Admin

#### A. Construction Management / Progress Meetings / Invoices

After award, **Ragan-Smith** will coordinate a pre-construction meeting for the project as well as a utility pre-con if needed. **Ragan-Smith** will first formalize documentation for the contract including bonds, surety, insurance, contractor plan of action, list of subs, etc., and communicate schedule, communication protocol, special events or limitations on the contractor work time (i.e. school schedules), as well as requirements for erosion prevention and sediment control (EPSC) inspection, environmental areas of concern, materials certifications, labor documentation, and other reporting.

Throughout the construction process, **Ragan-Smith** will manage the CEI portion of the contract which includes coordinating work of the contractor, the requirements of the Town, providing good communication of the status of the project, and good documentation that the project is fulfilling the Town requirements as stipulated in the plans and contract.

**Ragan-Smith** will organize, schedule and manage progress meetings held either on a monthly, bi-weekly or other basis appropriate for the contract and construction stage, and document progress, schedule, cost, environmental controls and all other critical items for the duration of the project. Construction management will include coordination with outside utility companies as necessary, with contractors, subcontractors, the Town and other stakeholders to insure progression of the contract in a safe and efficient manner for the duration of the construction period. Construction management will also include interpretation of all TDOT and local policies, specifications, standards, special provisions, and standards of practice (SOPs) as they relate to the project.

#### B. Contract Administration / Final Records

**Ragan-Smith** will manage and provide all contract administration and final records for the project generally following the standard of care established by the TDOT Local Programs Office. To this end, **Ragan-Smith** will review and document contractor and subcontractor work, payment and draw requests based upon unit price quantity checks, Engineer's monthly estimates, material certifications and records. **Ragan-Smith** will produce final records for the project which include all documentation on all construction processes, quantities, unit prices, payments, overruns, underruns, change orders, labor records, permitting, project close-out, and all other items required for the Town. **Ragan-Smith** will provide these documents in a format that can be maintained by the Town.



## II. Inspection

### A. Grading, Drainage, Paving

The project itself includes approximately 3,000± linear feet of roadway widening on Critz Lane with related earthwork, asphalt and concrete paving, utility relocations, culvert extensions, including 400' +/- on sidestreets: Paddock Park Drive and Clayton Arnold Road. A new single lane roundabout intersection will be constructed at that location as well with associated transitions, channelization, crosswalks, sidewalks, and central island. At the intersection of Lioncrest Lane and Avenue Downs Drive (proposed), left turn lanes will be added on Critz lane for turning traffic into sidestreets.

**Ragan-Smith** will provide in-the-field inspection when the contractor is on site and working. For the purposes of this proposal, we have estimated the contractor activity will vary from approximately 50% - 90% of working time. This inspection as related to grading, drainage and paving will include clearing, grubbing, unclassified earthwork, coordination of undercutting and borrow excavation, construction of drainage ditches, culverts and other facilities, and the oversight measurement and testing of pavement structure for the roadway. All acceptance testing will be completed per TDOT SOP 1-1 including concrete tested in the field, and asphalt and concrete checked for plant and material compliance as a part of acceptance testing requirements of TDOT.

TDEC requires the contractor and CEI to conduct twice weekly EPSC inspections in compliance with the SWPPP, Construction General Permit, and TDOT EPSC Manual. For this proposal, the CEI inspector will coordinate with the contractor, contractor's environmental permitting representative, and Town staff qualified to conduct EPSC device inspection to ensure that the required inspections are completed.

### B. Quantity Verification Surveys

Since earthwork is to be bid on a unit price basis and may vary from quantities shown on the plans and in the contract documents, **Ragan-Smith** will prepare a pre-construction topographic survey of the project corridor and a comprehensive topographic survey to verify the final quantities of earthwork at the end of the project. If undercut or borrow excavation is required, additional interim surveys can be added to the scope of work in coordination with the Town and the contractor.

## III. Direct Costs

Mileage and truck charges will be billed per TDOT's reimbursement rates (currently \$0.47 per mile and \$30.25 per day for truck charge).

## CONSTRUCTION SCHEDULE

**Ragan-Smith** is available to proceed with the scope of services as outlined herein upon acceptance of this proposal. Construction field oversight and inspection will be initiated based upon the actual construction contract award by the Town, which was estimated in the project timeline above.

## COMPENSATION AND FEE SCHEDULE

**Ragan-Smith** proposes to complete the above Scope of Work for the **Lump Sum Fee of \$183,175.01**. These fees are based upon the projected construction duration and pre-construction and close-out requirements. We have not included fees associated with contract extension or overtime based upon contractor convenience or inactivity. Fees will be billed monthly based upon contract completion as determined by schedule duration.



I.	Construction Management and Contract Admin	
	A. Construction Management / Progress Meetings / Invoices .....	\$ 38,604.88
	B. Contract Administration / Final Records .....	27,881.30
II.	Inspection	
	A. Grading, Drainage, Paving .....	99,279.67
	B. Quantity Verification Surveys .....	10,847.10
III.	Direct Costs ( <i>estimate</i> ).....	<u>6,562.06</u>
<b>TOTAL LUMP SUM FEES .....</b>		<b>\$183,175.01</b>

**EXCLUSIONS**


- No environmental commitments
- No utility specific inspections
- No weekend construction (contractor operations Monday – Friday)
- No redesign of plans
- No public meetings other than progress meetings and meetings with Town Staff
- No laboratory testing
- No additional bid cycles


Should additional work be required outside the Scope of Services noted above, said work will be mutually agreed to prior to commencing and billed hourly according to the **Ragan-Smith Schedule of Services and Expenses, Contract Terms and Conditions** (attached). Invoices will be submitted monthly based on a percentage of completion of the scope of services and are due and payable within 30 days of invoice date. Travel, shipping, printing, government fees and other such expenses directly related to the project will be billed at cost and are in addition to the quoted service fees above.

We appreciate the opportunity to provide this proposal to you and look forward to working with the Town of Thompson’s Station to complete this much needed project. If you agree to the terms, please sign and return a copy of this document that will serve as authorization to proceed with the work.

Sincerely,

**RAGAN-SMITH ASSOCIATES, INC.**

  
Joseph F. Griffin, P.E.  
Chief Executive Officer

  
Kenneth E. Freer, P.E., CPESC  
Vice President

JFG/KEF:djb

Attachments

**CLIENT ACCEPTANCE and AUTHORIZATION TO PROCEED:**

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

Printed/Typed Name: \_\_\_\_\_ Title: \_\_\_\_\_

RAGAN-SMITH ASSOCIATES, INC.

SCHEDULE OF SERVICES AND EXPENSES

The below hourly billing rates are valid and effective for a period of one year from the date of the signed contract unless stated differently in the project specific work agreement. Hourly rates after this period will be based on the most current Ragan-Smith rate sheet and are therefore subject to increase.

PROFESSIONAL SERVICES

Table with 2 columns: Classification, Hourly Rate. Rows include Principal (\$230.00), Senior Project Manager (200.00), Project Manager (170.00), Professional Engineer (145.00), and various other roles like Registered Landscape Architect (\$135.00).

TECHNICAL SERVICES

Table with 2 columns: Classification, Hourly Rate. Rows include Senior Designer (\$120.00), Senior Technician (115.00), Designer (105.00), Technician (105.00), and Administrative Assistant (90.00).

FIELD SURVEY SERVICES

Table with 2 columns: Classification, Hourly Rate. Rows include Survey Manager (\$110.00), Two Man Survey Crew (150.00), Three Man Survey Crew (190.00), One Man Robotic or GPS Survey Crew (150.00), and 3-D Laser Scanning Survey Crew (275.00).

CONSTRUCTION SERVICES

Table with 2 columns: Classification, Hourly Rate. Rows include Construction Manager (\$170.00), CEI Resident Engineer (145.00), Asphalt/Concrete Plant Manager (120.00), Senior Inspector (110.00), CEI Contract Specialist (105.00), and Inspector (90.00).

EXPENSES

Expenses (not limited) are not included in the service fees of this agreement unless specifically stated.

Table with 2 columns: Expense Category, Cost. Rows include Travel (Cost), Subcontracts (Cost), Sundries / Review/Submittal Fees (Cost), and Printing/reproductions (Commercial Rates).

Review/submittal fees over \$200 are to be paid by the client directly to the jurisdictional agency.

CONTRACT TERMS AND CONDITIONS

PARTIES, SERVICES, ASSIGNMENT AND ENTIRE AGREEMENT - Ragan-Smith Associates, Inc., as an independent consultant, agrees to provide consulting services to the Client for the Client's sole benefit and exclusive use.

STANDARD OF CARE - Ragan-Smith agrees to perform consulting services in accordance with the degree of care and skill ordinarily exercised by other reputable members of our profession under similar circumstances.

CONCEALED OR UNKNOWN CONDITIONS - If conditions are encountered at the site that are concealed or unknown, then Ragan-Smith will be entitled to an equitable adjustment in the contract sum or contract time or both.

OPINIONS OF COST - When requested by the Client, Ragan-Smith will use its best efforts, experience and judgment to offer an opinion of estimated construction costs.

SITE ACCESS - Client will grant or obtain free access to the site for all equipment and personnel necessary for Ragan-Smith to perform the services set forth in this Agreement.

JOB SITE SAFETY - Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the services.

INSURANCE - Ragan-Smith maintains insurance coverage including Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Errors and Omission Insurance.

LIMITATION OF LIABILITY - In recognition of the relative risks and benefits of the project to both the Client and Ragan-Smith, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the total aggregate liability of Ragan-Smith and its sub-consultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, to \$50,000 or Ragan-Smith's total fee for services rendered on the project, whichever is greater.

WAIVER OF CONSEQUENTIAL DAMAGE - Ragan-Smith and Client waive their right to recover consequential damages against each other, and Ragan-Smith and Client do hereby release each other from consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

PAYMENT TERMS - Client will be invoiced once each month for services performed during the preceding period. If payment is not received within thirty (30) days of the invoice date, the Client agrees to pay a service charge on the past due amount of one and one half percent (1 1/2%) per month compounded monthly.

LIEN RIGHTS - The parties agree that the design services provided by Ragan-Smith under this Contract will improve the value of the real property, regardless of whether any physical improvements are made to the property in furtherance of Ragan-Smith's services.

DISPUTE RESOLUTION/MEDIATION - In an effort to resolve any disputes that arise during or subsequent to the performance of services outlined in this Agreement, the Client and Ragan-Smith agree to submit all such disputes to mediation prior to the commencement of litigation.

TERMINATION - The Agreement may be only terminated for cause upon seven (7) days of written notice. In the event of termination, Ragan-Smith will be entitled to compensation for all services provided and expenses incurred up to and including the termination date.

**Town of Thompson Station  
Critz Lane Improvements CEI  
Locally Funded**

**Schedule 1 - Man-Day Staffing Schedule**

	Pre-Con	1-Aug-20	1-Sep-20	1-Oct-20	1-Nov-20	1-Dec-20	1-Jan-21	1-Feb-21	1-Mar-21	1-Apr-21	1-May-21	1-Jun-21	1-Jul-21	1-Aug-21	1-Sep-21	1-Oct-21	1-Nov-21	1-Dec-21	1-Jan-22	1-Feb-22	1-Mar-22	1-Apr-22	1-May-22	Total Man-Days (MD) Total	Total Labor Hours (MDx8)
<b>Calendar Days</b>	0	31	30	31	30	31	31	28	31	30	31	30	31	31	30	31	30	31	31	28	31	30	31	<b>669.00</b>	<b>na</b>
<b>Contractor Working Days</b>	0	0	23	22	22	24	22	21	24	22	22	23	22	23	23	22	23	23	22	21	24	21	23	<b>472.00</b>	<b>na</b>
Project Manager/Engineer																								0.0	-
CEI Manager			1.0	1.0	1.0	1.0	2.8	2.6	3.0	2.8	2.8	2.9	2.8	2.9	2.9	2.8	2.9	2.9	2.0	2.0	2.0	2.0	2.0	47.8	382.00
Sr. Inspector																									-
Inspector			0.5	0.4	0.4	0.5	0.9	3.2	9.6	14.3	19.8	20.7	19.8	20.7	18.4	13.2	9.2	4.6	2.0	1.9	2.4	2.1	2.3	166.8	1,334.56
EPSC Inspector																									-
Contract Specialist			1.0	1.0	1.0	1.0	2.8	2.6	3.0	2.8	2.8	2.9	2.8	2.9	2.9	2.8	2.9	2.9	2.0	2.0	2.0	2.0	2.0	47.8	382.00
LA Inspector																									-
Survey Crew				3.0																			3.0	6.0	48.00
CADD				3.0																			3.0	6.0	48.00

**Schedule 2 - Vehicle Schedule**

	Pre-Con	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Total Mileage (Home Office to Project)	Total Truck Days (On Project)		
<b>Vehicle Mileage Based (30 mile office to site distance)</b>																											
CEI Manager	0	0	60	60	60	60	165	158	180	165	165	173	165	173	173	165	173	173	120	120	120	120	120		2,865.00		
EPSC Inspector																										-	
Contract Specialist																										-	
LA Inspector																										-	
Survey Crew	0	0	0	180	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	180	360.00		
<b>Total</b>																									3,225.00		
<b>*Daily Usage per TDOT Rates (per day rate)</b>																											
CEI Manager																										-	
Sr. Inspector																										-	
Inspector	-	-	0	0	0	0	1	3	10	14	20	21	20	21	18	13	9	5	2	2	2	2	2		166.82		
LA Inspector																										-	
CADD																										-	
<b>Total</b>																									166.82		



**Town of Thompson Station  
Critz Lane Improvements CEI  
Locally Funded**

**Schedule 3 - Direct Labor Schedule**

<b>Home Office Overhead</b>		( A )	( B )	( C )	( D )	( E )	( F )	( G )	( H )
		Base Hours	Overtime Hours	Total Hours Worked	Hours for Premium Calcs.	Total Hours Paid	Pay for Premium Labor	Hourly Rate	Total Amount Paid for OH Calcs.
<b>Staffing</b>									
Project Manager/Engineer		0.00	0.00	0.00	0.00	0.00	\$0.00		\$0.00
CEI Manager		382.00	0.00	382.00	0.00	382.00	\$0.00	\$36.00	\$13,752.00
Sr. Inspector									
Inspector									
EPSC Inspector		0.00	0.00	0.00	0.00	0.00	\$0.00		\$0.00
Contract Specialist		382.00	0.00	382.00	0.00	382.00	\$0.00	\$26.00	\$9,932.00
LA Inspector									
Survey Crew		48.00	0.00	48.00	0.00	48.00	\$0.00	\$46.50	\$2,232.00
CADD		48.00	0.00	48.00	0.00	48.00	\$0.00	\$34.00	\$1,632.00
							\$0.00	Sub-Total	\$27,548.00

<b>Field Office Overhead</b>		( A )	( B )	( C )	( D )	( E )	( F )	( G )	( H )
		Base Hours	Overtime Hours	Total Hours Worked	Hours for Premium Calcs.	Total Hours Paid	Pay for Premium Labor	Hourly Rate	Total Amount Paid for OH Calcs.
<b>Staffing</b>									
Project Manager/Engineer									
CEI Manager									
Sr. Inspector									
Inspector		1334.56	0.00	1334.56	0.00	1334.56	\$0.00	\$26.50	\$35,365.84
EPSC Inspector									
Contract Specialist									
LA Inspector									
Survey Crew									
							\$0.00	Sub-Total	\$35,365.84

<b>Total Labor for Home Office Overhead Calculation</b>	<u><b>\$27,548.00</b></u>
<b>Total Labor for Field Office Overhead Calculation</b>	<u><b>\$35,365.84</b></u>
<b>Total Premium Labor</b>	<u><b>\$0.00</b></u>

**Schedule 4 - Direct Cost Schedule**

ITEM	DESCRIPTION	QUANTITY	UNIT COST	MONTHS	COMMENTS/CALCULATIONS	COST/MONTH	TOTAL COST
	Office Staff Mileage	3,225.00	\$0.47				\$1,515.75
	Staff Vehicle Truck Charges (per day basis)	166.82	\$30.25				\$5,046.31
<b>TOTAL DIRECT COSTS</b>							<b>\$6,562.06</b>





Town of Thompson Station  
Critz Lane Improvements CEI  
Locally Funded

**Schedule 5 - Labor, Overhead, Fee, Direct Cost Summary**

A. Total Home office labor (from Schedule 3 - Direct Labor Schedule).....	\$	27,548.00
B. Total Field office labor (from Schedule 3 - Direct Labor Schedule).....	\$	35,365.84
C. Total Labor (Home and Field ) .....	\$	62,913.84
D. Federal Home office Audited Overhead rate of :           164.31%   (164.31% x A).....	\$	45,264.12
E. Federal Field office Audited Overhead rate of :           140.00%   (140% x B).....	\$	49,512.18
F. TOTAL DIRECT LABOR AND OVERHEAD (C + D + E).....	\$	157,690.13
G. TOTAL FEE ( F x 12.0%).....	\$	18,922.82
H. Premium labor (Schedule 3 - Direct Labor Schedule).....	\$	-
I. Direct costs (Schedule 4 - Direct Cost Schedule).....	\$	6,562.06
<b>Total Direct Labor, Overhead, Premium Labor, and Direct Cost (F + H + I)</b>		<b>\$164,252.19</b>
<b>Total Fee (G)</b>		<b>\$18,922.82</b>
<b>TOTAL COST PROPOSAL</b>		<b>\$183,175.01</b>
<b>TOTAL CONSTRUCTION BID AWARD</b>		<b>\$1,493,900.00</b>
<b>CEI FEES AS PERCENTAGE OF CONSTRUCTION ESTIMATE</b>		<b>12.3%</b>

# PROPOSAL CONTRACT

CRITZ LANE IMPROVEMENTS

THOMPSON'S STATION, TENNESSEE



AUGUST 2020

**PROPOSAL CONTRACT  
CRITZ LANE IMPROVEMENTS PROJECT  
CONTRACT NO: \_\_\_\_\_  
TOWN OF THOMPSON'S STATION, TENNESSEE**

**TABLE OF CONTENTS**

<b>SECTION I</b>	<b>PAGES</b>
Table of Contents	I.1.1
Notice to Bidders	I.1.2 – I.1.3
Instruction to Bidders	I.2.1 – I.2.7
Bid Form	I.3.1 – I.3.9
Bid Bond Form	I.4.1 – I.4.2
Performance/Payment Form	I.5.1 – I.5.3
Statement of License Certificate	I.6.1
Drug Free Workplace Affidavit	I.6.2
Non-Collusion Affidavit	I.6.3
Indemnification Agreement	I.6.4
Agreement Form	I.7.1 – I.7.2
General Conditions	I.8.1 – I.8.22
Supplementary Conditions	I.9.1 – I.9.2
Insurance Requirements	I.10.1 – I.10.8
 <b>SECTION II – GENERAL SPECIFICATIONS</b>	 <b>PAGES</b>
TDOT Special Provisions (If Required)	N/A
 <b>SECTION III – PERMITS</b>	 <b># of PAGES</b>
 <b>Appendix</b>	 <b># of PAGES</b>
Notice of Award	1
Notice to Proceed	1
Application for Payment	3
Request for Construction Change	2
Request for Information (RFI)	1
Notice of Warranty Period	1

**ATTENTION**

It shall be the bidder's responsibility to confirm that the Proposal Contract contains all the documents indicated on the Table of Contents. Should any omissions occur, the appropriate documents may be obtained from the Town of Thompson's Station, upon request.

## NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Town of Thompson's Station, Tennessee will receive sealed bids in the Thompson's Station Town Hall (1550 Thompson's Station Road W, Thompson's Station, TN 37179), until **10:00 a.m., August 10, 2020**, at which time the bids will be publicly opened and read aloud for the following project:

### **CRITZ LANE IMPROVEMENTS PROJECT CONTRACT NO: \_\_\_\_\_**

**The Project generally consists of the furnishing of all materials, equipment and labor for the construction of approximately 3,200 linear feet of two-lane roadway and a roundabout at the intersection of Clayton Arnold Road and Critz Lane. Construction includes construction of turn lanes into Avenue Downs and Canterbury developments, pavement marking, signing and necessary drainage and stormwater appurtenances.**

A pre-bid meeting will be held in the Thompson's Station Community Center (1555 Thompson's Station Road West, Thompson's Station, TN 37179) at **10:00 a.m. on Monday, July 27, 2020.**

Copies of Contract Documents and Plans may be viewed at the Thompson's Station Town Hall, 1550 Thompson's Station Road W, Thompson's Station, TN 37179.

Digital Copies in PDF format of Contract Documents and Plans are available on the Town of Thompson's Station website and may also be obtained from Mr. Brandon Baxter, 615-244-8591, [bbaxter@ragansmith.com](mailto:bbaxter@ragansmith.com), Ragan-Smith Associates, 315 Woodland Street, Nashville, Tennessee 37206.

Each bid must be submitted on the Bid Form(s) provided in Bid Documents along with the other documents required, including but not limited to the Drug Free Affidavit as required by T.C.A. § 50-9-113, and either accompanied by a Bid Bond Form, properly executed on the form provided or a Certified Check or Cashier's Check drawn on a National or Tennessee Bank in the amount of 5% of the Total Bid Price.

The envelope containing the vendor's bid must be sealed and contain on the face of the envelope the word "BID", the name of the Project, Bidder's Name, License Number, Classification and Expiration Date in accordance with State law (TCA § 62-6-119). Electrical, Plumbing, Heating, Ventilation, and Air Conditioning as well as any additionally required Subcontractors' Name, License Number, Classification and Expiration Date in accordance with State Law (TCA § 62-6-119), and the Time and Date of the Bid Opening shall also appear on the envelope. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

All Bidders' must be licensed contractors as required by the Contractor Licensing Act of 1976 (TCA Title 62, ch.6). All Prime Contractors must be prequalified with the Department of Transportation in accordance with Section 54-5-117 of the "Tennessee Code Annotated" and Tennessee Department of Transportation Rule 1680-5-3 prequalification of contractors before biddable proposals will be furnished.

The Town of Thompson's Station hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation, and will not be discriminated against on the grounds of age, race, color, religion, national origin, sex or disability in consideration for an award. No Disadvantaged Business Enterprise (DBE) goal has been set on this contract. However, the use of DBE or minority/women owned firms are encouraged.

The Town of Thompson's Station is an equal opportunity affirmative action employer, drug-free, with policies of nondiscrimination on the basis of race, sex religion, color, national or ethnic origin, age disability, or military service.

Bids received more than ninety-six (96) hours, excluding Saturdays, Sundays, and holidays before the time set for opening of bids, as well as bids received after the time set for opening of bids, shall not be considered and will be returned unopened.

The governing body of the Town of Thompson's Station, Tennessee shall reserve the right to reject any and all bids if said body deems it necessary in the best interest of the citizens of Thompson's Station, Tennessee. Bids lacking required documents or not submitted in accordance with Tennessee State Bidding Laws will be rejected and may subject bidder to a ban from submittal on future Town of Thompson's Station projects. For additional information call Regina Fowler, Town Clerk, at (615) 794-4333.

**END OF NOTICE TO BIDDERS**

## **INSTRUCTIONS TO BIDDERS**

### **1. Defined Terms**

Terms used in these Instructions to Bidders shall have the meanings assigned to them as stated in Article 2 of the General Conditions.

### **2. Qualifications of Bidders**

The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. Such information and data shall be submitted to the Owner within five days of receipt of the Owner's written request. The Owner reserves the right to reject any Bid if evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

Where local, state, or federal law requires the Contractor performing the work to be licensed, the Bidder shall be properly qualified according to said laws and shall furnish to the Owner such evidence of qualifications at the time the Bid is submitted.

### **3. Examination of Contract Documents and Site**

Before submitting his Bid, each Bidder must (a) examine the Contract Documents thoroughly; (b) visit the site to familiarize himself with local conditions that may in any manner affect performance of the Work; (c) familiarize himself with federal, state, and local laws, ordinances, rules, and regulations affecting performance of the Work; and (d) carefully correlate his observations with the requirements of the Contract Documents.

Reference is made to the General Requirements (Section II) for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by Engineer in preparing the Drawings and Specifications. Owner will make copies of such surveys and reports available to any Bidder requesting them. Before submitting his Bid, each Bidder will, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his Bid price for performance of the Work within the terms of the Contract Documents.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 3. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Agreement.

### **4. Interpretations and Addenda**

All questions about the meaning or intent of the Contract Documents shall be submitted to Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the bidding documents. Questions received less than three days prior to the date for opening of Bids will not be answered. Only questions answered

by formal written Addenda will be binding. Oral and other interpretations of clarifications will be without legal effect. All Addenda so issued shall become part of the Contract Documents.

Addenda to the Contract Documents will be acknowledged by all bidders. Failure to acknowledge receipt of Addendum Letters is grounds for rejection.

## **5. Bid Security**

Each Bid must be accompanied by Bid Security in the form of cash, certified check of the bidder, or a Bid Bond prepared on the Bid Bond Form attached hereto, duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Owner (those named on the current list of “Surety Companies Acceptable on Federal Bonds” as published by the Audit Staff Bureau of Accounts, U.S. Treasury Department will be acceptable to the Owner unless the Bidder receives written notification to the contrary from the Owner at least 5 days prior to the date for the opening of Bids.) Attorneys-in-Fact who sign Bid Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

The Bid Security shall be in the amount of 5% of the Bid. The Bid Security of the accepted Bidder will be retained until he has executed the Agreement and has furnished the required Contract Security. If the accepted Bidder fails to execute and deliver the agreement and furnish the required Contract Security within 10 days of the issuance of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.

The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earliest of the fifth day after the executed Agreement is delivered by Owner to Contractor and the required Contract Security is furnished or the expiration of the time specified for the Bids to Remain Open. After such date, any Bid Security will be returned upon demand of the Bidder. Bid Security of other Bidders will be returned within 5 days of the Bid opening.

Bid Security in the form of a Bid Bond will not normally be returned to Bidder unless specifically requested by Bidder. Cash or certified check will be returned according to the above-stated procedures.

## **6. Issuance of Bidding Documents**

The town will issue contract documents and plans in a PDF format at no cost to the contractors. It will be the contractor’s responsibility to complete any printing as they deem necessary. See Notice to Bidders for more information.

When two or more contractors wish to bid together in a joint venture, each contractor will be required to make a written request for such a bid to the Town of Thompson’s Station. This request shall be signed by an authorized signatory of each firm.

Requests for joint venture bids may be made in person or by telephone. However, the bid for said joint venture will not be issued until the request in writing, as set forth above, is received by

the Town of Thompson's Station. The Town reserves the right to reject joint ventures at their discretion.

**7. Rejection of Bids**

Bids will be rejected as irregular if, prior to the formal opening of the bid, all of the following documents have not been signed: (1) the bidder shall sign by written signature the Bid form, (2) the bidder shall sign by written signature the Bid Certification form, (3) the bidder shall sign by written signature the Bid Bond form or the Bid Security, whichever is applicable, (4) the Agent or Attorney-in-Fact representing a Surety Company shall sign by written signature the Bid Bond, if applicable. In addition, Bid Proposals will be rejected if any of the above signatures are a reproduced copy, such as, but not limited to a photostatic copy or a facsimile transmission. An original, dated and valid Power of Attorney for the Attorney-in-Fact must accompany the Bid Proposal and the Contract. The accompanying Power of Attorney must be dated, and the date must be the exact same date as the date on the Bid Bond. The Bid Proposal and the Bid Bond, including the attached Power of Attorney, shall be valid and binding for 60 days subsequent to the date of opening bids.

Bid Proposals shall be completed on the forms as issued. Proposals will be rejected as being irregular if they (1) are not prepared on the prescribed forms; (2) show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind; (3) or if they fail to contain a unit price for each item listed. Bid Proposals shall be completed on the forms as issued. Proposals containing forms not issued by the Town of Thompson's Station may be subject to rejection.

Reasonable grounds for believing that there has been collusion among the Bidders will be cause for rejection of all proposals in which the Bidders involved are interested.

**8. Contract Time**

The number of days for the completion of Work (Contract Time) is set forth in the Bid Form and will be included in the executed Agreement. Bidder must agree to start work on or before a date to be specified in a written Notice to Proceed by the Owner and to fully complete the Work within the stated Contract Time. Bidder must agree also to pay as liquidated damages the sum specified in the Bid Form and to be included in the executed agreement for each day beyond the specified Contract Time that the Work remains incomplete. Any provisions for liquidated damages are set forth in the Contract Documents.

**9. Subcontractors**

The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a Subcontract under the Agreement must be acceptable to the Owner. No part of the Agreement may be subcontracted without the prior written approval of the Owner.

If the Supplementary Conditions require the identity of certain Subcontractors and/or other persons and/or organizations to be submitted to Owner in advance of the Notice of Award, the apparent low Bidder and any other Bidder so requested will, within 7 days after the day of the Bid opening, submit to Owner a list of all Subcontractors and/or other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for



those portions of the Work as to which such identification is so required. Said list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person, and/or organization if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, person, or organization, he may, before giving the Notice of Award, request the apparent low Bidder to submit an acceptable substitute without an increase in his Bid price. If the apparent low Bidder declines to make any such substitution, he will not thereby sacrifice his Bid Security. Any Subcontractor, other person, or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer. Contractor shall not be required to employ any Subcontractor, other person, or organization against whom he has reasonable objection.

**10. Bid Form**

The Bid Form is included in the Contract Documents; additional copies may be obtained from the Engineer. Bidders will be charged the reproduction cost of such additional copies.

Each Bid must be submitted on the prescribed Bid Form with all blank spaces for bid prices completed in ink or typewritten. Both unit prices and total prices shall be entered on the Bid Form and in case of discrepancies, the unit prices shall take precedence. Where space is provided in the Bid Form for entry of a price in words, such entry shall be made; and in case of discrepancy between words and numerals, words will take precedence.

Bid Form must not be detached from this Proposal Contract. Bid Form shall not be altered in any way by the Bidder. Such shall constitute an irregular Bid and could result in rejection of the Bid by the Owner.

Bid shall be submitted on a lump sum or unit price basis as shown on the Bid Form. Unless otherwise stated on the Bid Form or in the Invitation to Bid, the Bid requested shall include furnishing all labor, tools, equipment, and materials necessary to complete the Work as described in the Contract Documents.

If the Bid Form is a unit price format, the quantities included represent the Engineer's best estimate of the quantities necessary to complete the Work but are subject to change. Any change, whether an addition to or a deduction from the original estimated quantities as shown on the Bid Form, will be paid for at the unit price bid with appropriate additions to or deductions from the total amount paid for that Bid Item. All work, which will be paid for separately, is included as a unit price or lump sum pay item. All work necessary for satisfactory completion of the Work, as described in the Contract Documents, must be completed by the Contractor, whether included as a separate pay item or not.

The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign.) The corporate address

and state of incorporation shall be shown below the signature. The corporate seal should be affixed and attested by the secretary or an assistant secretary.

Bids by partnerships must be executed in the partnership name and signed by a partner. The partner's title must appear under the signature, and the official address of the partnership must be shown below the signature.

All names must be typed or lettered (printed) below the signature.

The Owner may consider informal any Bid not prepared and submitted in accordance with the provisions stated in these Instructions to Bidders and may waive any informalities or reject any or all Bids because of such informalities.

Bids lacking required documents or not submitted in accordance with Tennessee State Bidding Laws will be rejected and may subject bidder to a ban from submittal on future Town of Thompson's Station projects.

**11. Submission of Bids**

Bids shall be submitted at the time and place indicated in the Invitation to Bid. Any Bid received after the date and time specified for the opening of Bids will not be considered.

The Bid Form must remain attached to and be submitted with the Proposal Contract. Each Bid must be submitted in a sealed opaque envelope. The envelope shall bear on the outside the following information: (1) Bidder's name and address, (2) Bidder's current valid Contractor's license number for the state in which the Project is located, (3) the expiration date of such license, (4) the classification of such license applicable to the work, and (5) the name of the Project for which the Bid is submitted, including the Contract Number, if applicable. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed as specified in the Bid Form and clearly marked to show that the envelope contains a Bid for the named Project.

The Bid Security and other required submittals shall be firmly attached to the Proposal Contract, preferably on the inside of the back cover.

The Contractor shall comply with all provisions of TCA § 50-9-113 as it relates to Drug-Free Workplace requirements. The Drug-Free Affidavit must be completed and included at the time the Bid is submitted.

**12. Modification and Withdrawal of Bids**

Any Bid may be modified or withdrawn prior to the scheduled time for the opening of Bids or authorized postponement thereof. Such modification or withdrawal shall be accomplished by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

Any Bid may be modified or withdrawn by telegraphic communication, provided that such telegraphic communication is received prior to the scheduled time for opening Bids and provided

further that the Owner is satisfied that a written confirmation of said telegraphic communication over the signature of the Bidder was mailed prior to the opening of the Bids. The telegraphic communication should not reveal the Bid price but should provide the addition, subtraction, or other modification so that the final prices or terms will not be known by the Owner until the sealed Bid is opened. If written confirmation is not received within 3 days from the opening of Bids, no consideration will be given to the telegraphic communication.

**13. Opening of Bids**

Bids will be opened at the place, time, on the date, and in the manner indicated in the Invitation to Bid, or as modified by any Addendum.

**14. Bids to Remain Open**

All Bids shall remain open for 60 days after the day of the Bid opening. The Owner may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

**15. Award of Contract**

Owner reserves the right to reject any and all Bids and waive any and all informalities, and the right to disregard all nonconforming or conditional Bids or counter proposals.

In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternatives and unit prices, if requested in the Bid Forms. He may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as specified in the Supplementary Conditions or Specifications. He may conduct such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

If a contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

If the contract is to be awarded, Owner will give the apparent successful Bidder a Notice of Award within the time specified for Bids to remain open.

The apparent successful Bidder must execute and deliver to the Owner the Agreement and required Contract Security within 10 days of the issuance of the Notice of Award.

Simultaneous with the delivery of the executed counterparts of the Agreement to Owner, Contractor shall deliver the required Contract Security. Surety bond or bonds shall be prepared on the Bond Form(s) included in this Proposal Contract (unless other forms are acceptable to the Owner) and in accordance with provisions of the General Conditions and Supplementary Conditions.

Attorneys-in-Fact who sign contract bonds must file with each bond certified an effectively dated copy of their power of attorney.

**16. Insurance**

Insurance requirements shall be as indicated in the General Conditions and Supplementary Conditions.

**17. Laws and Regulations**

The Bidder's attention is directed to the fact that all applicable federal, state, and local laws, as well as rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the work, and they will be deemed to be included in the Contract Documents just as though they were written out in full in said Contract Documents.

**18. Special Notice**

Bidder's attention is directed to certain special requirements of the work.

1. Insurance and Bonding requirements as discussed in the General Conditions and Supplementary Conditions.

**END OF INSTRUCTION TO BIDDERS**

**BID FORM**

**CONTRACT NO.** \_\_\_\_\_

**PROJECT DESIGNATION** (to appear on sealed envelope containing the bid):

**CRITZ LANE IMPROVEMENTS PROJECT**

**OWNER** (address bid submittal as follows):

Town of Thompson's Station  
1550 Thompson's Station Road West  
Thompson's Station, TN 37179

**PROPOSAL OF** Rogers Group, Inc.,

(hereinafter called the "**Bidder**"), organized and existing under

the laws of the State of Indiana,

and doing business as A Corporation \*

\* (insert "A corporation", "a partnership", or "an individual" as applicable).

Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of:

**CRITZ LANE IMPROVEMENTS PROJECT**

having examined the Drawings, Specifications, other Contract Documents, the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed Project including the availability of materials and labor, hereby proposes to furnish all labor, materials, equipment and supplies and to construct the Project in accordance with the Contract Documents, within the limits established therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents.

The Bidder hereby agrees to commence work on Critz Lane Improvements on or before a date to be specified in a written "Notice to Proceed" issued by the Owner and to fully complete the Project **within 500 calendar days from when the Town sends written notification to the bidder stating utility work is complete** thereafter as stipulated in the General Conditions. Bidder further

agrees to pay as liquidated damages the sum of \$1,000.00 per day for each consecutive calendar day thereafter as provided in Article 19 of the General Conditions.

Bidder acknowledges receipt of the following Addenda:

Addendum No. <u>1</u>	Dated <u>8/5/2020</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

The Bidder hereby agrees to furnish all labor, materials, and equipment for the construction of **CRITZ LANE Improvements Project, Contract No. \_\_\_\_\_**, as required for a complete operating installation as described in the Contract Documents for the Total Contract Price of:

One million four hundred ninety three thousand nine hundred  
\_\_\_\_\_ Dollars

(in writing)

and Zero cents.

Contract No. \_\_\_\_\_ **TOTAL CONTRACT PRICE: \$** 1,493,900.00  
(in figures)

The Bidder proposed the following Unit Prices and agrees to their use as the basis of adding to or deducting from the Total Contract Price, per Article 17; Changes in Work; of the General Conditions:

**BID FORM - ROADWAY (Rev. Per Addendum 1 Dated 08-05-2020)**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$42,000.00	\$42,000.00
201-01	CLEARING AND GRUBBING	LS	1	\$28,000.00	\$28,000.00
202-02.21	REMOVAL OF PIPE (24" RCP UNDER PADDOCK PARK DRIVE)	L.F.	72	\$13.25	\$954.00
202-02.22	REMOVAL OF PIPE (18" CMP AT PVT. DR. ON CLAYTON ARNOLD)	L.F.	25	\$13.25	\$331.25
202-02.23	REMOVAL OF PIPE (36" CMP UNDER CRITZ LANE)	L.F.	46	\$13.25	\$609.50
202-02.24	REMOVAL OF PIPE (18" CMP AT PVT. DR. ON CLAYTON ARNOLD)	L.F.	23	\$13.25	\$304.75
202-02.25	REMOVAL OF PIPE (15" CMP UNDER CLAYTON ARNOLD)	L.F.	62	\$13.25	\$821.50
202-02.26	REMOVAL OF PIPE (12" RCP AT GRAVEL DR. ON CRITZ LANE)	L.F.	20	\$13.25	\$265.00
202-02.27	REMOVAL OF PIPE (18" CMP AT PVT. DR.. ON CRITZ LANE)	L.F.	30	\$13.25	\$397.50
202-03.01	REMOVAL OF ASPHALT PAVEMENT	S.Y.	8000	\$5.85	\$46,800.00
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	26000	\$15.10	\$392,600.00
203-04	PLACING AND SPREADING TOPSOIL	C.Y.	2800	\$12.75	\$35,700.00
209-05	SEDIMENT REMOVAL	C.Y.	280	\$6.35	\$1,778.00
13,14 209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	1226	\$4.50	\$5,517.00
13,14 209-08.07	ROCK CHECK DAM PER	EACH	112	\$265.00	\$29,680.00
13,14 209-08.08	ENHANCED ROCK CHECK DAM	EACH	7	\$375.00	\$2,625.00
13,14 209-09.43	CURB INLET PROTECTION (TYPE 4)	EACH	6	\$135.00	\$810.00
13,14 209-40.30	CATCH BASIN PROTECTION (TYPE A)	EACH	1	\$800.00	\$800.00
4 303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	4950	\$20.85	\$103,207.50
1 303-10.01	MINERAL AGGREGATE (SIZE 57)	TON	67	\$42.75	\$2,864.25
307-01.01	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING A	TON	2400	\$73.50	\$176,400.00
307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	1575	\$71.00	\$111,825.00
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	20	\$575.00	\$11,500.00
402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	70	\$42.00	\$2,940.00
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	10	\$160.00	\$1,600.00
3 411-01.10	ACS MIX (PG64-22) GRADING D	TON	960	\$109.50	\$105,120.00
6 604-01.01	CLASS A CONCRETE (ROADWAY)	C.Y.	33	\$365.00	\$12,045.00
607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	324	\$85.00	\$27,540.00
607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	L.F.	112	\$105.00	\$11,760.00
607-07.02	36" CONCRETE PIPE CULVERT (CLASS III)	L.F.	76	\$136.00	\$10,336.00
611-07.01	CLASS A CONCRETE (PIPE ENDWALLS)	C.Y.	1	\$1,900.00	\$1,900.00
611-07.02	STEEL BAR REINFORCEMENT (PIPE ENDWALLS)	LB.	45	\$8.50	\$382.50
611-07.31	18IN ENDWALL (SIDE DRAIN)	EACH	4	\$3165.00	\$12,660.00
611-07.54	18IN ENDWALL (CROSS DRAIN) 3:1	EACH	5	\$2,030.00	\$10,150.00
611-07.57	24IN ENDWALL (CROSS DRAIN) 3:1	EACH	2	\$3,060.00	\$6,120.00
611-07.63	36IN ENDWALL (CROSS DRAIN) 3:1	EACH	2	\$5,065.00	\$10,130.00
611-14.02	CATCH BASINS, TYPE 14, > 4' - 8' DEPTH	EACH	6	\$7,600.00	\$45,600.00
611-42.01	CATCH BASINS, TYPE 42, 0' - 4' DEPTH	EACH	1	\$5,800.00	\$5,800.00
2 701-01.01	CONCRETE SIDEWALK (4")	S.F.	2125	\$5.80	\$12,325.00
5 701-02.03	CONCRETE CURB RAMP	S.F.	875	\$21.00	\$18,375.00
701-03	CONCRETE MEDIAN PAVEMENT	C.Y.	7	\$1,650.00	\$11,550.00
702-01	CONCRETE CURB	C.Y.	22	\$645.00	\$14,190.00
702-03	CONCRETE COMBINED CURB AND GUTTER	C.Y.	108	\$317.00	\$34,236.00
7 707-08.11	HIGH-VISIBILITY CONSTRUCTION FENCE	L.F.	170	\$160	\$27,200.00
1 709-05.06	MACHINED RIP-RAP (CLASS A-1)	TON	14	\$47.50	\$665.00
15 709-05.08	MACHINED RIP-RAP (CLASS B)	TON	6	\$43.25	\$259.50
712-01	TRAFFIC CONTROL	LS.	1	\$12,314.84	\$12,314.84
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	50	\$40.50	\$2,025.00
712-06	SIGNS (CONSTRUCTION)	S.F.	230	\$8.50	\$1,955.00
712-07.03	TEMPORARY BARRICADES (TYPE III)	L.F.	168	\$16.00	\$2,688.00
713-11.02	PERFORATED/KNOCKOUT SQUARE TUBE POST	LB.	550	\$3.75	\$2,062.50
8 713-11.21	P POST SLIP BASE	EACH	4	\$374.00	\$1,496.00
713-13.02	FLAT SHEET ALUMINUM SIGNS (0.080" THICK)	S.F.	225	\$15.00	\$3,375.00
12 713-15	REMOVAL OF SIGNS, POSTS AND FOOTINGS	LS	1	\$535.00	\$535.00
17 714-03.03	DIRECT BURIAL CONDUIT (4" PVC, SCHEDULE 40)	L.F.	210	\$21.00	\$4,410.00
10 716-02.04	PLASTIC PAVEMENT MARKING(CHANNELIZATION STRIPING)	S.Y.	25	\$26.50	\$662.50
10 716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	36	\$15.85	\$570.60
10 716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	6	\$158.50	\$951.00
10 716-02.08	PLASTIC PAVEMENT MARKING (8" DOTTED LINE)	L.F.	520	\$2.25	\$1,170.00
10 716-02.09	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK)	L.F.	121	\$31.75	\$3,841.75
10 716-02.12	PLASTIC PAVEMENT MARKING (8IN LINE)	L.M.	0.08	\$16,725.00	\$1,338.00

10	716-04.12	PLASTIC PAVEMENT MARKING (YIELD LINE)	S.F.	54	\$26.31	\$1,425.06
11	716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	L.M.	2	\$1,000.00	\$2,000.00
	716-10.30	TRUNCATED DOME DETECTABLE WARNING MAT	S.F.	160	\$52.75	\$8,440.00
	716-13.02	SPRAY THERMO PVMT MRKNG (60 mil) (6IN LINE)	L.M.	3	\$4,000.00	\$12,000.00
	717-01	MOBILIZATION	L.S.	1	\$55,000.00	\$55,000.00
1	740-10.03	GEOTEXTILE (TYPE III)(EROSION CONTROL)	S.Y.	200	\$3.05	\$610.00
	801-02	SEEDING (WITHOUT MULCH)	UNIT	140	\$15.85	\$2,219.00
9	801-03	WATER (SEEDING & SODDING)	M.G.	14	\$265.00	\$3,710.00
	803-01	SODDING (NEW SOD)	S.Y.	220	\$10.60	\$2,332.00
16	805-12.01	EROSION CONTROL BLANKET (TYPE I)	S.Y.	15350	\$2.15	\$33,002.50

**FOOTNOTES**

- 1 FOR USE OF CULVERT PROTECTION TYPE 1 PER TDOT DRAINAGE MANUAL TABLE 10SC-3
- 2 COST OF ITEM INCLUDES 4 INCHES OF MINERAL AGGREGATE BASE MATERIAL NEEDED AS SUBGRADE MATERIAL FOR SIDEWALK CONSTRUCTION WILL
- 3 34 TONS FOR PRIVATE DRIVES
- 4 240 TONS FOR PRIVATE DRIVES
- 5 PAYMENT SHALL INCLUDE ALL MATERIALS, EQUIPMENT AND LABOR NECESSARY FOR CONSTRUCTION OF THE CURB RAMPS, INCLUDING INSTALLATION OF DETECTABLE WARNING SURFACES
- 6 PAYMENT SHALL INCLUDE ALL COSTS FOR CONSTRUCTING A TRUCK APRON INCLUDING MORTARED BRICK OR CONCRETE PAVERS, MORTAR SETTING BED AND CONCRETE BASE. CONTRACTOR TO CONFIRM MATERIAL WITH TOWN OF THOMPSON'S STATION PRIOR TO INSTALLATION
- 7 PAY ITEM TO BE USED FOR TEMPORARY TREE PROTECTION
- 8 ITEM TO BE USED ON DIRECTIONAL ROAD NAME SIGNS IN ROUNDABOUT SPLITTER ISLANDS
- 9 ITEM TO BE USED FOR EROSION PREVENTION AND SEDIMENT CONTROL
- 10 CONTRACTOR MAY ELECT TO SUBSTITUTE PREFORMED PLASTIC FOR THERMOPLASTIC. PREFORMED PLASTIC SHALL BE PAID FOR AT THE SAME UNIT PRICE AS BID FOR THERMOPLASTIC.
- 11 ITEM TO BE USED FOR TEMPORARY TRAFFIC CONTROL WHERE NECESSARY
- 12 ITEM TO BE USED FOR REMOVAL OF EXISTING SIGNS ALONG CRITZ LANE
- 13 SEE SUBSECTION 209.07 OF THE STANDARD SPECIFICATIONS FOR MAINTENANCE REPLACEMENT
- 14 ALL QUANTITIES TO BE USED AS DIRECTED BY THE ENGINEER
- 15 ITEM TO BE USED FOR CULVERT OUTLET PROTECTION
- 16 ITEM TO BE USED FOR GRASS STRIP AREA IN ROUNDABOUT
- 17 ITEM TO BE USED TO ALLOW FOR FUTURE IRRIGATION OR ELECTRICAL RUNS TO ROUNDABOUT CENTRAL ISLAND

<b>TOTAL BID</b>	
<b>TOTAL BID</b>	<b>\$1,493,900.00</b>
Total Bid (in words):	
<i>one million four hundred ninety three thousand nine hundred dollars and zero cents</i>	



Where the Bid Form requests prices in both words and figures, both blanks are to be completed; and in case of a discrepancy, words shall govern.

The above prices include all costs of labor, materials, supplies, equipment, overhead and profit and other items required to complete the work as required by the Contract Documents.

The Bidder understands that the Owner reserves the right to reject any and all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **sixty (60) calendar days** after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall execute the formal Agreement within fifteen (15) days and deliver a Performance and Payment Bond(s) as required by the Contract Documents.

The Bid Security in the amount of 5% of Amount Bid  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

is to become the property of the Owner in the event the Agreement and Performance and Payment Bond(s) are not executed within the time set forth above, such payment is to be considered as liquidated damages for the delay and expense to the Owner caused thereby.

Respectfully Submitted:

Rogers Group, Inc.  
(Firm Name)

BY: Derek Roberts  
(Signature)

Derek Roberts  
(Typed or Lettered Name)

Division Vice President  
(Title of Individual Signing Bid)

1511 Nashville Hwy

Suite C

Columbia, TN 38401  
(Business Address)

SEAL  
(if Bid is by a Corporation)

**END OF BID FORM**

**BID BOND FORM**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,  
Rogers Group, Inc. as Principal,  
and Travelers Casualty and Surety Company of America as Surety, are hereby held and  
firmly bound unto Town of Thompson's Station as Owner in the penal sum of  
Five Percent (5%) of the Amount Bid\*\*\*\*\* for The payment of which, well  
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors and assigns. Signed this 10th day of  
August, 20 20. The condition of the above obligation is  
such that whereas the Principal has submitted to Town of Thompson's Station  
a certain BID attached hereto and hereby made a part hereof to enter into a contract in  
writing, for the Critz Lane Improvements Project, Thompson's Station, Tennessee

---

---

NOW THEREFORE,

- (a) If said BID shall be rejected, or in the alternate,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID.

then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agree that the liability of the Surety and for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its BOND shall be in no way impaired or affected by an extension of the time within which the Owner may accept such BID; and said Surety does hereby waive notice of such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seals to be hereto


affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Rogers Group, Inc.

  
\_\_\_\_\_  
Principal (L.S.)

Travelers Casualty and Surety Company of America

\_\_\_\_\_  
Surety

BY   
\_\_\_\_\_  
Tina Foster, Attorney-In-Fact

**IMPORTANT - Surety Companies executing BONDS must appear on the Treasury Department's most current List (Circular 570 as amended) and be authorized to transact business in the state where the project is located.**

NOTE TO BIDDER:

Bid Bond must be furnished utilizing this form unless the Owner approves an alternate form in writing. Such alternate form must be submitted to the Engineer for review no later than ten (10) days prior to the bid opening.

**END OF BID BOND FORM**



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Tina Foster** of **KNOXVILLE Tennessee** their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January, 2019**.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **17th** day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **10th** day of **August**, 20**20**



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3680.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**PERFORMANCE-PAYMENT BOND FORM**

**KNOW ALL MEN BY THESE PRESENTS:**

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

a \_\_\_\_\_ hereinafter called **Principal**,  
(corporation, partnership or individual)

and \_\_\_\_\_ hereinafter  
(Name of Surety)

called **Surety**, are held and firmly bound unto the Town of Thompson's Station, Tennessee, 1550 Thompson's Station Road W, Thompson's Station, TN 37179, hereinafter called **Owner**, in the total aggregate penal sum of:

---

**PLEASE TYPE THE DOLLAR AMOUNT HERE**

in lawful money of the United States, for payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, copy of which is hereto attached and made a part hereof for the construction of:

**Critz Lane Improvements Project**

**NOW THEREFORE**, if the Principal shall will, truly and faithfully perform its duties, all of the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors, an corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification hereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then these obligations shall be void; otherwise to remain in full force and effect.

**PROVIDED, FURTHER**, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or addition to the terms of the Contract or to the work to the Specifications.

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

**IN WITNESS WHEREOF**, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ATTEST:**

_____	_____
Principal Secretary	Principal
	BY: _____
	(Signature)
(SEAL)	_____
	(Type or Print)
_____	_____
Witness as to Principal	(Address)
_____	
(Type or Print)	
_____	
_____	
(Address)	

**ATTEST:**

_____	_____
	Surety

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

BY: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Type or Print)

\_\_\_\_\_  
(Type or Print)

\_\_\_\_\_

\_\_\_\_\_

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

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

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

**STATEMENT OF LICENSE CERTIFICATE**

**EACH CONTRACTOR AND/OR SUBCONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING:**

This is to certify that Rogers Group, Inc. have fully complied with all requirements of Chapter No. 6 of Title 62 of the Tennessee Codes Annotated. The Contractor's name, license number, expiration date of registration, and license classification appears on the envelope containing the bid, and I understand otherwise the bid will not be considered. Masonry, electrical, plumbing, heating, ventilation, and air conditioning subcontractor's name, license number, expiration date of registration, and license classification likewise appears on the envelope containing the bid, and I understand otherwise the bid will not be considered. I further understand that failure to follow Tennessee State Bidding Laws will result in my bid being rejected and may subject my future bids to be banned for at least one (1) year from the date of submittal of this bid.

---

Were issued Certificate No. 1774 on April 1, 2020 by the State Board of Licensing General Contractors.

Signed: 



**DRUG FREE WORKPLACE AFFIDAVIT**

STATE OF TENNESSEE  
COUNTY OF Williamson

DRUG FREE WORKPLACE AFFIDAVIT  
OF PRIME BIDDER

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

1. He/She is the principal officer for: Rogers Group, Inc.  
(Name of Bidding Entity)  
1511 Nashville Hwy  
(Address of Bidding Entity)  
Suite C  
Columbia, TN 38401

on: 2. That the bidding entity has submitted a bid to the Town of Thompson's Station  
Critz Lane Improvements  
(Insert Project Name)

3. That the bidding entity employs no less than five (5) employees.

4. 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 T.C. A. § 50-9-101-113.

5. That the affidavit is made on personal knowledge.

Further Affiant says not.

[Signature]  
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 10<sup>th</sup> DAY OF August, 2018.



Helen Elizabeth Beech  
NOTARY PUBLIC

My Commission Expires: 11/22/2021

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

State of Tennessee )

County of Williamson )

Derek Roberts, being first duly sworn, deposes and says that:

(1) He is Division Vice President of  
(owner, partner, officer, representative, or agent)

Rogers Group, Inc., the Bidder who has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all the pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said 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 other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid prices of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner or person interested in the Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: Derek Roberts

Title: Division Vice President

Subscribed and sworn to before me  
This 10<sup>th</sup> day of August, 2020

By: Helen Elizabeth Beech

My Commission Expires 11/22/2021



## INDEMNIFICATION AGREEMENT

Rogers Group, Inc. agrees to indemnify and save the Government of Thompson's Station, the Town of Thompson's Station and individual, on or off duty, officers, and employees of the Town of Thompson's Station, harmless from any and all losses, damages and expenses, including court costs and attorney's fees, by reason of any loss, what-so-ever, arising out of or in consequence of the work done in connection with the contract of which this Agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the Town of Thompson's Station.

**AGREEMENT FORM**

**CRITZ LANE IMPROVEMENTS PROJECT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_,

**BETWEEN** the Owner:                   **THE TOWN OF THOMPSON'S STATION,  
TENNESSEE**

and the Contractor: \_\_\_\_\_

**WITNESSETH:** That and for in consideration of the payments and agreements hereinafter mentioned to be made and performed by the Owner, the Contractor hereby agrees with the Owner to perform all the Work required by the Contact Documents and described as follows:

The Project generally consists of the furnishing of all materials, equipment and labor for the construction of approximately 3200 linear feet of two-lane roadway and a roundabout at the intersection of Clayton Arnold Road and Critz Lane. Construction includes construction of turn lanes into Avenue Downs and Canterbury developments, pavement marking, signing and necessary drainage and stormwater appurtenances.

The Owner shall pay the Contractor for the performance of Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Price of:    \$ \_\_\_\_\_

---

**TYPE THE DOLLAR AMOUNT HERE**

Payment shall be made in accordance with Article 25 of the General Conditions, "Payments to Contractor", and any modifications thereof in the Supplementary Conditions. Said Contract Price shall constitute full and complete payment for all superintendence, labor, insurance bonds and other accessories and services necessary to complete the Work in accordance with the Contract Documents.

Said Contract Documents have been prepared by the Engineering Department of the Town of Thompson's Station and consist of this Agreement, General and Supplementary Conditions, Instructions to Bidders, Contractor's Modifications, as well as Drawings, Specifications and Addenda as enumerated in Article 1 of the Supplementary Conditions, all of which form the Contract and are as fully a part of the Contract as if attached to this document or repeated herein.

The Bidder hereby agrees to commence work on **Critz Lane Improvements** on or before a date to be specified in a written "Notice to Proceed" issued by the Owner and to fully complete the Project **within 500 calendar days from when the Town sends written**

**notification to the bidder stating utility work is complete** thereafter as stipulated in the General Conditions. Bidder further agrees to pay as liquidated damages the sum of \$1,000.00 per day for each consecutive calendar day thereafter as provided in Article 19 of the General Conditions.

**IN WITNESS WHEREOF**, the parties to these presents have executed this Agreement in five (5) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

**OWNER**

**TOWN OF THOMPSON'S STATION, TN**

1550 Thompson's Station Road West

Thompson's Station, TN 37179

\_\_\_\_\_  
Mr. Corey Napier  
Mayor

\_\_\_\_\_  
Witness

**CONTRACTOR**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR (Authorized Signature)

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**IMPORTANT NOTE:** If the Contractor is a corporation, the legal name of the corporation shall be set forth above together with a signature of the officer or officers authorized to sign Contract on behalf of the corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above together with the signatures of all the partners; and if Contractor is an individual, his signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

## GENERAL CONDITIONS

### 1. CONTRACT AND CONTRACT DOCUMENTS

The Drawings, Specifications and Addenda, hereinafter enumerated in Paragraph I of the Supplementary conditions shall form part of this Contract and the provisions thereof shall be binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents is solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

### 2. DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural Thereof:

- a. **Agreement** - The written agreement between Owner and Contractor covering the Work to be performed; other Contract Documents are attached hereto and incorporated herein.
- b. **Application for Payment** - The form which is to be used by Contractor in requesting progress payments and which is to include a schedule of values consisting of the unit prices as bid, or approved subdivision thereof, which when multiplied by the bid quantities will aggregate the Contract amount. The progress payment form shall also include or be accompanied by an affidavit of Contractor that progress payments theretofore received on account of the Work have been applied by Contractor to discharge in full all of Contractor's obligations reflected in prior Applications for Payment.
- c. **Bid** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- d. **Bidder** - Any person, firm or corporation submitting a Bid for the Work.
- e. **Bonds** - Bid, performance, and payment bonds and other instruments of security, furnished by Contractor and his surety in accordance with the Contract Documents.
- f. **Change Order** - A written order to Contractor signed by OOwner authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.
- g. **Contract Documents** - The Agreement, Addenda (whether issued prior to the opening of Bids or the Execution of the Agreement), instructions to Bidders, Contractor's Bid, the Bonds, the Notice of Award, these General Conditions, the Supplementary Conditions, the specifications, Drawings and Modifications.

- h. **Contract Price** - The total monies payable to Contractor under the Contract Documents.
- i. **Contract Time** - The number of days stated in the Agreement for the completion of the Work, computed as provided in Article 19.
- j. **Contractor** - The person, firm or corporation with whom Owner has executed the Agreement.
- k. **Day** - A calendar day of twenty-four hours measured from midnight to the next midnight.
- l. **Drawings** - The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by Engineer and are referred to in the Contract Documents.
- m. **Engineer** – The engineer, architect, construction administrator or other authorized Owner’s representative of the Town of Thompson’s Station.
- n. **Field Order** - A written order issued by Engineer which clarifies or interprets the Contract Documents or orders minor changes in the Work.
- o. **Modification** - (1) a written amendment of the Contract Documents signed by both parties; (2) a Change Order; (3) a written clarification or interpretation issued by Engineer; or (4) a written order for a minor change or alteration in the Work issued by Engineer. A Modification may only be issued after execution of the Agreement.
- p. **Notice of Award** - The written notice by Owner to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, Owner will execute and deliver the Agreement to him.
- q. **Notice to Proceed** - A written notice given by Owner to Contractor (a copy to Engineer) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform his obligations under the Contract Documents.
- r. **Owner** - the WorkThe Town of Thompson’s Station, Tennessee, a municipal corporation.
- s. **Project** - The entire construction to be performed as provided in the Contract Documents.
- t. **Proposal Contract** - A bound volume which contains documents concerning bidding and contractual requirements as well as the Specifications. Material included falls into two general categories: those describing the requirements for

bidding and those that become part of the Contract Documents upon the signing of the Agreement.

- u. **Resident Project Representative** - The authorized representative of the Engineer who is assigned to the Project site or any part thereof.
- v. **Shop Drawings** - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by Contractor, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work.
- w. **Specifications** - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.
  - x. **Subcontractor** - An individual, firm or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
  - y. **Substantial Completion** - The date as certified by Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due.
  - z. **Work** - Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Contract Documents.

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

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the Work included in the Contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions. The Contractor and the Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Engineer in accordance with said schedule; and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the Work; each such schedule to be subject to change from time to time in accordance with the progress of the Work.



4. **SHOP OR SETTING DRAWINGS**

The Contractor shall submit promptly to the Engineer three (3) copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with two (2) corrected copies. If requested by the Engineer the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Engineer, the Contractor will nevertheless be responsible for accuracy of such drawings and for their conformity to the Drawings and Specifications, unless he notifies the Engineer in writing of any deviations at the time he furnishes such drawings.

5. **MATERIALS, SERVICES AND FACILITIES**

It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all material, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services, and facilities of every nature whatsoever necessary to execute, complete and deliver the Work within the specified time. Any work necessary to be performed after regular working hours, on Sundays or Legal Holidays shall be performed without additional expense to the Owner.

6. **CONTRACTOR'S TITLE TO MATERIALS**

No materials or supplies for the Work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the Work, free from all liens, claims or encumbrances.

7. **INSPECTION AND TESTING OF MATERIALS**

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner, but the Contractor will pay for all laboratory inspection service. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

8. **"OR EQUAL" CLAUSE**

Whenever a material or article required is specified or shown on the Drawings by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered equal and satisfactory, provided that the material or article so proposed is of equal substance and function in

the Engineer's opinion. Said proposed equal material or article shall not be purchased or installed without the Engineer's written approval.

9. **PATENTS**

The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

License or Royalty Fees: License and/or Royalty Fees for the uses of process which is authorized by the Owner of the project must be reasonable and paid to the holder of the patent, or his authorized licensee, direct by the Contractor.

If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the Work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner, of the Project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the Owner from any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the Work or after completion of the Work.

10. **SURVEYS, PERMITS AND REGULATIONS**

Unless otherwise expressly provided for in the specifications, the Owner will furnish to the Contractor all surveys necessary for the execution of the Work. This does not include offset staking for sewer lines or final surveys necessary for actual construction unless otherwise noted in the Supplementary Conditions.

The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of his Contract.

The Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to the performance of the Work, the protection of adjacent property, and the maintenance of passageway, guard fences and other protective facilities.

11. **CONTRACTOR'S OBLIGATIONS**

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the Work required by this Contract, within the time herein specified, in accordance with the Drawings and Specifications

covered by this Contract and any and all supplemental drawings and specifications, and in accordance with the directions of the Owner or his authorized representative as given from time to time during the progress of the Work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required. He alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or other improper construction maintenance, or operation. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and Specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Owner.

12. **WEATHER CONDITIONS**

In the event of temporary suspension of work, or during inclement weather, or whenever the Owner or his authorized representative shall direct, the Contractor will, and will cause his subcontractors to, protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Owner, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

13. **PROTECTION OF WORK AND PROPERTY - EMERGENCY**

The Contractor shall at all times safely guard the Owner's property 'from injury or loss in connection with this Contract he shall at all times safely guard and protect his ---in work, and that of adjacent property for damage The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the Contract or by the Owner or his authorized representative. In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Owner or his authorized representative, in a diligent manner. He shall notify the Owner or his authorized representative immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Owner or his authorized representative for approval, and no compensation shall issue until such extra work has been verified by Owner.

Where the contractor has not taken action but has notified the Owner or his authorized representative of emergency threatening injury to persons or damage to the Work or any adjoining property, he shall act as instructed or authorized by the Owner or his authorized representative.

The amount of reimbursement claimed by the Contractor an account of any emergency action shall be determined in the manner provided in Paragraph 17 of the General Conditions.

14. **INSPECTION**

The authorized representatives of the Owner shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

15. **REPORTS, RECORDS AND DATA**

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this Contract.

16. **SUPERINTENDENCE BY CONTRACTOR**

At the site of the Work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Owner or his authorized representative and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

17. **CHANGES IN WORK**

No changes in the Work covered by the approved documents shall be made without having prior written approval of the Owner. Charges or credits for the Work covered-by the approved change shall be determined by one or more, or a combination of the following methods:

- a. Unit bid prices previously approved.
- b. An agreed lump sum.
- c. The actual cost of:
  1. Labor, including foreman;
  2. Materials entering permanently into the Work;
  3. The Ownership or rental cost of construction plant and equipment during the time of use and the extra work;
  4. Power and consumable supplies for the operation of power equipment;
  5. Insurance;
  6. Social Security and old age and-unemployment contributions.

To the cost under 17(c) there shall be added a fixed fee to be agreed upon but not to exceed 15% of the estimated cost of the Work. The fee shall be compensation to cover the cost of supervision, overhead, bond profit -and any other general expenses.

18. **EXTRAS**

Without invalidating the Contract, the Owner may order extra work or make changes by altering, adding to or deducting from the Work, the Contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the Work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the Work is ordered in writing by the Owner or his authorized representative, acting officially for the Owner, and the price is stated in such order.

19. **TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

It is hereby understood and mutually agreed, by and-between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract of the Work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually

understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the "Notice to Proceed".

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for breach of Contract, as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract.

Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due:

- a. To any preference, priority or allocation order duly issued by the government;
- b. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather; and
- c. To any delays of subcontractors or suppliers occasioned by any of the causes specific in subsections a. and b. of this article.

Provided, further, that the Contractor shall within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner in writing of the causes of the delay, who shall ascertain the facts and

extent of the delay and notify the Contractor within a reasonable time of its decision as to whether or not the delay is subject to the exclusions herein above.

20. **CORRECTION OF WORK**

All Work, all materials, whether incorporated in the Work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Owner or his authorized representative who shall be the final judge of the quality and suitability of the Work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. if, in the opinion of the Owner or his authorized representative, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the Work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Owner or his authorized representative shall be equitable.

21. **SUBSURFACE CONDITIONS FOUND DIFFERENT**

Should the Contractor encounter subsurface and./or latent conditions at the site materially differing from those shown on- the Drawings or indicated in the Specifications, he shall immediately give notice to the Owner or his authorized representative of such conditions before they are disturbed. The Owner or his authorized representative will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Drawings, or indicated in the Specifications, he will at once make such changes in the Drawings and/or Specifications as he may find necessary, any increase or decrease of the cost resulting from such changes to be adjusted in the manner provided in Paragraph 17 of the General Conditions.

Where information is given in the Contract Documents on the existence, location, type of subsurface soil or rock formations, utility lines, structures and other items, such information is provided for the Contractor's convenience only and neither the Owner nor his authorized representative guarantee the accuracy of any such information.

22. **CLAIMS FOR EXTRA COST**

No claims for extra Work or cost shall be allowed unless the same was done in pursuance of a written order of the Owner's authorized representative and approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17(c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

23. **OWNER'S RIGHT TO TERMINATE CONTRACT**

If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed to take over his affairs, or if he should

fail to prosecute his work with due diligence and carry the Work forward in accordance with his work schedule and the time-limits set forth in the Contract Documents, or if he should fail to substantially perform one or more of the provisions of the Contract

Documents to be performed by him, the Owner may serve written notice on the Contractor and the surety on his performance bond, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Owner bases its right to exercise such remedy.

In any event, unless the matter complained of is satisfactory cleared within ten days after service of such notice, the Owner may, without prejudice to any other right or remedy, exercise one of such remedies, at once, having first obtained a certificate from the Owner's authorized representative that sufficient cause exists to justify such action.

- a. The Owner may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor and his Surety, whereupon the Surety shall, have the right to take over and perform the Contract. If the Surety does not commence performance of the Contract within ten days after service of the Notice of Termination, the Owner may itself take over the Work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the Work to completion by such means as it shall deem best. In the event of such termination of his service, the Contractor shall not be entitled to any further payment under his Contract until the Work is completed and accepted. If the Owner takes over the Work and if the unpaid balance of the Contract price when the Owner takes over the Work exceeds the cost of completing the Work, including compensation for any damages or expenses incurred by the Owner through the default of the Contractor, such excess shall be paid to the Contractor. In such event, if such cost, expenses, and damages shall exceed such unpaid balance of the Contract price, the Contractor and his Surety shall pay the difference to the Owner. Such cost, expenses, and damages shall be certified by the Owner or his authorized representative.
- b. The Owner may take control of the Work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the Owner deems advisable. In such event the Owner shall be entitled to collect from the Contractor and his Surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred by it through the default of the Contractor, provided the Owner's authorized representative approves the amount thus charged to the Contractor.
- c. The Owner may require the Surety on the Contractor's bond to take control of the Work at once and see to it that all the deficiencies of the Contractor are made good with due diligence. As between the Owner and the Surety, the cost of making good such deficiencies shall all be borne by the Surety. If the Surety takes over the -work, either upon termination of the services of the Contractor or upon instruction from the Owner to do so, the provisions of the Contract Documents shall govern in respect to the Work done by the Surety, the Surety being substituted for the

Contractor as to such provisions, including provisions as to the right of the Owner to do the Work itself or to take control of the Work.

24. **CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES**

Immediately after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner (a) a detailed estimate giving a complete breakdown of the Contract price; and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs allocated to any of these various schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract price.

25. **PAYMENTS TO CONTRACTOR**

Partial payments will be made as the Work progresses at the end of each calendar month, or as soon thereafter as practicable, on estimates made by the Owners' authorized representative and as approved by the Owner, provided the Contractor is performing the overall job in a diligent manner. In making partial payments, there shall be retained 5 percent on the amount of each estimate until substantial completion of all work covered by this Contract, in order to insure proper performance of the Contract. Payments, as approved by the Owner's authorized representative, shall be made to the Contractor by the Owner no later than the 15th day of each calendar month for work performed the preceding month provided the Contractor submits data so required by the Owner's authorized representative to the Owner's authorized representative by the 5th day of each calendar month.

The computation of quantities that will be the basis for estimates, both monthly and final, shall be made by the Owner's authorized representative in accordance with methods defined in the Contract Documents.

In preparing estimate data to be submitted to the Owner's authorized representative, Contractor may include for consideration material properly delivered and stored on site and any preparatory work. All material and work covered by partial payments made shall thereupon become the sale property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the Contract.

Upon completion and acceptance of the Work, the Owner's authorized representative shall issue a certificate that the Work has been completed and accepted by him under the conditions of this contract, and shall make and approve the final estimate of the Work. The entire balance found to be due the Contractor, including retained percentages, but excepting such sums as may be lawfully



retained by the Owner, shall be paid to the Contractor. Such payment shall be conditioned, however, upon submission by the Contractor of evidence satisfactory to the Owner that all claims for labor, material and other outstanding indebtedness in connection with this Contract have been paid.

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the Owner's authorized representative so certifies, the Owner shall upon the certificate of the Owner's authorized representative, and without terminating the Contract, make payment for the balance-due for that portion of the Work fully completed and accepted.

The Owner's authorized representative may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the Owner from loss on account of:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of Contractor to make payments promptly to subcontractors or for material or labor.
- d. Reasonable doubt that the Contract can be completed for the balance then unpaid.
- e. Damage to another Contractor.
- f. Failure of the Contractor to keep his work progressing in accordance with his time schedule.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

The Contractor agrees that he will indemnify and save the Owner harmless for all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary incurred in the furtherance of the performance of this Contract. The Contractor shall, at the Owner's request furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made

under the Contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payment made in good faith.

26. **ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from any obligations under this Contract or the Performance and Payment Bond.

27. **PAYMENTS BY CONTRACTOR**

The Contractor shall pay for (a) all transportation and utility services not later than the 20<sup>th</sup> day of the calendar month following that in which services are rendered; (b) all material, tools, and other expendable equipment to the extent of 90% of the cost thereof, not later than the 20<sup>th</sup> day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30<sup>th</sup> day following the completion of that part of the Work in or on which such material, tools and equipment are incorporated or used; and (c) to each of his sub-contractors, not later than the 5<sup>th</sup> day following each payment to the Contractor the respective amounts allowed the Contractor on account of the Work performed by his subcontractors to the extent of each subcontractor's interest therein.

28. **CONTRACTORS AND SUBCONTRACTORS INSURANCE**

The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on this subcontract until the insurance required of the subcontractor has been so obtained and approved. Contractor and subcontractor shall keep such approved insurance in full force and effect until Project is accepted by Owner.

- a. **WORKER'S COMPENSATION INSURANCE:** The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance as required by applicable state law for all of his employees to be engaged in work at the site of the project under this Contract, and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workman's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.
- b. **CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:** The Contractor shall procure and shall maintain during the life of this

Contract Contractor's Public Liability Insurance and Contractor's Property Damage Insurance in the amounts specified under Supplemental General Conditions.

- c. **SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:** The Contractor shall either (1) require each of his subcontractor's Public Liability and Property Damage Insurance of the type and in the amounts specified in subparagraph (b), hereof or (2) insure the activities of his subcontractors in his policy specified in subparagraph (b) hereof.
- d. **SCOPE OF INSURANCE AND SPECIAL HAZARDS:** The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operation be by the insured or by anyone directly or indirectly employed by him, and also against any of the special hazards which may be encountered in the performance of this contract as enumerated in the Supplemental General Conditions.
- e. **BUILDERS RISK INSURANCE:** The Contractor shall provide such insurance as will protect the Contractor and the Owner from loss or damage while the project is under construction and prior to the full acceptance thereof by the Owner. The policies shall be payable to the Contractor and the Owner as their interests may appear. This provision shall not release the Contractor of his obligations to complete, according to plans and Specifications, the project covered by the Contract, and his Surety shall be obligated to full performance of the Contractor's undertaking.
- f. **PROOF OF CARRIAGE OF INSURANCE:** The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificated shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after 10 days written notice has been received by the Owner".

## 29. CONTRACT SECURITY

The Contractor shall furnish a performance bond in an amount at least equal to 100% of the contract price as security for the faithful performance of this Contract and also a payment bond in an amount not less than that prescribed by state or local law, as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this contract The performance bond and the payment bond may be in one or in separate instruments in accordance with local law. Before final acceptance each bond must be approved by the Owner.

Evidence of authority of an attorney in fact acting for the corporate surety must be provided in the form of a certificate as to his power-of-attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bond.

30. **ADDITIONAL OR SUBSTITUTE BOND**

If at any time, the Owner, for justifiable cause, shall be or become dissatisfied with any Surety or Sureties for the Performance or Payment Bond, the Contractor shall within five (5) days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to the Owner.

31. **ASSIGNMENTS**

The Contractor shall **not** assign, in whole or in part, this Contract or any monies due hereunder without the express written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

32. **MUTUAL RESPONSIBILITY OF CONTRACTORS**

If, through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the Work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

33. **SEPARATE CONTRACTS**

The Contractor shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the Work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Owner or his authorized representative immediately of lack of progress or defective workmanship of the Work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the Work as being satisfactory for proper coordination with his own work.

34. **SUBCONTRACTING**

- a. The Contractor may utilize the services of specialty subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty subcontractors.
- b. The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, shall contain such information as the Owner may require.
- c. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

35. **ENGINEER'S AUTHORITY**

The Engineer, being an authorized representative of the Owner, shall determine the amount, quality, acceptability and fitness of the several kinds of Work and material which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract or Specifications, the determination or decision of the Engineer shall be a condition precedent to the rights of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Engineer shall decide the meaning and intent of any portion of the Specifications and of any Drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this Contract and other Contractors performing work for the Owner shall be adjusted and determined by the Engineer.

The Contractor shall keep on the job a copy of the Drawings and Specifications and shall at all times give the Owner and Engineer access thereto. Anything mentioned in the Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Specifications shall be considered as covered in both. In case of differences between the Drawings and Specifications, the Specifications shall govern. The Contractor shall not take advantage of any errors, discrepancies or omissions which may exist in the Drawing and Specifications but shall immediately call them to the attention of the Engineer whose interpretation or corrections thereof shall be conclusive.

36. **STATED ALLOWANCES**

Not applicable.

37. **USE OF PREMISES AND REMOVAL OF DEBRIS**

The Contractor expressly undertakes at his own expense:

- a. To take every precaution against injuries to persons or damage to property;
- b. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the Work as will not unduly interfere with the progress of his work of the Work of any other contractor;
- c. To place upon the Work of any part thereof only such loads as are consistent with the safety of that portion of the Work;
- d. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the Works shall present a neat, orderly and workmanlike appearance;
- e. Before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition; and
- f. To affect all cutting, fitting or patching of his work required to make the same to conform to the Drawings and Specifications and, except with the consent of the Owner or his authorized representation, not to cut or otherwise alter the Work of any other Contractor.

38. **QUANTITIES OF ESTIMATE**

Wherever the estimated quantities of work to be done and material to be furnished under this Contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is expressly reserved except as herein otherwise specifically limited to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the Work contemplated by this Contract, and such increase or diminution shall in no way violate this Contract, nor shall any such increases or diminution have cause for claims or liability for damages.

39. **RIGHT-OF-WAY AND SUSPENSION OF WORK**

The Owner shall furnish all land and rights-of-way necessary for the carrying out of this Contract and the completion of the Work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. It is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the Work or from authorizing its prosecution, either before or after commencement, by reason of any litigation, or by reason of its inability to procure and lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage be reason of said delay, or to withdraw from the Contract except by consent of the Owner. Time for completion of

the Work will be extended to such times as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

The provisions do not in any way take precedence over Paragraph 46, **CONTRACTOR'S RIGHT TO STOP WORK AND TERMINATE CONTRACT.**

40. **GENERAL GUARANTY**

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute and acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the Work and pay for any damage to other work resulting there from which shall appear within a period of one year from the date of final acceptance of the project unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

41. **CONFLICTING CONDITIONS**

Any provision in any of the contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency. Provisions of the Supplementary Conditions take precedence over provisions of the General Conditions where there is a conflict.

42. **NOTICE AND SERVICE THEREOF**

Any notice to any Contractor from the Owner relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed when said notice is posted by certified or registered mail to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the project.

43. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

44. **UNDERGROUND OBSTRUCTIONS**

The Contractor shall anticipate all underground obstructions such as water lines, gas lines, sewer lines, utility lines, concrete and debris. No extra payment will be allowed for the removal, replacement, repair or possible increased cost caused by underground obstructions. Any such lines or obstructions indicated on the map show only the approximate locations and must be verified in

the field by the contractor. The Owner and his authorized representative will endeavor to familiarize the Contractor with all known underground utilities and obstructions, but this will not relieve the Contractor from full responsibility in anticipating all underground obstructions.

45. **CORRECTION OF NUISANCE CONDITION**

If, upon 24 hours written notice to the Contractor, the Contractor fails to correct a situation causing an inconvenience, damage or nuisance to the general public, particular property Owners or the Owner, the Owner may with certification of his authorized representative as to the existence of said inconvenience or nuisance, correct the situation by whatever means is at his disposal with cost of said correction being deducted from the payments to the Contractor under the approval of the Owner's authorized representative.

46. **CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT**

If the Work shall be stopped under an order of any court or other public authority for a period of ninety (90) consecutive days through no act or fault of the Contractor or any one employed by him, then the Contractor may on seven (7) days' written notice to the Owner and the Owner's authorized representative stop work or terminate this Contract and recover from the Owner payment for all work executed. If the Owner's authorized representative shall fail to issue any certificate for payment within ten (10) days after it is due, or if the Owner shall fail to pay the Contractor within fifteen (15) days after its maturity and presentation any sum certified by the Owner's authorized representative, then the Contractor may on seven days' prior written notice to the Owner and the Owner's authorized representative stop work and give written notice of intention to terminate this Contract. If the Owner shall thereafter fail to pay the Contractor within seven days after receipt of such notice, then the Contractor may terminate the Contract and recover from the Owner payment for all work executed any losses sustained upon any plant or materials and a reasonable profit.

47. **WAIVER**

It is expressly understood and agreed that any waiver granted by the Owner or his authorized representative of any term, provision, or covenant of this Contract shall not constitute a precedent or breach of the same or any other terms, provisions, or covenants of this Contract. Neither the acceptance of the Work by the Owner nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the Owner of any claim which the Owner may have against the Contractor or Surety under this Contract or otherwise.

48. **CHOICE OF LAW, JURISDICTION, AND VENUE**

In the unlikely event that a dispute arises as to this Contract and/or Contract Documents, the Owner and Contractor hereby agree that any such dispute shall be governed under the laws of the State of Tennessee and venue shall be in the Williamson County Circuit Court.

49. **COSTS AND ATTORNEY'S FEES**



Unless otherwise expressly set forth herein, the Owner and the Contractor shall bear its own attorney's fees, costs, and expenses in connection with the matters set forth in the Contract. However, if either the Owner or Contractor institutes legal proceedings over the enforcement of this Contract, Contract Documents, or any matter related to the same, the prevailing party shall be entitled to recover from the losing Party its costs, including reasonable attorneys' fees, at both the trial and appellate levels. This provision is intended to discourage unfounded litigation and encourage resolution to disputes.

## **SUPPLEMENTARY CONDITIONS**

### **1. ENUMERATION OF DRAWINGS, SPECIFICATIONS AND ADDENDA**

Following are the Drawings, Specifications and Addenda, which form a part of this Contract as set forth in Paragraph 1 of the General Conditions, "Contract and Contract Documents."

#### **CONSTRUCTION DRAWINGS**

Critz Lane Improvements Project  
For the Town of Thompson's Station  
Williamson County, Tennessee  
Dated July 10, 2020 by Ragan-Smith Associates, Inc.

#### **PERMITS:**

- General NPDES Permit (Pending)
- Storm Water Pollution Prevention Plan (SWPPP) (Pending)
- Tennessee Department of Environment and Conservation Aquatic Resource Alternation Permit (ARAP) and Section 401 Water Quality Permit (Pending)
- U.S. Army Corps of Engineers Section 404 (Pending)

#### **SPECIFICATIONS**

- General Specifications
- The proposed construction shall be performed in accordance with the most current version of the Standard Specifications for Road and Bridge Construction of the Tennessee Department of Transportation, and the Standard Roadway and Structures Drawings of the Department of Transportation which are incorporated herein by reference and made a part hereof.
- TDOT – 2015 Supplemental Specifications (incorporated by reference)

#### **SEASONAL LIMITATIONS**

#### **STATUS OF OTHER ITEMS**

**ADDENDA**

No. 1  
No. \_\_\_\_\_  
No. \_\_\_\_\_  
No. \_\_\_\_\_  
No. \_\_\_\_\_  
No. \_\_\_\_\_

Date 8/5/2020  
Date \_\_\_\_\_  
Date \_\_\_\_\_  
Date \_\_\_\_\_  
Date \_\_\_\_\_  
Date \_\_\_\_\_

# **Insurance Requirements**

**for contractors doing business with the**

## **Town of Thompson's Station, Tennessee**

---

### **I. GENERAL CONSIDERATIONS**

It is a requirement of the Town of Thompson's Station that any Contractor when working for the Town of Thompson's Station shall agree to defend the Town Government, its officers, board and commission members and employees against claims for damages arising out of or relating to the work of the Contractor, his subcontractors or their respective employees, servants and/or agents. The purpose of these requirements is to protect the Town of Thompson's Station's financial position. If there is a conflict between the wording of these Insurance Requirements and other forms, the wording of these Insurance Requirements will control. No insurance which may be provided by the Town of Thompson's Station shall be to the benefit of the Contractor.

To insure compliance with this policy, the Town of Thompson's Station requires each Contractor to carry adequate insurance coverage with a company or companies acceptable to said Town of Thompson's Station. The Town of Thompson's Station fully understands that no insurance policy of any company licensed to do business in the State of Tennessee is all encompassing in coverage or limit of liability.

### **II. INSURANCE REQUIREMENTS**

During performance and up to the date of final acceptance of the work, the Contractor must effect and maintain insurance hereafter checked as required. The first (primary) one million dollars (\$1,000,000) of Bodily Injury and Property Damage limits must be with a company or companies licensed to do business in Tennessee. The excess over one million dollars (\$1,000,000) may be with either a licensed or non-admitted company provided the non-admitted company is: (1) listed as approved to do business in Tennessee by the Tennessee Department of Insurance; (2) has a Best financial rating of A-X or better; and (3) is otherwise acceptable to the Administration of the Town of Thompson's Station.

All policies must be of the standard form of coverage as filed with and approved by the Commissioner of Insurance for the State of Tennessee or otherwise authorized. The contractor shall not commence work under the Contract unless and until he/she has obtained all insurance coverages required hereafter and such insurance has been approved by the Risk Manager of the Town of Thompson's Station.

If the box is checked beside the type of coverage, it will be required.

# **Insurance Requirements**

for contractors doing business with the  
**Town of Thompson's Station, Tennessee**

---

## **A. GENERAL LIABILITY**

1.  **Comprehensive General Liability**

The contractor shall have and maintain during the life of the Contract adequate Bodily Injury Liability Insurance and Property Damage Liability Insurance to protect him from all claims for Bodily Injury and Property Damage arising from the Contractor's operations under the Contract, whether such operations are by Contractor or any subcontractors performing work covered by the Contract. The Bodily Injury Liability Insurance shall pay on behalf of the Insured all sums up to the limits provided by the policy which the Insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at anytime resulting therefrom, sustained by any person other than an employee of the Contractor. The Property Damage Liability Insurance shall pay on behalf of the Insured all sums up to the limits provided by the policy which the Insured shall become legally obligated to pay as damages because of injury to, or destruction of property, including the loss of use thereof.

If there is a check mark here, this policy shall cover liability for damage to property caused by blasting, explosion, collapse, or structural injury to any building or structure, or damage to any property below the surface of the ground (Explosion, Collapse and Underground Damage) as applicable.

2.  **Premises and Operations Liability**

The Contractor shall have and maintain during the life of the Contract such Premises and Operations Liability Insurance as shall protect him and the Town of Thompson's Station from liability resulting from the operations under the Contract by the Contractor.

3.  **Products and Completed Operations Liability**

The Contractor shall provide such Products and Completed Operations Insurance as shall protect him from liability arising out of or relating to the Contract and including those products involved in the work for which he is responsible.

4.  **Broad Form Contractual Liability**

The Contractor shall have and maintain during the life of the Contract such Contractual Liability Insurance as shall protect him from liability resulting from the execution of the Contract by the Contractor. If coverage is not provided on the blanket form basis, a copy of the policy or endorsement providing coverage for contractual liability assumed by the Contractor shall be included under Certificate of Insurance.

# **Insurance Requirements**

**for contractors doing business with the**

## **Town of Thompson's Station, Tennessee**

---

- B.**  ***COMPREHENSIVE AUTOMOBILE LIABILITY*** *(all owned, hired and non-owned)*

The Contractor shall have and maintain during the life of the Contract such Comprehensive Automobile Liability (all owned, hired and non-owned) Insurance as shall protect the Contractor for claims arising out of or relating to the ownership, operation, maintenance and use of land motor vehicles and trailers intended for use therewith.

- C.**  ***WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY***

The Contractor shall have and maintain during the life of the Contract Workers' Compensation Insurance conforming with the requirements of the laws of Tennessee and, if applicable, the Jones Act and the Longshoremen's and Harbor Workers' Compensation Act. In case any employee or employees are not covered by such laws of Tennessee, the Contractor shall provide Employer's Liability coverage for the protection of such employee or employees.

- D.**  ***BUILDER'S RISK INSURANCE***

The Contractor shall have and maintain during the life of the Contract such Property Insurance upon his entire work at the site to the full insurable value thereof. This insurance shall protect the Town of Thompson's Station, as its interest may appear in the work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for the physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief. All Risk insurance may contain the normal exclusions such as, but not limited to, flood, earthquake, mysterious disappearance, inherent vice, war and nuclear event. If the Town of Thompson's Station requires coverage for flood or earthquake, specific requirements concerning same are set out hereafter in these specifications. If not covered otherwise, the Contractor shall have and maintain during the life of the Contract similar Property Insurance on portions of the work stored off the site or in transit when such portions of the work are to be included in any payment.

- E.**  ***OWNERS PROTECTIVE LIABILITY***

"The Contractor shall purchase and maintain during the life of this contract a policy of insurance naming the Owner, the Engineer, their officers, agents and employees as Named Insureds. Said policy shall protect the interest of the Named Insureds."

**Insurance Requirements**  
for contractors doing business with the  
**Town of Thompson’s Station, Tennessee**

---

F.  **OTHER INSURANCE**

---

---

---

**III. ADDITIONAL INSURANCE REQUIREMENTS**

A. *The Certificate or Certificates of Insurance shall contain the following provision:*

“The coverage provided shall not be canceled, reduced in coverage, or allowed to lapse unless and until the Town of Thompson’s Station receives at least thirty (30) days advance written notice of same. Said written notice must be delivered to the Risk Manager, at his office shown as the address of the Certificate Holder below.”

B. *Each of said policies set out above for contracts in excess of \$250,000 may contain a deductible feature not in excess of \$25,000 per occurrence. If a deductible feature is provided in a policy or policies, the Contractor shall be liable for said amount of any claim or loss. Each of said policies set out above for contracts not in excess of \$250,000 shall not contain a deductible feature.*

C. *The word “contract” above means the CONTRACT AND AGREEMENT (C & A) for this PROJECT. The word “Contractor” is the successful BIDDER who is the CONTRACTOR for this PROJECT. The limit “Ea. Person” is the monetary limit applied to each person injured in a given occurrence. The limit “Ea. Occur.” is the limit of the total liability for claims, subject to the limit for “Ea. Person,” from one common cause. The word “Aggregate” is the limit of the total liability for all damage of the specified coverage for each annual term of the insurance policy.*

D. *The CONTRACTOR is required to have the CERTIFICATE OF INSURANCE set out hereafter properly executed by an insurance company or insurance companies authorized to do business in the State of Tennessee. No other Certificate of Insurance shall be used.*

**IV. MINIMUM LIMITS OF COVERAGE**

Coverage shall be at least to the following minimum limits. If the Contractor has or obtains primary and umbrella excess policies, there shall be no gap between them.

**Insurance Requirements**  
for contractors doing business with the  
**Town of Thompson's Station, Tennessee**

---

**A. GENERAL LIABILITY**

**1. Comprehensive General Liability**

**a. For contracts in excess of \$250,000**

Bodily Injury	\$3,000,000	Ea. Occur.
	\$3,000,000	Aggregate
Property Damage	\$3,000,000	Ea. Occur.
	\$3,000,000	Aggregate

(or)

Combined Single Limit	\$3,000,000	Per Occur.
-----------------------	-------------	------------

**b. For contracts not in excess of \$250,000**

Bodily Injury	\$1,000,000	Ea. Occur.
	\$1,000,000	Aggregate
Property Damage	\$1,000,000	Ea. Occur.
	\$1,000,000	Aggregate

(or)

Combined Single Limit	\$1,000,000	Per Occur.
-----------------------	-------------	------------

**2. Premises and Operations Liability:** same limits as for Comprehensive General Liability as shown above.

**3. Products and Completed Operations Liability:** same limits as for Comprehensive General Liability as shown above.

**4. Broad Form Contractual Liability:** same limits as for Comprehensive General Liability as shown above.



# Insurance Requirements

for contractors doing business with the  
**Town of Thompson's Station, Tennessee**

---

**B. *COMPREHENSIVE AUTOMOBILE LIABILITY*** (all owned, hired and non-owned):

**1. For contracts in excess of \$250,000**

Bodily Injury	\$3,000,000	Ea. Person
	\$3,000,000	Ea. Occur.
Property Damage	\$3,000,000	Ea. Occur.
	\$3,000,000	Aggregate
(or)		
Combined Single Limit	\$3,000,000	Per Occur.

**2. For contracts not in excess of \$250,000**

Bodily Injury	\$1,000,000	Ea. Person
	\$1,000,000	Ea. Occur.
Property Damage	\$1,000,000	Ea. Occur.
	\$1,000,000	Aggregate
(or)		
Combined Single Limit	\$1,000,000	Per Occur.

**C. *WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY***

**1. For contracts in excess of \$250,000**

- |  |                    |  |
|--|--------------------|--|
| <b>a. Workers' Compensation</b>  | <b>\$1,000,000</b> |  |
| (including compliance with the Jones Act and the Longshoremen's and Harbor Workers Act, as applicable) |                    |  |
- |                                |                    |            |
|--------------------------------|--------------------|------------|
| <b>b. Employer's Liability</b> | <b>\$1,000,000</b> | Ea. Occur. |
|--------------------------------|--------------------|------------|

**2. For contracts not in excess of \$250,000**

- |  |                         |  |
|--|-------------------------|--|
| <b>a. Workers' Compensation</b>  | <b>Statutory Amount</b> |  |
| (including compliance with the Jones Act and the Longshoremen's and Harbor Workers Act, as applicable) |                         |  |
- |                                |                  |            |
|--------------------------------|------------------|------------|
| <b>b. Employer's Liability</b> | <b>\$300,000</b> | Ea. Occur. |
|--------------------------------|------------------|------------|

**Insurance Requirements**  
for contractors doing business with the  
**Town of Thompson's Station, Tennessee**

---

**D. *BUILDER'S RISK INSURANCE***

For all contracts, regardless of value:

Builder's Risk Insurance	Value of Structure
--------------------------	--------------------

**E. *OWNER'S AND CONTRACTOR'S PROTECTION***

**1. For contracts in excess of \$250,000**

Owner's Protective Liability	\$3,000,000
------------------------------	-------------

**2. For contracts not in excess of \$250,000**

Owner's Protective Liability	\$1,000,000
------------------------------	-------------

**F. *OTHER INSURANCE:*** *AS REQUIRED*

**Insurance Requirements**  
for contractors doing business with the  
**Town of Thompson's Station, Tennessee**

---

**V. CERTIFICATION**

This is to further certify to the Town of Thompson's Station concerning the policies of insurance listed and the coverages provided thereby that:

- A. *The Contractual Liability Insurance coverage is on a Blanket Broad Form basis unless this box () is checked and such coverage is fully explained on an attached sheet which becomes a part of this Certificate.*
- B. *The company or companies, upon request, agree to deliver within fifteen (15) days a certificate copy of any and/or all of the policies of insurance to the Town of Thompson's Station.*
- C. *If one (1) or more Umbrella Excess policies are used, there is no gap between the limits of the primary policies and the deductible features of the Umbrella Excess policies.*
- D. *Coverage under the primary policies has no deductible features unless there is a check mark here (). If there are deductible features or the insured has adopted a funded self-insurance program, such arrangements are fully explained on an attached sheet which becomes a part of this Certificate.*
- E. *The coverage provided shall not be cancelled, reduced in coverage, or allowed to lapse unless and until the Town of Thompson's Station receives at least thirty (30) days advance written notice of same. Said written notice must be delivered to the Certificate Holder as listed below and, if one is listed below, to the Secondary Certificate Holder.*

CERTIFICATE HOLDER:

DATE ISSUED: \_\_\_\_\_

Town of Thompson's Station  
Town Clerk  
1550 Thompson's Station Road West  
Thompson's Station, TN 37179

\_\_\_\_\_  
(Agency or Company)

By \_\_\_\_\_  
(Authorized Representative)  
(Attach Power of Attorney)

SECONDARY CERTIFICATE HOLDER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Town Department: \_\_\_\_\_

Purchasing Office  
Solicitation No.: \_\_\_\_\_

## SECTION II – GENERAL SPECIFICATIONS

N/A

## **SECTION III - PERMITS**

## **APPENDIX**

NOTICE OF AWARD

NOTICE TO PROCEED

APPLICATION FOR PAYMENT

REQUEST FOR CONSTRUCTION CHANGE

REQUEST FOR INFORMATION (RFI)

NOTICE OF WARRANTY PERIOD

**NOTICE OF AWARD**

---

Town of Thompson's Station	Date	_____
Town Hall	Contract No.	_____
1550 Thompson's Station Road West	Project	<u>Critz Lane Improvements Project</u>
Thompson's Station, TN 37179		<u>Thompson's Station, Tennessee</u>

---

PROJECT: Critz Lane Improvements Project located in Thompson's Station Tennessee for the Town of Thompson's Station, Tennessee

The OWNER has considered the BID submitted by you for the above-described PROJECT in response to its ADVERTISEMENT TO BIDDERS dated \_\_\_\_\_ and NOTICE TO BIDDERS.

You are hereby notified that your BID has been accepted in the amount of \_\_\_\_\_

---

You are required by the INSTRUCTIONS TO BIDDERS to execute the CONSTRUCTION CONTRACT and furnish the required BONDS within ten calendar days from the date of this NOTICE OF AWARD to you.

If you fail to execute said Construction Contract and furnish the PAYMENT BOND and the PERFORMANCE BOND within ten days from the date of this NOTICE OF AWARD, the OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_ day of \_\_\_\_\_ 20\_\_.

Sincerely,

\_\_\_\_\_  
TOWN OF THOMPSON'S STATION TENNESSEE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NOTICE TO PROCEED**

---

Town of Thompson's Station  
Town Hall  
1550 Thompson's Station Road West  
Thompson's Station, TN 37179

Date \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Project Critz Lane Improvements Project  
Thompson's Station, Tennessee

---

You are hereby notified to commence work in accordance with the above referenced Contract on \_\_\_\_\_ and you are to complete the work within \_\_\_\_\_ consecutive calendar days thereafter. The date of completion of all work is, therefore, \_\_\_\_\_

TOWN OF THOMPSON'S STATION, TN

By: \_\_\_\_\_  
TOWN PROJECT MANAGER

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

ACCEPTED

Receipt of the above Notice to Proceed is hereby acknowledged by \_\_\_\_\_, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
CONTRACTOR (Authorized Signature)

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



**APPLICATION FOR PAYMENT NO. \_\_\_\_\_**

To: \_\_\_\_\_ (OWNER)  
From: \_\_\_\_\_ (CONTRACTOR)  
Contract: \_\_\_\_\_  
Project: \_\_\_\_\_  
OWNER's Contract No. \_\_\_\_\_ ENGINEER's Project No. \_\_\_\_\_  
For Work accomplished through the date of \_\_\_\_\_

---

1.	Original Contract Price:	\$ _____
2.	Net change by Change Orders and Written Amendments (+ or -)	\$ _____
3.	Current Contract Price (1 plus 2)	\$ _____
4.	Total completed and stored to date:	\$ _____
5.	Retainage (per Agreement):	
	_____ % of completed Work:	\$ _____
	_____ % of stored material:	\$ _____
	Total Retainage:	\$ _____
6.	Total completed and stored to date less retainage (4 minus 5):	\$ _____
7.	Less previous Application for Payments	\$ _____
8.	DUE THIS APPLICATION (6 MINUS 7)	\$ _____

---

Accompanying Documentation:

**CONTRACTOR'S Certification:**

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER or account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through \_\_\_\_\_ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated \_\_\_\_\_  
\_\_\_\_\_ CONTRACTOR

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

State of \_\_\_\_\_  
County of \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_  
Day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated \_\_\_\_\_  
\_\_\_\_\_ ENGINEER  
By: \_\_\_\_\_

# **APPLICATION FOR PAYMENT**

## **INSTRUCTIONS**

---

### **A. GENERAL INFORMATION**

The sample form of Schedule of Values is intended as a guide only. Many projects require a more extensive form with space for numerous items, descriptions of Change Orders, identification of variable quantity adjustments, summary of materials and equipment stored at the site and other information. It is expected that a separate form will be developed by Engineer and Contractor at the time contractor's Schedule of Values is finalized. Note also that the format for retainage must be changed if the Contract permits (or the law provides), and Contractor elects to deposit securities in lieu of retainage. Refer to Article 14 of the General Conditions for provisions concerning payments to Contractor.

### **B. COMPLETING THE FORM**

The Schedule of Values, submitted and approved as provided in paragraphs 2.05.B.3 and 2.07 of the General Conditions, should be reproduced as appropriate in the space indicated on the Application for Payment form. Note that the cost of materials and equipment is often listed separately from the cost of installation. Also, note that each Unit Price is deemed to include Contractor's overhead and profit.

All Change Orders affecting the Contract Price should be identified and included in the Schedule of Values as required for progress payments.

The form is suitable for use in the Final Application for Payment as well as for Progress Payments; however, the required accompanying documentation is usually more extensive for final payment. All accompanying documentation should be identified in the space provided on the form.

### **C. LEGAL REVIEW**

All accompanying documentation of a legal nature, such as Lien waivers, should be reviewed by an attorney, and Engineer should so advise Owner.



**Request for Construction Change  
Change Order No. \_\_\_\_\_**

Town of Thompson's Station  
Town Hall  
1550 Thompson's Station Road West  
Thompson's Station, TN 37179

Contract No. \_\_\_\_\_  
Project \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Whereas, we \_\_\_\_\_ entered into an contract with the TOWN OF THOMPSON'S STATION, on \_\_\_\_\_, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Town at the prices scheduled therefore below:

**Reason for Change Order:**

**Attachments (List documents supporting change):**

Item No.	Description of Work	Unit	Estimate Quantity	Unit Price	Amount
<b>TOTAL</b>					

<b>CHANGE IN CONTRACT PRICE:</b>
Original Contract Price _____
Net Increase (Decrease) from previous Change Orders No. 0 to ____: _____
Contract Price prior to this Change Order: _____
Net increase (decrease) of this Change Order: _____
Contract Price with all approved Change Orders: _____

<b>CHANGE IN CONTRACT TIMES:</b>
Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
Net change from previous Change Orders No. 0 to ____ to: Substantial Completion: _____ Ready for final payment: _____
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
Net increase (decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Now, Therefore, We, \_\_\_\_\_ Contractors, hereby agree to this Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except in so far as specifically modified by this supplemental Agreement.

RECOMMENDED FOR APPROVAL BY:

By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_  
ENGINEER TOWN PROJECT MANAGER DIRECTOR OF ENGINEERING

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

ACCEPTED

By: \_\_\_\_\_  
CONTRACTOR (Authorized Signature)

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

APPROVED:

By: \_\_\_\_\_  
OWNER (Authorized Signature)

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

**REQUEST FOR INFORMATION (RFI)**

PROJECT NAME

TO:

DATE: \_\_\_\_\_

RFI No: \_\_\_\_\_

NO. OF ATTACHMENTS: \_\_\_\_\_

FROM:

SPEC. SECTION \_\_\_\_\_

SUBMITTAL NO.: \_\_\_\_\_

DRAWINGS: \_\_\_\_\_

**RFI Description: (Fully describe the question or type of information requested)**

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

REQUEST FORWARDED TO: \_\_\_\_\_

RESPONSE FORWARDED TO: \_\_\_\_\_

CONTRACTOR

BY: \_\_\_\_\_ DATE

BY: \_\_\_\_\_ DATE:

**Response:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_ REPRESENTING: \_\_\_\_\_

NOTE: By responding to the RFI, we do not agree to any additional cost and/or time. Any additional cost and/or time shall be submitted in accordance with the requirements of the contract documents.

**NOTICE OF WARRANTY PERIOD**

---

Town of Thompson's Station Town Hall 1550 Thompson's Station Road West Thompson's Station, TN 37179	Contract No. _____ Project _____ _____ _____
--	---

---

Whereas, we \_\_\_\_\_ (CONTRACTOR) entered into a contract with the TOWN OF THOMPSON'S STATION, on \_\_\_\_\_ for the construction by said Contractor of the above designated contract; and Whereas, as part of the contract documents the CONTRACTOR is required to guarantee all work for one year and provide a one-year warranty from the date of final acceptance by the TOWN OF THOMPSON'S STATION; and Whereas the date of final acceptance of all work is \_\_\_\_\_ and the 1-year warranty period will officially expire on \_\_\_\_\_

RECOMMENDED FOR APPROVAL BY:

By: _____ ENGINEER	By: _____ TOWN PROJECT MANAGER
Date: _____	Date: _____

ACCEPTED

By: \_\_\_\_\_  
CONTRACTOR (Authorized Signature)

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

ORDINANCE NO. 2020-010

**AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO  
AMEND TITLE 14, CHAPTER 2 OF THE MUNICIPAL CODE FOR THOMPSON'S  
STATION**

WHEREAS, the Board of Mayor and Alderman of the Town of Thompson's Station, Tennessee did, after a public hearing, pass on the first and second readings on and respectively, an Ordinance creating a separate Design Review Commission and codified by Municipal Code Title 14, Chapter 2 pursuant to the statutory authority under TENN. CODE ANN. § 6-2-201 (33); and

WHEREAS, the Design Review Commission of the Town of Thompson's Station, Tennessee has been acting and proceeding under that authority and whereas the statutory provisions under TENN CODE ANN. § 6-4-133 have been revised by the State of Tennessee related to certain portions of the Municipal Code applicable to the Design Review Commission; and

WHEREAS, the Board of Mayor and Alderman of the Town of Thompson's Station, Tennessee has determined the need to amend Title 14, Chapter 2 of the Municipal Code reflective of those statutory revisions related to the Design Review Commission; specifically in Municipal Code Section 14-201 related to the use of the current International Building Code and Municipal Code Section 14-202 as it relates to the appointment of members to the Design Review Committee; and

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, as follows:

**Section 1.** That the Town of Thompson's Station's Municipal Code Chapter 14 be amended as provided hereinafter;

**Section 2.** That the Town of Thompson's Station's Municipal Code Section 14-201 is amended by deleting the current language of Section 14-201 and replacing the language with the following:

There is here and now created a design review commission for the Town of Thompson's Station, Tennessee which shall have the authority to develop general guidelines and to develop procedures for the approval of such guidelines for the exterior appearance of all non-residential property, multi-family residential property (as defined by the 2015 International Building Code or as it relates to the prospective version(s) of the International Building Code adopted and utilized by the Town of Thompson's Station) and any entrance to non-residential developments within the municipality.

A copy of the "Design Guidelines" adopted by the town on September 9, 2008, is located in Appendix B of this Code or a current copy may be requested from the Planning and Codes office for the Town of Thompson's Station. (Ord. #07-002, February, 2007, modified, Ord. #2020-010, date)



**Section 3.** That the Town of Thompson's Station's Municipal Code Section 14-202 is amended by deleting the current language of Section 14-202 and replacing the language with the following:

The Mayor shall appoint the members of the design review commission from residents of the municipality and shall strive to ensure that the membership is representative of the municipality as a whole, including, if possible, members with either architectural or engineering knowledge, or any other person having experience in nonresidential building. (Ord. 2020-010, date)

**Section 4.** If any section or part of the Ordinance, including any amendments thereto, is determined to be invalid for any reason, such section or part shall be deemed to be a separate and independent provision. All other sections or parts shall remain in full force and effect. If any section or part of the Ordinance is invalid in one or more of its applications, that section or part shall remain in effect for all other valid applications.

**Section 5.** This ordinance shall take effect immediately upon passage by the Board of Mayor and Aldermen, the public welfare requiring it.

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, on the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Corey Napier, Mayor

First Reading: August 11, 2020 at 7:00 PM

Second Reading: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Regina Fowler, Town Recorder

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Town Attorney

West's Tennessee Code Annotated  
Title 6. Cities and Towns  
Municipal Government Generally  
Chapter 54. Municipal Powers Generally  
Part 1. General Provisions

T. C. A. § 6-54-133

§ 6-54-133. **Design review commission**; duties; membership; appeal

Effective: May 28, 2008

Currentness

Any municipality may create a **design review commission** (DRC) having the authority to develop general guidelines for the exterior appearance of nonresidential property, multiple family residential property, and any entrance to a nonresidential development within the municipality. The municipal governing body may designate the planning **commission** as the DRC. When the municipality creates a separate DRC, the mayor shall appoint the members of the DRC from residents of the municipality and shall strive to ensure that the membership is representative of the municipality as a whole, including, if possible, members with either architectural or engineering knowledge, or any other person having experience in nonresidential building. Any property owner affected by the guidelines may appeal a decision of the DRC to the municipality's planning **commission** or, if there is no planning **commission** or if the municipality has designated the planning **commission** as the DRC, to the municipality's governing body.

**Credits**

2008 Pub.Acts, c. 1049, § 1, eff. May 28, 2008.

T. C. A. § 6-54-133, TN ST § 6-54-133

Current with laws from the 2020 First Reg. Sess. of the 111th Tennessee General Assembly, eff. through July 15, 2020. Pursuant to §§ 1-1-110, 1-1-111, and 1-2-114, the Tennessee Code Commission certifies the final, official version of the Tennessee Code and, until then, may make editorial changes to the statutes. References to the updates made by the most recent legislative session should be to the Public Chapter and not to the T.C.A. until final revisions have been made to the text, numbering, and hierarchical headings on Westlaw to conform to the official text.

## CHAPTER 2

### DESIGN REVIEW COMMISSION'

#### SECTION

- 14-201. Creation and authority.
- 14-202 Membership.
- 14-203 Subordinate to planning commission; appeal.

**14-201. Creation and authority.** ~~There is here and now created a design review commission for the Town of Thompson's Station, Tennessee which shall have the authority to develop general guidelines and to develop procedures for the approval of such guidelines for the exterior appearance of all non-residential property, multi-family residential property (as defined by the 2003 International Building Code) and any entrance to non-residential developments within the municipality.~~

~~\_\_\_\_\_ A copy of the "Design Guidelines" adopted by the town September 9, 2008 is located in Appendix B of this code. (Ord. #07-002, Feb. 2007, modified)~~

~~There is here and now created a design review commission for the Town of Thompson's Station, Tennessee which shall have the authority to develop general guidelines and to develop procedures for the approval of such guidelines for the exterior appearance of all non-residential property, multi-family residential property (as defined by the 2015 International Building Code or as it relates to the prospective version(s) of the International Building Code adopted and utilized by the Town of Thompson's Station) and any entrance to non-residential developments within the municipality.~~

~~\_\_\_\_\_ A copy of the "Design Guidelines" adopted by the town on September 9, 2008, is located in Appendix B of this Code or a current copy may be requested from the Planning and Codes office for the Town of Thompson's Station. (Ord. #07-002, February, 2007, modified, Ord. #2020-\_\_\_\_\_, date)~~

**14-202. Membership.** ~~This board of mayor and aldermen shall designate and appoint five (5) citizens of the municipality to serve as members of this design review commission, with staggered terms to be established by said commission under by laws as it shall adopt.~~

~~(Ord. #07-002, Feb. 2007) The Mayor shall appoint the members of the design review commission from residents of the municipality and shall strive to ensure that the membership is representative of the municipality as a whole, including, if possible, members with either architectural or engineering knowledge, or any other person having experience in nonresidential building. (Ord. 2020-\_\_\_\_\_, date)~~

**14-203. Subordinate to planning commission; appeal.** The authority granted to the design review commission of the town is subordinate to and in no way exceeds the authority

delegated to the Thompson's Station Municipal Planning Commission pursuant to Tennessee Code Annotated, title 13 chapter 4 as amended.

Any property owner aggrieved by a decision promulgated under the guidelines of the design review commission may appeal such decision to the Thompson's Station Municipal Planning Commission for review of the decisions made by filing a written appeal with the office of the town recorder not less than thirty (30) days following the decision of the design review commission. Said appeal shall be de novo. (Ord. #07-002, Feb 2007)

---

<sup>1</sup>Municipal code reference  
Design guidelines: Appendix B.

ORDINANCE NO. 07- 002

**AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN PURSUANT TO PUBLIC CHAPTER 796, TENNESSEE CODE ANNOTATED 6-2-201 (33) CREATING A Design Review Commission.**

**WHEREAS**, the Town of Thompson's Station, Tennessee is a municipal corporation having a general law charter pursuant to Tennessee Code Annotated 6-1-101, et seq., as amended; and

**WHEREAS**, Public Chapter No. 796 of the General Assembly of the State of Tennessee did amend Section 6-2-201, Tennessee Code Annotated, providing for an additional municipal power under a Mayor-Aldermanic Charter; and

**WHEREAS**, Public Chapter No. 796 has now been codified as 6-2-201 (33), Tennessee Code Annotated, whereby the municipal authority may create a Design Review Commission under the terms of said legislation which became effective May 26, 2006.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE**, as follows, to wit:

1. There is here and now created a Design Review Commission for the Town of Thompson's Station, Tennessee which shall have the authority to develop general guidelines and to develop procedures for the approval of such guidelines for the exterior appearance of all non-residential property, multi-family residential property (as defined by the 2003 International Building Code) and any entrance to non-residential developments within the municipality.
2. The authority granted to the Design Review Commission of the Town is subordinate to and in no way exceeds the authority delegated to the Thompson's Station Municipal Planning Commission pursuant to Title 13, Chapter 4, Tennessee Code Annotated, as amended.
3. Any property owner aggrieved by a decision under the to be promulgated guidelines of the Design Review Commission may appeal such decision to the Thompson's Station Municipal Planning Commission for review of the decisions made by filing a written appeal with the Office of the City Recorder not less than thirty (30) days following the decision of the Design Review Commission. Said appeal shall be de novo.
4. The Board of Mayor and Aldermen shall designate and appoint five (5) citizens of the municipality to serve as members of the Design Review Commission, with staggered terms to be established by said Commission under by-laws as it shall adopt.

ORDAINED this 13<sup>th</sup> day of February, 2007.

  
\_\_\_\_\_  
Leon Heron, Mayor

ATTEST:

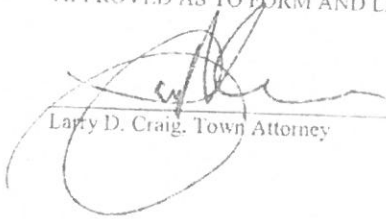
  
\_\_\_\_\_  
Douglas Goetsch, Town Recorder

Submitted to Public hearing on the 13<sup>th</sup> of February, 2007, at 7:00 p.m., prevailing time, after publication in the *Williamson A.M.* Newspaper, a newspaper of general circulation, said publication date being January 29<sup>th</sup>, 2007.

Passed First Reading: January 9, 2007

Passed Second Reading: February 13, 2007

APPROVED AS TO FORM AND LEGALITY:



Larry D. Craig, Town Attorney

# Monthly Finance Report

Town of Thompson's Station

For the period ended August 31, 2020



Prepared by

**Steve Banks, Finance Director**

Prepared on

**September 1, 2020**

# Table of Contents

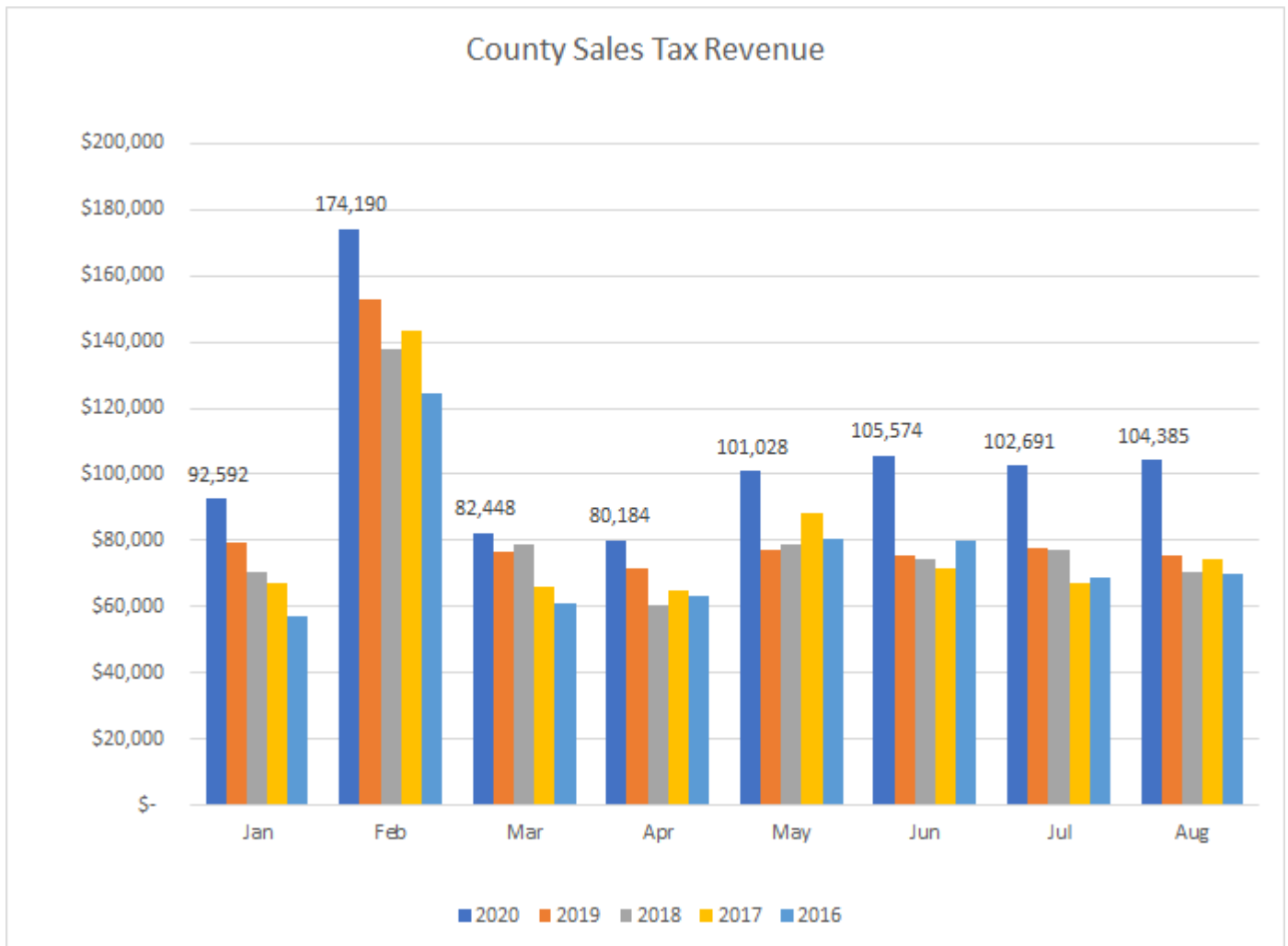
---

Financial Summary - Notes .....	3
New Residential Permits Issued .....	4
Wastewater Fund info .....	5
Current Debt Obligations .....	6
General Fund: Budget VS Actuals .....	7
General Fund - Statement of Activities .....	8
General Fund - EXPANDED Activities .....	9
General Fund - Capital Expenditures .....	12
General Fund Debt Obligations .....	14
Wastewater Fund Budget VS Actuals .....	15
Wastewater Fund Statement of Activities .....	16
Wastewater Fund EXPANDED Activities .....	17
Wastewater Fund Capital Projects Activity .....	19
Unaudited CASH BALANCES .....	20



# Financial Summary - Notes

County Sales Tax Revenue is received at the end of each month and typically lags by 2 months.



# New Residential Permits Issued

---

## New Residential Permits Issued 2016 -2020

### Monthly Comparison

	2016	2017	2018	2019	2020
January	17	11	12	19	12
February	16	29	24	6	13
March	23	21	17	16	11
April	19	6	24	33	20
May	23	18	15	23	14
June	24	13	10	14	22
July	10	21	17	13	12
August	19	17	31	25	5
September	4	26	21	15	
October	17	9	17	8	
November	13	43	12	15	
December	13	8	5	16	
TOTAL FOR YEAR:	198	222	205	203	109
SFR:	153	181	173	160	80
TWN:	39	33	22	26	28
OTHER:	6	8	10	17	1

# Wastewater Fund info

The wastewater fee is calculated from monthly data received from HB&TS water utility. The data is reviewed by the Finance Director and the wastewater fee is calculated, sent out for printing and mailing of statements.

This is a summary of that data for the August 31, 2020 data.

Account Types	Service Areas						Grand Total
	AW	BV	FC	HC	RP	TV	
Builder		29	19			41	89
Commercial WW			1	11	33		45
Wastewater	11	450	696		1	595	1753
<b>Grand Total</b>	<b>11</b>	<b>479</b>	<b>716</b>	<b>11</b>	<b>34</b>	<b>636</b>	<b>1887</b>
<b>As August 07, 2020 meter reading from HB &amp; TS</b>							
<b>Area</b>	<b>Sum of Water Usage</b>						
AW	67,100	Allenwood					
BV	2,882,000	Bridgemore					
FC	4,169,600	Canterbury					
HC	189,900	Heritage Commons					
No Serv	660,000	Septic					
RP	1,425,000	Regional Plant					
TV	2,849,100	Tollgate					
<b>Grand Total</b>	<b>12,242,700</b>						
<b>WW Billing for August 31, 2020</b>							
Commercial	\$	27,447					
Builder accounts	\$	2,246					
Residential	\$	78,942					
<b>Total WW Fees - July 2020</b>	<b>\$</b>	<b>108,635</b>					
<b>Accounts at \$55 cap</b>							
No of Accounts		699					
Amount over \$55	\$	27,749					
Percent of all Res. Accts		38%					

# Current Debt Obligations

	Current Debt					
Debt Limit	\$	5,000,000				
Current Balances						
Gen Fund Notes	\$	1,751,200				
Wastewater Note	\$	315,815				
Debt Limit Avail.	\$	2,932,985				
<b>Capital Improvement Projects (Totals as presented at July 22, 2020 BOMA Workshop)</b>						
		<u>FY2021</u>	<u>FY2022</u>	<u>FY2023</u>	<u>FY2024</u>	<u>FY2025</u>
General Fund	\$	2,904,000	\$ 4,825,800	\$ 9,063,600	\$ 5,163,600	\$ 4,447,900
Wastewater Fund	\$	3,505,000	\$ 11,350,000	\$ -	\$ 670,000	\$ 9,000,000
<b>Total CIP</b>	\$	<b>6,409,000</b>	<b>\$ 16,175,800</b>	<b>\$ 9,063,600</b>	<b>\$ 5,833,600</b>	<b>\$ 13,447,900</b>

# General Fund: Budget VS Actuals

July 2020 - June 2021

	General Fund				Total			
	Actual	Budget	Remaining	% of Budget	Actual	Budget	Remaining	% of Budget
<b>INCOME</b>								
34100 Total Property Tax Revenues	777	290,000	289,223	0.00 %	777	290,000	289,223	0.00 %
34200 Total Sales Tax Revenues	354,340	1,650,000	1,295,660	21.00 %	354,340	1,650,000	1,295,660	21.00 %
34300 Total Gas Tax Revenues	29,421	175,000	145,579	17.00 %	29,421	175,000	145,579	17.00 %
34400 Total Building/Impact Fees	309,548	702,000	392,452	44.00 %	309,548	702,000	392,452	44.00 %
34500 Total Alcohol Tax Revenues	29,956	134,600	104,644	22.00 %	29,956	134,600	104,644	22.00 %
34600 Total Grants		164,000	164,000		0	164,000	164,000	0%
34700 Total All Other Revenues	16,133	137,200	121,067	12.00 %	16,133	137,200	121,067	12.00 %
<b>Total Income</b>	<b>740,175</b>	<b>3,252,800</b>	<b>2,512,625</b>	<b>23.00 %</b>	<b>740,175</b>	<b>3,252,800</b>	<b>2,512,625</b>	<b>23.00 %</b>
<b>GROSS PROFIT</b>	<b>740,175</b>	<b>3,252,800</b>	<b>2,512,625</b>	<b>23.00 %</b>	<b>740,175</b>	<b>3,252,800</b>	<b>2,512,625</b>	<b>23.00 %</b>
<b>EXPENSES</b>								
43100 Total Payroll Costs	134,622	858,634	724,012	16.00 %	134,622	858,634	724,012	16.00 %
43200 Total Streets and Roads	16,124	236,000	219,876	7.00 %	16,124	236,000	219,876	7.00 %
43300 Total Professional Fees	27,672	413,000	385,328	7.00 %	27,672	413,000	385,328	7.00 %
43400 Total Operating Costs	64,989	243,650	178,661	27.00 %	64,989	243,650	178,661	27.00 %
43500 Total County Services	108,122	133,000	24,878	81.00 %	108,122	133,000	24,878	81.00 %
49030 Debt Service		294,211	294,211		0	294,211	294,211	0%
49900 Total Capital Improvement Costs	75,276	2,904,000	2,828,724	3.00 %	75,276	2,904,000	2,828,724	3.00 %
<b>Total Expenses</b>	<b>426,805</b>	<b>5,082,495</b>	<b>4,655,690</b>	<b>8.00 %</b>	<b>426,805</b>	<b>5,082,495</b>	<b>4,655,690</b>	<b>8.00 %</b>
<b>NET OPERATING INCOME</b>	<b>313,369</b>	<b>-1,829,695</b>	<b>-2,143,064</b>	<b>-17.00 %</b>	<b>313,369</b>	<b>-1,829,695</b>	<b>-2,143,064</b>	<b>-17.00 %</b>
<b>NET INCOME</b>	<b>\$313,369</b>	<b>\$ -1,829,695</b>	<b>\$ -2,143,064</b>	<b>-17.00 %</b>	<b>\$313,369</b>	<b>\$ -1,829,695</b>	<b>\$ -2,143,064</b>	<b>-17.00 %</b>

# General Fund - Statement of Activities

July - August, 2020

	Jul 2020				Aug 2020				Total			
	Current	Jul 2019 (PY)	Change	% Change	Current	Aug 2019 (PY)	Change	% Change	Current	Jul - Aug, 2019 (PY)	Change	% Change
<b>INCOME</b>												
34100 Total Property Tax Revenues	676	717	-41	-6.00 %	101	2,135	-2,034	-95.00 %	777	2,852	-2,075	-73.00 %
34200 Total Sales Tax Revenues	202,497	123,972	78,525	63.00 %	151,818	131,055	20,763	16.00 %	354,315	255,027	99,288	39.00 %
34300 Total Gas Tax Revenues	13,849	15,418	-1,570	-10.00 %	15,573	14,835	738	5.00 %	29,421	30,253	-832	-3.00 %
34400 Total Building/Impact Fees	71,099	65,273	5,826	9.00 %	226,126	114,346	111,780	98.00 %	297,225	179,619	117,607	65.00 %
34500 Total Alcohol Tax Revenues	15,013	10,237	4,776	47.00 %	14,943	12,365	2,578	21.00 %	29,956	22,602	7,354	33.00 %
34700 Total All Other Revenues	1,797	9,413	-7,616	-81.00 %	14,336	7,538	6,798	90.00 %	16,133	16,951	-818	-5.00 %
<b>Total Income</b>	<b>304,931</b>	<b>225,030</b>	<b>79,900</b>	<b>36.00 %</b>	<b>422,896</b>	<b>282,274</b>	<b>140,623</b>	<b>50.00 %</b>	<b>727,827</b>	<b>507,304</b>	<b>220,523</b>	<b>43.00 %</b>
<b>GROSS PROFIT</b>	<b>304,931</b>	<b>225,030</b>	<b>79,900</b>	<b>36.00 %</b>	<b>422,896</b>	<b>282,274</b>	<b>140,623</b>	<b>50.00 %</b>	<b>727,827</b>	<b>507,304</b>	<b>220,523</b>	<b>43.00 %</b>
<b>EXPENSES</b>												
43100 Total Payroll Costs	72,479	60,267	12,212	20.00 %	61,127	63,967	-2,840	-4.00 %	133,606	124,234	9,372	8.00 %
43200 Total Streets and Roads	6,014	5,051	963	19.00 %	10,111	8,183	1,928	24.00 %	16,124	13,234	2,890	22.00 %
43300 Total Professional Fees	8,582	37,675	-29,093	-77.00 %	19,090	11,378	7,712	68.00 %	27,672	49,053	-21,381	-44.00 %
43400 Total Operating Costs	12,246	37,170	-24,924	-67.00 %	52,743	55,573	-2,831	-5.00 %	64,989	92,744	-27,755	-30.00 %
43500 Total County Services	108,122	8,993	99,130	1,102.00 %		8,993	-8,993	-100.00 %	108,122	17,985	90,137	501.00 %
49900 Total Capital Improvement Costs	28,800		28,800		46,476	4,200	42,276	1,007.00 %	75,276	4,200	71,076	1,692.00 %
<b>Total Expenses</b>	<b>236,242</b>	<b>149,155</b>	<b>87,087</b>	<b>58.00 %</b>	<b>189,547</b>	<b>152,294</b>	<b>37,253</b>	<b>24.00 %</b>	<b>425,789</b>	<b>301,449</b>	<b>124,340</b>	<b>41.00 %</b>
<b>NET OPERATING INCOME</b>	<b>68,688</b>	<b>75,875</b>	<b>-7,187</b>	<b>-9.00 %</b>	<b>233,350</b>	<b>129,980</b>	<b>103,370</b>	<b>80.00 %</b>	<b>302,038</b>	<b>205,855</b>	<b>96,183</b>	<b>47.00 %</b>
<b>NET INCOME</b>	<b>\$68,688</b>	<b>\$75,875</b>	<b>\$ -7,187</b>	<b>-9.00 %</b>	<b>\$233,350</b>	<b>\$129,980</b>	<b>\$103,370</b>	<b>80.00 %</b>	<b>\$302,038</b>	<b>\$205,855</b>	<b>\$96,183</b>	<b>47.00 %</b>

# General Fund - EXPANDED Activities

July - August, 2020

	Jul 2020		Aug 2020		Total	
	Current	Jul 2019 (PY)	Current	Aug 2019 (PY)	Current	Jul - Aug, 2019 (PY)
<b>INCOME</b>						
34100 Total Property Tax Revenues					0	0
31111 Real Property Tax Revenue	676	717	101	2,135	777	2,852
<b>Total 34100 Total Property Tax Revenues</b>	<b>676</b>	<b>717</b>	<b>101</b>	<b>2,135</b>	<b>777</b>	<b>2,852</b>
34200 Total Sales Tax Revenues					0	0
31610 Local Sales Tax - Trustee	102,691	77,907	104,385	75,536	207,076	153,443
31810 Adequate School Facilities Tax	5,009	4,854	5,070	5,072	10,079	9,926
32260 Business Tax Revenue	58,066	4,258	2,658	8,505	60,724	12,763
33510 Local Sales Tax - State	36,731	36,953	39,706	41,942	76,437	78,896
<b>Total 34200 Total Sales Tax Revenues</b>	<b>202,497</b>	<b>123,972</b>	<b>151,818</b>	<b>131,055</b>	<b>354,315</b>	<b>255,027</b>
34300 Total Gas Tax Revenues					0	0
33552 State Streets & Trans. Revenue	782	782	782	782	1,564	1,564
33553 SSA - Motor Fuel Tax	6,700	7,897	7,609	7,627	14,309	15,524
33554 SSA - 1989 Gas Tax	3,001	1,256	1,174	1,183	4,175	2,439
33555 SSA - 3 Cent Gas Tax		2,327	2,175	2,192	2,175	4,519
33556 SSA - 2017 Gas Tax	3,366	3,156	3,833	3,051	7,199	6,207
<b>Total 34300 Total Gas Tax Revenues</b>	<b>13,849</b>	<b>15,418</b>	<b>15,573</b>	<b>14,835</b>	<b>29,421</b>	<b>30,253</b>
34400 Total Building/Impact Fees					0	0
32200 Building Permits	25,079	26,220	210,864	44,271	235,944	70,491
32230 Submittal & Review Fees	10,963	425	225	800	11,188	1,225
32300 Impact Fees	35,057	38,628	15,037	69,275	50,094	107,903
<b>Total 34400 Total Building/Impact Fees</b>	<b>71,099</b>	<b>65,273</b>	<b>226,126</b>	<b>114,346</b>	<b>297,225</b>	<b>179,619</b>
34500 Total Alcohol Tax Revenues					0	0
31710 Wholesale Beer Tax	12,285	9,430	11,820	9,856	24,105	19,286
31720 Wholesale Liquor Tax	1,877	187	2,454	1,354	4,331	1,542
33535 Mixed Drink Tax	850	620	669	1,155	1,520	1,774
<b>Total 34500 Total Alcohol Tax Revenues</b>	<b>15,013</b>	<b>10,237</b>	<b>14,943</b>	<b>12,365</b>	<b>29,956</b>	<b>22,602</b>
34700 Total All Other Revenues					0	0
31900 CATV Franchise Fee Income		4,799	6,361	2,948	6,361	7,747

	Jul 2020			Aug 2020			Total
	Current	Jul 2019 (PY)	Current	Aug 2019 (PY)	Current	Jul - Aug, 2019 (PY)	
36120 Interest Earned - Invest. Accts	891	3,189	1,378	3,328	2,269		6,517
37746 Parks Revenue	56	1,050	5,748	2,087	5,804		3,137
37747 Parks Deposit Return		-200		-1,400	0		-1,600
<b>Total 37746 Parks Revenue</b>	<b>56</b>	<b>850</b>	<b>5,748</b>	<b>687</b>	<b>5,804</b>		<b>1,537</b>
37990 Other Revenue	850	575	850	575	1,700		1,150
<b>Total 34700 Total All Other Revenues</b>	<b>1,797</b>	<b>9,413</b>	<b>14,336</b>	<b>7,538</b>	<b>16,133</b>		<b>16,951</b>
<b>Total Income</b>	<b>304,931</b>	<b>225,030</b>	<b>422,896</b>	<b>282,274</b>	<b>727,827</b>		<b>507,304</b>
<b>GROSS PROFIT</b>	<b>304,931</b>	<b>225,030</b>	<b>422,896</b>	<b>282,274</b>	<b>727,827</b>		<b>507,304</b>
<b>EXPENSES</b>							
43100 Total Payroll Costs					0		0
41110 Payroll Expense	54,966	44,300	47,224	52,810	102,190		97,110
41141 Payroll Taxes - FICA	3,397	2,850	2,917	3,274	6,315		6,124
41142 Payroll Taxes - Medicare	795	667	682	766	1,477		1,432
41147 Payroll Taxes - SUTA	137	110	-128	58	9		168
41289 Employee Retirement Expense	2,647	5,465	2,204	2,164	4,851		7,629
41514 Insurance - Employee Medical	10,536	6,876	8,227	4,895	18,764		11,771
<b>Total 43100 Total Payroll Costs</b>	<b>72,479</b>	<b>60,267</b>	<b>61,127</b>	<b>63,967</b>	<b>133,606</b>		<b>124,234</b>
43200 Total Streets and Roads					0		0
41264 Repairs & Maint - Vehicles		160		2,300	0		2,460
41268 Repairs & Maint-Roads, Drainage	3,073	1,820	-11	2,188	3,062		4,009
41269 SSA - Street Repair Expense	337	630	10,122	2,092	10,459		2,722
41270 Vehicle Fuel & Oil Expense	2,603	2,441		1,603	2,603		4,043
<b>Total 43200 Total Streets and Roads</b>	<b>6,014</b>	<b>5,051</b>	<b>10,111</b>	<b>8,183</b>	<b>16,124</b>		<b>13,234</b>
43300 Total Professional Fees					0		0
41252 Prof. Fees - Legal Fees		20,680	16,100		16,100		20,680
41253 Prof. Fees - Auditor				1,500	0		1,500
41254 Prof. Fees-Consulting Engineers	8,582	1,815		9,878	8,582		11,693
41259 Prof. Fees - Other		15,180	2,990		2,990		15,180
<b>Total 43300 Total Professional Fees</b>	<b>8,582</b>	<b>37,675</b>	<b>19,090</b>	<b>11,378</b>	<b>27,672</b>		<b>49,053</b>
43400 Total Operating Costs					0		0
41211 Postage, Freight & Express Chgs		156			0		156



	Jul 2020		Aug 2020		Total	
	Current	Jul 2019 (PY)	Current	Aug 2019 (PY)	Current	Jul - Aug, 2019 (PY)
41221 Printing, Forms & Photocopy Exp		467			0	467
41231 Publication of Legal Notices		95	236	208	236	303
41235 Memberships & Subscriptions	1,785	1,750			1,785	1,750
41241 Utilities - Electricity	907	938	1,129	1,223	2,036	2,161
41242 Utilities - Water	191	257	172	210	363	467
41244 Utilities - Gas	79	78	79	82	157	160
41245 Telecommunications Expense	450	405	450	425	900	830
41265 Parks & Rec. Expense	500	500	500	500	1,000	1,000
41280 Travel Expense		774			0	774
41285 Continuing Education Expense		1,493	319		319	1,493
41300 Economic Development Expense	399	500			399	500
41311 Office Expense	7,935	6,692	5,980	19,736	13,915	26,429
41511 Insurance - Property		23,064	28,646		28,646	23,064
41512 Insurance - Workers Comp.			15,233	14,486	15,233	14,486
41513 Insurance - Liability				16,009	0	16,009
41515 Insurance - Auto				2,694	0	2,694
<b>Total 43400 Total Operating Costs</b>	<b>12,246</b>	<b>37,170</b>	<b>52,743</b>	<b>55,573</b>	<b>64,989</b>	<b>92,744</b>
43500 Total County Services					0	0
41291 Animal Control Services	8,122	659		659	8,122	1,318
41800 Emergency Services	100,000	8,333		8,333	100,000	16,667
<b>Total 43500 Total County Services</b>	<b>108,122</b>	<b>8,993</b>		<b>8,993</b>	<b>108,122</b>	<b>17,985</b>
49900 Total Capital Improvement Costs					0	0
41940 Capital Projects					0	0
Critz Lane Phase 1	28,800		9,331	4,200	38,131	4,200
Park Improvements			37,145		37,145	0
<b>Total 41940 Capital Projects</b>	<b>28,800</b>		<b>46,476</b>	<b>4,200</b>	<b>75,276</b>	<b>4,200</b>
<b>Total 49900 Total Capital Improvement Costs</b>	<b>28,800</b>		<b>46,476</b>	<b>4,200</b>	<b>75,276</b>	<b>4,200</b>
<b>Total Expenses</b>	<b>236,242</b>	<b>149,155</b>	<b>189,547</b>	<b>152,294</b>	<b>425,789</b>	<b>301,449</b>
<b>NET OPERATING INCOME</b>	<b>68,688</b>	<b>75,875</b>	<b>233,350</b>	<b>129,980</b>	<b>302,038</b>	<b>205,855</b>
<b>NET INCOME</b>	<b>\$68,688</b>	<b>\$75,875</b>	<b>\$233,350</b>	<b>\$129,980</b>	<b>\$302,038</b>	<b>\$205,855</b>

# General Fund - Capital Expenditures

July - August, 2020

Date	Transaction Type	Num	Name	Division	Class	Memo/Description	Amount
<b>Ordinary Income/Expenses</b>							
<b>Expenses</b>							
<b>49900 Total Capital Improvement Costs</b>							
<b>41940 Capital Projects</b>							
<b>Critz Lane Phase 1</b>							
07/31/2020	Check	5880	Richard and Linda Emeott	General Fund	4500 Community Development	ROW Tract #18	26,719
07/31/2020	Check	5881	Wells Fargo Bank	General Fund	4500 Community Development	ROW Tract #18 - Richard and Linda Emeott	2,081
08/01/2020	Bill	1507	Reynolds, Potter, Ragan & Vandivort, PLC	General Fund	4500 Community Development	ROW Critz Lane phase 1	260
08/01/2020	Bill	20-11732	Ragan-Smith Associates, Inc.	General Fund	8000 - Town Hall	CEI Services for Critz Lane Phase 1 pre-bid	8,890
08/01/2020	Bill	20-11732	Ragan-Smith Associates, Inc.	General Fund	8000 - Town Hall	CEI pre-bidding out of pocket expenses	181
<b>Total for Critz Lane Phase 1</b>							<b>\$38,131</b>
<b>Park Improvements</b>							
08/01/2020	Bill	118181002-0720	Kimley-Horn	General Fund	9000 - Parks & Recreation	Resolution 2020-002 - ATP Grant for Phase 2 of Trailways grant through Preservation Park	21,670

Date	Transaction Type	Num	Name	Division	Class	Memo/Description	Amount
08/01/2020	Bill	118181003-0720	Kimley-Horn	General Fund	9000 - Parks & Recreation	ATP Grant - Greenways Phase 3 trailways	15,475
<b>Total for Park Improvements</b>							<b>\$37,145</b>
<b>Total for 41940 Capital Projects</b>							<b>\$75,276</b>
<b>Total for 49900 Total Capital Improvement Costs</b>							<b>\$75,276</b>
<b>Total for Expenses</b>							<b>\$75,276</b>
<b>Net Income</b>							<b>\$ -75,276</b>

# General Fund Debt Obligations

July - August, 2020

---

This report contains no data for your specified date range.

## NOTE

---

First Horizon note payable

Balance \$1,290,000    Interest Rate is 2.90%    Interest paid semi-annually, principal paid annually

First Farmers note payable

Balance \$ 461,200    Interest Rate is 2.85 %    Interest paid semi-annually, principal paid annually

# Wastewater Fund Budget VS Actuals

July - August, 2020

	Wastewater				Total			
	Actual	Budget	over Budget	% of Budget	Actual	Budget	over Budget	% of Budget
<b>INCOME</b>								
34090 Total Wastewater Fees	224,331	218,828	5,503	103.00 %	224,331	218,828	5,503	103.00 %
341090 Total Tap Fees	72,151	52,084	20,067	139.00 %	72,151	52,084	20,067	139.00 %
34700 Total All Other Revenues	1,319	2,470	-1,151	53.00 %	1,319	2,470	-1,151	53.00 %
<b>Total Income</b>	<b>297,801</b>	<b>273,382</b>	<b>24,419</b>	<b>109.00 %</b>	<b>297,801</b>	<b>273,382</b>	<b>24,419</b>	<b>109.00 %</b>
<b>GROSS PROFIT</b>	<b>297,801</b>	<b>273,382</b>	<b>24,419</b>	<b>109.00 %</b>	<b>297,801</b>	<b>273,382</b>	<b>24,419</b>	<b>109.00 %</b>
<b>EXPENSES</b>								
43100 Total Payroll Costs	24,098	49,101	-25,003	49.00 %	24,098	49,101	-25,003	49.00 %
43300 Total Professional Fees	1,600	28,332	-26,732	6.00 %	1,600	28,332	-26,732	6.00 %
43400 Total Operating Costs	22,711	32,804	-10,093	69.00 %	22,711	32,804	-10,093	69.00 %
43600 Total Interest Expense	1,326	1,584	-258	84.00 %	1,326	1,584	-258	84.00 %
49900 Total Capital Improvement Costs	589,139	580,834	8,305	101.00 %	589,139	580,834	8,305	101.00 %
<b>Total Expenses</b>	<b>638,873</b>	<b>692,655</b>	<b>-53,782</b>	<b>92.00 %</b>	<b>638,873</b>	<b>692,655</b>	<b>-53,782</b>	<b>92.00 %</b>
<b>NET OPERATING INCOME</b>	<b>-341,072</b>	<b>-419,273</b>	<b>78,201</b>	<b>81.00 %</b>	<b>-341,072</b>	<b>-419,273</b>	<b>78,201</b>	<b>81.00 %</b>
<b>OTHER EXPENSES</b>								
Depreciation	75,000	88,324	-13,324	85.00 %	75,000	88,324	-13,324	85.00 %
<b>Total Other Expenses</b>	<b>75,000</b>	<b>88,324</b>	<b>-13,324</b>	<b>85.00 %</b>	<b>75,000</b>	<b>88,324</b>	<b>-13,324</b>	<b>85.00 %</b>
<b>NET OTHER INCOME</b>	<b>-75,000</b>	<b>-88,324</b>	<b>13,324</b>	<b>85.00 %</b>	<b>-75,000</b>	<b>-88,324</b>	<b>13,324</b>	<b>85.00 %</b>
<b>NET INCOME</b>	<b>\$ -416,072</b>	<b>\$ -507,597</b>	<b>\$91,525</b>	<b>82.00 %</b>	<b>\$ -416,072</b>	<b>\$ -507,597</b>	<b>\$91,525</b>	<b>82.00 %</b>

# Wastewater Fund Statement of Activities

July - August, 2020

	Jul 2020				Aug 2020				Total			
	Current	Jul 2019 (PY)	Change	% Change	Current	Aug 2019 (PY)	Change	% Change	Current	Jul - Aug, 2019 (PY)	Change	% Change
<b>INCOME</b>												
34090 Total Wastewater Fees	112,705	105,788	6,917	7.00 %	111,626	108,054	3,572	3.00 %	224,331	213,842	10,489	5.00 %
341090 Total Tap Fees	43,900	32,500	11,400	35.00 %	28,250	62,500	-34,250	-55.00 %	72,151	95,000	-22,849	-24.00 %
34700 Total All Other Revenues	682	1,986	-1,304	-66.00 %	637	2,088	-1,451	-69.00 %	1,319	4,073	-2,755	-68.00 %
<b>Total Income</b>	<b>157,287</b>	<b>140,274</b>	<b>17,013</b>	<b>12.00 %</b>	<b>140,514</b>	<b>172,642</b>	<b>-32,129</b>	<b>-19.00 %</b>	<b>297,801</b>	<b>312,916</b>	<b>-15,115</b>	<b>-5.00 %</b>
<b>GROSS PROFIT</b>	<b>157,287</b>	<b>140,274</b>	<b>17,013</b>	<b>12.00 %</b>	<b>140,514</b>	<b>172,642</b>	<b>-32,129</b>	<b>-19.00 %</b>	<b>297,801</b>	<b>312,916</b>	<b>-15,115</b>	<b>-5.00 %</b>
<b>EXPENSES</b>												
43100 Total Payroll Costs	12,049	11,722	327	3.00 %	12,049	12,011	38	0.00 %	24,098	23,733	365	2.00 %
43300 Total Professional Fees		3,120	-3,120	-100.00 %	1,600	5,556	-3,956	-71.00 %	1,600	8,676	-7,076	-82.00 %
43400 Total Operating Costs	10,188	23,266	-13,078	-56.00 %	12,523	13,954	-1,431	-10.00 %	22,711	37,220	-14,509	-39.00 %
43600 Total Interest Expense	662	889	-227	-26.00 %	664	899	-234	-26.00 %	1,326	1,787	-461	-26.00 %
49900 Total Capital Improvement Costs	231,077		231,077		358,062	8,412	349,650	4,157.00 %	589,139	8,412	580,727	6,904.00 %
<b>Total Expenses</b>	<b>253,975</b>	<b>38,997</b>	<b>214,978</b>	<b>551.00 %</b>	<b>384,898</b>	<b>40,831</b>	<b>344,067</b>	<b>843.00 %</b>	<b>638,873</b>	<b>79,828</b>	<b>559,045</b>	<b>700.00 %</b>
<b>NET OPERATING INCOME</b>	<b>-96,688</b>	<b>101,277</b>	<b>-197,965</b>	<b>-195.00 %</b>	<b>-244,384</b>	<b>131,811</b>	<b>-376,196</b>	<b>-285.00 %</b>	<b>-341,072</b>	<b>233,088</b>	<b>-574,161</b>	<b>-246.00 %</b>
<b>OTHER EXPENSES</b>												
Depreciation	37,500	37,500	0	0.00 %	37,500	37,500	0	0.00 %	75,000	75,000	0	0.00 %
<b>Total Other Expenses</b>	<b>37,500</b>	<b>37,500</b>	<b>0</b>	<b>0.00 %</b>	<b>37,500</b>	<b>37,500</b>	<b>0</b>	<b>0.00 %</b>	<b>75,000</b>	<b>75,000</b>	<b>0</b>	<b>0.00 %</b>
<b>NET OTHER INCOME</b>	<b>-37,500</b>	<b>-37,500</b>	<b>0</b>	<b>0.00 %</b>	<b>-37,500</b>	<b>-37,500</b>	<b>0</b>	<b>0.00 %</b>	<b>-75,000</b>	<b>-75,000</b>	<b>0</b>	<b>0.00 %</b>
<b>NET INCOME</b>	<b>\$ -134,188</b>	<b>\$63,777</b>	<b>\$ -197,965</b>	<b>-310.00 %</b>	<b>\$ -281,884</b>	<b>\$94,311</b>	<b>\$ -376,196</b>	<b>-399.00 %</b>	<b>\$ -416,072</b>	<b>\$158,088</b>	<b>\$ -574,161</b>	<b>-363.00 %</b>

# Wastewater Fund EXPANDED Activities

July - August, 2020

	Jul 2020		Aug 2020		Total	
	Current	Jul 2019 (PY)	Current	Aug 2019 (PY)	Current	Jul - Aug, 2019 (PY)
<b>INCOME</b>						
34090 Total Wastewater Fees					0	0
31000 Wastewater Treatment Fees	111,955	101,578	111,026	105,522	222,981	207,100
31010 Septage Disposal Fees	750	750	600	750	1,350	1,500
31050 Late Payment Penalty		3,460		1,782	0	5,243
<b>Total 34090 Total Wastewater Fees</b>	<b>112,705</b>	<b>105,788</b>	<b>111,626</b>	<b>108,054</b>	<b>224,331</b>	<b>213,842</b>
341090 Total Tap Fees					0	0
33000 Tap Fees	43,900	32,500	28,250	62,500	72,151	95,000
<b>Total 341090 Total Tap Fees</b>	<b>43,900</b>	<b>32,500</b>	<b>28,250</b>	<b>62,500</b>	<b>72,151</b>	<b>95,000</b>
34700 Total All Other Revenues					0	0
36120 Interest Earned - Invest. Accts	682	1,916	637	2,088	1,319	4,003
37990 Other Revenue		70			0	70
<b>Total 34700 Total All Other Revenues</b>	<b>682</b>	<b>1,986</b>	<b>637</b>	<b>2,088</b>	<b>1,319</b>	<b>4,073</b>
<b>Total Income</b>	<b>157,287</b>	<b>140,274</b>	<b>140,514</b>	<b>172,642</b>	<b>297,801</b>	<b>312,916</b>
<b>GROSS PROFIT</b>	<b>157,287</b>	<b>140,274</b>	<b>140,514</b>	<b>172,642</b>	<b>297,801</b>	<b>312,916</b>
<b>EXPENSES</b>						
43100 Total Payroll Costs					0	0
41110 Payroll Expense	9,351	9,061	9,351	9,317	18,702	18,378
41141 Payroll Taxes - FICA	580	562	580	578	1,160	1,139
41142 Payroll Taxes - Medicare	136	131	136	135	271	266
41289 Employee Retirement Expense	468	453	468	466	935	919
41514 Insurance - Employee Medical	1,515	1,515	1,515	1,515	3,030	3,030
<b>Total 43100 Total Payroll Costs</b>	<b>12,049</b>	<b>11,722</b>	<b>12,049</b>	<b>12,011</b>	<b>24,098</b>	<b>23,733</b>
43300 Total Professional Fees					0	0
41252 Prof. Fees - Legal Fees			1,600		1,600	0
41254 Prof. Fees-Consulting Engineers				4,553	0	4,553
41259 Prof. Fees - Other		3,120		1,003	0	4,123
<b>Total 43300 Total Professional Fees</b>		<b>3,120</b>	<b>1,600</b>	<b>5,556</b>	<b>1,600</b>	<b>8,676</b>
43400 Total Operating Costs					0	0

	Jul 2020		Aug 2020		Total	
	Current	Jul 2019 (PY)	Current	Aug 2019 (PY)	Current	Jul - Aug, 2019 (PY)
41211 Postage, Freight & Express Chgs	698	456	456	669	1,154	1,125
41220 Lab Water Testing			325		325	0
41221 Printing, Forms & Photocopy Exp	486				486	0
41235 Memberships & Subscriptions	870				870	0
41241 Utilities - Electricity	6,442	8,314	6,288	7,726	12,730	16,040
41242 Utilities - Water	187	111	306	292	493	403
41245 Telecommunications Expense	155	155	155	155	310	310
41260 Repairs & Maint WW	686	12,256	2,006	3,984	2,692	16,240
41311 Office Expense	126		2,469		2,595	0
41320 Supplies Expense		629		607	0	1,236
41691 Bank Charges	538	518	518	521	1,056	1,039
42100 Permits and Fees		827			0	827
<b>Total 43400 Total Operating Costs</b>	<b>10,188</b>	<b>23,266</b>	<b>12,523</b>	<b>13,954</b>	<b>22,711</b>	<b>37,220</b>
43600 Total Interest Expense					0	0
41633 Interest Expense - Note Payable	662	889	664	899	1,326	1,787
<b>Total 43600 Total Interest Expense</b>	<b>662</b>	<b>889</b>	<b>664</b>	<b>899</b>	<b>1,326</b>	<b>1,787</b>
49900 Total Capital Improvement Costs					0	0
41940 Capital Projects					0	0
Approved Budget Capital Expenditures	231,077		358,062	8,412	589,139	8,412
<b>Total 41940 Capital Projects</b>	<b>231,077</b>		<b>358,062</b>	<b>8,412</b>	<b>589,139</b>	<b>8,412</b>
<b>Total 49900 Total Capital Improvement Costs</b>	<b>231,077</b>		<b>358,062</b>	<b>8,412</b>	<b>589,139</b>	<b>8,412</b>
<b>Total Expenses</b>	<b>253,975</b>	<b>38,997</b>	<b>384,898</b>	<b>40,831</b>	<b>638,873</b>	<b>79,828</b>
<b>NET OPERATING INCOME</b>	<b>-96,688</b>	<b>101,277</b>	<b>-244,384</b>	<b>131,811</b>	<b>-341,072</b>	<b>233,088</b>
<b>OTHER EXPENSES</b>						
Depreciation	37,500	37,500	37,500	37,500	75,000	75,000
<b>Total Other Expenses</b>	<b>37,500</b>	<b>37,500</b>	<b>37,500</b>	<b>37,500</b>	<b>75,000</b>	<b>75,000</b>
<b>NET OTHER INCOME</b>	<b>-37,500</b>	<b>-37,500</b>	<b>-37,500</b>	<b>-37,500</b>	<b>-75,000</b>	<b>-75,000</b>
<b>NET INCOME</b>	<b>\$ -134,188</b>	<b>\$63,777</b>	<b>\$ -281,884</b>	<b>\$94,311</b>	<b>\$ -416,072</b>	<b>\$158,088</b>



# Wastewater Fund Capital Projects Activity

July - August, 2020

Date	Transaction Type	Num	Name	Division	Memo/Description	Amount
<b>Ordinary Income/Expenses</b>						
<b>Expenses</b>						
<b>49900 Total Capital Improvement Costs</b>						
<b>41940 Capital Projects</b>						
<b>Approved Budget Capital Expenditures</b>						
07/07/2020	Bill	Pay #9	W & O Construction Co.	Wastewater	Hill Property Drip Fields installation	221,327
07/17/2020	Bill	20413	EarthSearch Soil Consulting LLC	Wastewater	Alexander property soil testing - addition	9,750
08/04/2020	Bill	Pmt 10	W & O Construction Co.	Wastewater	Hill Property Drip Fields installation	140,691
08/10/2020	Bill	180595	Barge Design Solutions, Inc.	Wastewater	Hill property Drip Field project management	14,300
08/10/2020	Bill	180596	Barge Design Solutions, Inc.	Wastewater	WWTP Design BOMA resolution 2020-007	203,071
<b>Total for Approved Budget Capital Expenditures</b>						<b>\$589,139</b>
<b>Total for 41940 Capital Projects</b>						<b>\$589,139</b>
<b>Total for 49900 Total Capital Improvement Costs</b>						<b>\$589,139</b>
<b>Total for Expenses</b>						<b>\$589,139</b>
<b>Net Income</b>						<b>\$ -589,139</b>

# Unaudited CASH BALANCES

General Fund Cash Position	Jun	Jul	Aug
Checking	\$ 1,556,933	\$ 1,552,793	\$ 1,656,883
Savings	\$ 5,665,502	\$ 4,666,392	\$ 5,666,678
Less: Reserve	\$ (1,040,195)	\$ (1,040,195)	\$ (1,040,481)
<b>Total Cash</b>	<b>\$ 6,182,240</b>	<b>\$ 5,178,990</b>	<b>\$ 6,283,080</b>
Less:			
Note Balance (First Farmers)	\$ (461,200)	\$ (461,200)	\$ (461,200)
Note Balance (First Tennessee)	\$ (1,290,000)	\$ (1,290,000)	\$ (1,290,000)
Due to Wastewater Fund	\$ (116,110)	\$ (85,089)	\$ (70,793)
Accounts Payable	\$ (130,052)	\$ (11,081)	\$ (46,554)
Critz Lane Projects & related			\$ (1,528,900)
Committed	\$ (295,492)	\$ (295,492)	\$ (284,552)
<b>Total Available Funds</b>	<b>\$ 3,889,386</b>	<b>\$ 3,036,128</b>	<b>\$ 2,601,081</b>

Wastewater Funds Cash Position	Jun	Jul	Aug
Checking	\$ 147,870	\$ 342,485	\$ 61,564
Savings	\$ 3,839,492	\$ 3,340,174	\$ 3,090,174
Less: Reserve	\$ (522,069)	\$ (522,069)	\$ (522,158)
<b>Total Cash</b>	<b>\$ 3,465,293</b>	<b>\$ 3,160,590</b>	<b>\$ 2,629,580</b>
Add:			
Accounts Receivable	\$ 203,765	\$ 203,765	\$ 200,103
Due from Gen Fund	\$ 116,110	\$ 85,089	\$ 70,793
Less:			
Note Balance (Franklin Synergy)	\$ (324,074)	\$ (315,815)	\$ (305,556)
Accounts Payable	\$ (172,083)	\$ (1,413)	\$ (1,413)
Deposits	\$ (24,300)	\$ (24,450)	\$ (27,675)
Less Committed:			
Hill Prop Drip Fields	\$ (870,372)	\$ (870,372)	\$ (729,681)
Cell #1 repairs	\$ (300,000)	\$ (300,000)	\$ -
All Other	\$ (866,553)	\$ (874,053)	\$ (656,329)
<b>Total Available Funds</b>	<b>\$ 1,227,786</b>	<b>\$ 1,063,341</b>	<b>\$ 1,179,822</b>