



June 10, 2021 Board of Commissioners City Hall - Massie Chambers
6:30 PM

Agenda:

1. Call to order by the Mayor

Prayer

Pledge of Allegiance
2. Roll call by the Recorder.
3. Approval of minutes.
 - a. Reading of the minutes of the May 27, 2021 regular meeting of the Board of Commissioners by the Recorder for approval or correction.
4. Comments from citizens.
5. Comments of the City Manager and staff.
6. Reports and comments from committees, members of the Board of Commissioners and other officers.
7. Old Business.
 - a. Consider Ordinance 21-997, an ordinance to amend the City of Goodlettsville Municipal Code Title 8, Chapter 2, Section 224 by creating a new subsection (3), as it relates to Off Premise Beer Permits. **SECOND READING**
8. New Business.

- a. Consider Resolution 21-985, a resolution accepting the low bid and approving a contract with Pavement Restorations, Incorporated for Asphalt Preservation Services within the City of Goodlettsville.
- b. Consider Resolution 21-986, a resolution to accept the Windsor Green Court public improvements with a one-year maintenance bond from North Creek Commons / Armed Services Mutual Benefits Association.

9. Adjournment.

For more information regarding this agenda, please contact the city recorder by email at:

abaker@goodlettsville.gov

A government committed to operating with efficiency and integrity in all we do as we strive to enhance the quality of life for the community we serve.

105 S. Main Street – Goodlettsville, TN 37072 – 615-851-2200 – Fax 615-851-2212

www.goodlettsville.gov



May 27, 2021 Board of Commissioners 6:30 PM City Hall - Massie Chambers

Minutes:

Present: Jennifer Duncan, Stuart Huffman, and Rusty Tinnin.

Absent: Jimmy D. Anderson and Zach Young.

Also Present: Russell Freeman, Tim Ellis, Allison Baker, Sarah Jennings, Addam McCormick, Gary Goodwin, and Julie High.

Mayor Rusty Tinnin called the meeting to order. Sarah McWhirt-Toler offered prayer and Mayor Rusty Tinnin led the chambers in the pledge of allegiance.

City Recorder Allison Baker called the roll: Mayor Tinnin present, Vice Mayor Duncan present, Commissioner Anderson absent, Commissioner Huffman present, and Commissioner Young absent.

Consider the minutes of the May 13, 2021 regular meeting of the Board of Commissioners. Commissioner Huffman made a motion to consider the minutes as written. Vice Mayor Duncan seconded the motion and motion passed 3-0.

City Manager Tim Ellis stated Monday is Memorial Day and city facilities will be closed to the public. He thanked staff for putting flags up at city facilities and along the right of way in honor of Memorial Day. They will remain up until after the 4th of July to honor Flag Day and the 4th of July. He thanked the Commissioners in the dedication of the Detective Lynn Hicks Police Annex Building.

City Manager Ellis announced the 4th of July festivities will be back this year. Since Pleasant Green Pool will not be open this year due to staffing issues, the Splash Pad hours have been expanded. Large groups can use it between 9-10:30am and then from 10:30am-8pm it is open to the public. He also announced our City Attorney had a case in circuit court regarding short term rentals and a ruling was rendered in favor of the city.

Vice Mayor Duncan stated she appreciated the flags throughout the city.

Consider Old Business.

Consider Ordinance 21-995, an ordinance of the City of Goodlettsville, Tennessee adopting the annual budget for the fiscal year beginning July 1, 2021 through June 30, 2022, second reading

and public hearing. City Manager Ellis stated he would like to add one amendment to this. It is a streambank stabilization under the stormwater fund that will not be completed this fiscal year and will need to carry over to fiscal year 2022. There is no difference in funding. Vice Mayor Duncan made a motion to consider Ordinance 21-995. Commissioner Huffman seconded the motion. The public hearing was opened. With no one speaking in favor or against the proposed budget, the public hearing was declared closed. Commissioner Huffman made a motion to amend based on the language presented. Vice Mayor Duncan seconded the motion to amend. Vote was then taken which resulted in a 3-0 vote to approve the amendment. Commissioner Huffman made a motion to adopt as amended. Vice Mayor Duncan seconded the motion. Vote was then taken which resulted in a 3-0 vote to approve Ordinance 21-995 as amended.

Consider Ordinance 21-996, an ordinance to amend the City of Goodlettsville Municipal Code Title 9, by creating a new Chapter 6 entitled Sexually Oriented Businesses, second reading and public hearing. City Manager Ellis stated this creates regulations that have never existed in the City of Goodlettsville. No one has expressed interest in opening a business but this is so we will have something in place if that should occur. Vice Mayor Duncan made a motion to consider Ordinance 21-996. Commissioner Huffman seconded the motion. The public hearing was opened. With no speaking in favor or against the proposed amendment, the public hearing was declared closed. Vote was then taken which resulted in a 3-0 vote to approve Ordinance 21-996.

Consider New Business.

Consider Ordinance 21-997, an ordinance to amend the City of Goodlettsville Municipal Code Title 8, Chapter 2, Section 224 by creating a new subsection (3), as it relates to Off Premise Beer Permits, first reading. City Attorney Freeman stated there has been interest in selling and delivering beer without a retail establishment. We have in place an off-premises permit which is your convenience stores and would apply also to your retailers such as Krogers, Publix and H.G. Hills. Even with the current ordinance they would have to produce 75% of their gross income by sales of other products other than beer. We decided it is better that establishments that sell beer be open to the public and we are asking for five days a week, with a minimum of 8 hours a day. Commissioner Huffman stated this language makes it where it has to be a retail operation open to the public. There was discussion. Commissioner Huffman made a motion to consider Ordinance 21-997. Vice Mayor Duncan seconded the motion. Vote was then taken which resulted in a 3-0 vote to approve Ordinance 21-997.

Consider Resolution 21-984, a resolution proclaiming Thursday, June 3, 2021 as Clint Parnell Day in the City of Goodlettsville, Tennessee.

City Manager Ellis stated Mr. Parnell was one of the first people he met when he came to Goodlettsville in 2004. His name is on the plaque at Moss-Wright Park when they constructed that a few years ago. He then read the proclamation:

A RESOLUTION PROCLAIMING THURSDAY, JUNE 3, 2021 AS CLINT PARNELL DAY IN THE CITY OF GOODLETTSVILLE, TENNESSEE

WHEREAS, Clint Parnell has worked tirelessly with various programs in the Goodlettsville community over the years, and

WHEREAS, Clint Parnell has positively impacted the lives of many youth of the Goodlettsville Community over the decades, and

WHEREAS, Clint Parnell served as an employee of the City of Goodlettsville Parks & Recreation Department during the time in which Moss-Wright Park was constructed, and

WHEREAS, Clint Parnell has served as athletic director at Goodpasture Christian School for decades, and

WHEREAS, on June 3, 2021 Goodpasture Christian School will dedicate the “Parnell Athletic Center” in honor of Clint Parnell.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT THURSDAY, JUNE 3, 2021 BE DECLARED CLINT PARNELL DAY IN THE CITY OF GOODLETTSVILLE.

This resolution shall take effect from and after its adoption, the welfare of The City of Goodlettsville requiring it.

Vice Mayor Duncan made a motion to consider Resolution 21-984. Commissioner Huffman seconded the motion. Mayor Rusty Tinnin thanked Mr. Parnell for his services. Vote was then taken which resulted in a 3-0 vote to approve Resolution 21-984.

Mr. Parnell thanked the Commission and stated it is a great honor. He said he has been in Goodlettsville since 1964 and umpired for 30 years up at Peay Park and then Moss-Wright. He has had a good experience and said he has been blessed. He said he is thankful to be alive today as he spent 31 days in the hospital last year with COVID-19 and has been back at work and hopes to continue.

With no further business, Commissioner Huffman made a motion to adjourn. Vice Mayor Duncan seconded the motion. The meeting adjourned at approximately 6:48 p.m. with a 3-0 vote.



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

SUBJECT TITLE: ORDINANCE 21-997 An ordinance to amend the City of Goodlettsville Municipal Code Title 8, Chapter 2, Section 224 by creating a new subsection (3), as it relates to Off Premise Beer Permits. SECOND READING <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Ordinance 21-997 Dept. of Origin: Administration For Agenda of: June 10, 2021 Originator: Tim Ellis Cost of Item: None
---	---

AGENDA ITEM ATTACHMENTS:

Ordinance 21-997

SUMMARY STATEMENT:

An ordinance to amend the City of Goodlettsville Municipal Code Title 8, Chapter 2, Section 224 by creating a new subsection (3), as it relates to Off Premise Beer Permits.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 21-997

ORDINANCE 21-997

AN ORDINANCE TO AMEND THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 8, CHAPTER 2, SECTION 224, BY CREATING A NEW SUBSECTION (3), AS IT RELATES TO OFF PREMISE BEER PERMITS.

WHEREAS, the City of Goodlettsville has determined that it is in its best interest to assure that all off-premise beer permits are in relation to stores that are open to the public; and

WHEREAS, currently there is no regulations as it relates to home delivery of beer from a store not open to the public for purchase on site.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT THE FOLLOWING AMENDMENTS ARE ADOPTED AS FOLLOWS:

§ Title 8 – Chapter 2 – Section 204 – Subsection (3)

(3). The permittee's establishment or place of business for the off-premises retail beer sales shall be located within an appropriate zoning district and open for customers by public access not less than five (5) days per week and eight (8) hours per day

THIS ORDINANCE SHALL TAKE EFFECT FIFTEEN (15) DAYS FROM ITS PASSAGE, THE PUBLIC WELFARE OF THE CITIZENS OF GOODLETTSVILLE, TENNESSEE REQUIRING IT.

Mayor Rusty Tinnin

Passed first reading: _____
(date)

City Recorder

Passed second reading: _____
(date)

Approved as to form and legality

City Attorney

**SPECIFICATIONS AND DOCUMENTS
FOR
PAVEMENT PRESERVATION AND
IMPROVEMENTS WITHIN THE
CITY OF GOODLETTSVILLE
2021-2022**

**GOODLETTSVILLE PUBLIC WORKS DEPARTMENT
GOODLETTSVILLE, TENNESSEE**

PAVEMENT PRESERVATION BID FORM

Sealed proposals will be received until 2:00 p.m. CST, Thursday, May 20, 2021, for roadway preservation and improvements within the City of Goodlettsville.

Bidders shall place their bid in a sealed envelope along with a bid bond and proofs of insurance. The outside of the envelope must indicate the bidder's name, license number, expiration date, and that part of classification applying to the bid in accordance with TCA 62-6-119. Bids not conforming to these provisions shall not be opened. Bids are sent to Charlie Ballard, Purchasing, 105 S. Main Street, Goodlettsville, TN 37072.

The annual preservation contract, upon acceptance, is to be in effect for one (1) year beginning July 1, 2021 with the option of one -year renewals, up to five (5) consecutive years total. In compliance with the above invitation for bids and subject to all the conditions thereof, the undersigned offers, and agrees, if this is accepted by the City and approved by the Goodlettsville Board of Commission to furnish and install all items at the prices provided at a schedule determined by the City.

The City of Goodlettsville does not discriminate on the basis of age, race, sex, color, national origin, religion or disability in admission to, access to, or operation of its programs, services or activities, nor does it discriminate in its hiring or employment practices. Contact the city manager at (615) 851-2200 with questions, concerns, and complaints with requests for ADA accommodations.

Company Name: Pavement Restorations, Inc.

Company Address: 10162 Stinson Street
Milan, TN 38358

Phone Number: (615) 969-9040

License # and Expiration Date: TN 58445 Exp 11/30/22 HRA-B, MU-D

Printed Name and Title of Person Signing: Scott Adams, Vice President

Signature and Date:  5/19/21

Received by the City of Goodlettsville

By (Printed Name and Title): _____

Signature, Date, and Time: _____

ITEM NUMBER	DESCRIPTION	UNIT	BID PRICE
QPL 40.001	HIGH PERFORMANCE FOG SEALS (Min. Shot rate of 0.22 gal/ sq. yrd.)	SQ YRD	\$1.70
QPL 40.003	REJUVENATING SEALERS (Applied according to manufactures recommendation)	SQ YRD	\$1.90
QPL 40.004	PAVEMENT REJUVENATORS (Applied according to manufactures recommendation)	SQ YRD	\$1.25
QPL 40.005	BITUMINUS SURFACE TREATMENTS (Applied according to manufactures recommendation)	SQ YRD	\$2.50
905.05.011	HOT POUR JOINT SEALER (Applied according to manufactures recommendation)	LB	\$1.75
I 1.50	INFRARED ASPHALT REPAIR (1 SQ FT – 50 SQ FT)	SQ FT	\$4.00
I 51.100	INFRARED ASPHALT REPAIR (51 SQ FT – 100 SQ FT)	SQ FT	\$4.50
I 101.200	INFRARED ASPHALT REPAIR (101 SQ FT – 200 SQ FT)	SQ FT	\$5.00
I 200	INFRARED ASPHALT REPAIR (More than 200 SQ FT)	SQ FT	\$5.50

All Sealers and fillers must be listed on the State of Tennessee Department of Transportation Qualified Product List under the Pavement Sealers and/or Joint Sealers and Fillers categories.

Infrared Asphalt Repair Specification attached (Addendum A).

Proper safety precautions shall be taken including traffic cones, signage, and flagmen (if necessary) to insure a safe workplace for workers, pedestrians and automobile traffic.

All Traffic Control shall be in accordance with current MUTCD standards

CITY OF GOODLETTSVILLE PAVEMENT PRESERVATION CONTRACT TERMS AND CONDITIONS

The parties hereby agree to the following terms and conditions:

This contract is initiated by and between the City of Goodlettsville ("City") and Pavement Restorations, Inc. ("Contractor") located at Milan, TN.

1. Duties and Responsibilities

1.1 Duties and Responsibilities

CONTRACTOR agrees to provide the goods and services defined in the solicitation per the terms and conditions identified in the solicitation.

- This is an indefinite delivery/indefinite quantity contract for the preservation treatment of various City of Goodlettsville-owned roadway surfaces using the line item pricing shown in the bid documents.

1.2 Representations of the Contractor

In order to induce the City to execute this Contract and recognizing that the City is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the City:

- The Contractor is fully qualified to act as the contractor for this project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the designer and builder for the project;
- The Contractor has become familiar with the project sites and the local conditions under which the project is to be constructed and operated;
- The Contractor has received, reviewed, and carefully examined all of the documents which make up this Contract and has found them to be generally sufficient to indicate and convey understanding of the terms and conditions for constructing and completing the project; and the Contractor further agrees to notify the City of all conflicts, errors, ambiguities, or discrepancies that are discovered in the Contract including, but not limited to any plans and specifications.
- The Contractor had access to the sites for examination, exploration, prior to submitting their proposal and relied exclusively upon the Contractor's own estimates and investigations and other data which was necessary for full and complete information upon which the Contractor's bid was based; in addition to the representations contained within the Contractor's bid documents.

1.3 Stormwater Management

All activities performed in under this contract, shall be conducted in full compliance with the City of Goodlettsville's stormwater ordinance. This requirement pertains to the unlawful/prohibited discharges to the City's storm sewer system. It prohibits the discharge of non-stormwater discharges into the municipal storm sewer system. Contractor shall bear responsibility for all of Contractor's (and sub-contractor's) actions that cause the City to violate regulatory permits, Federal, state or local environmental regulations. Contractor's responsibility shall include, but not be limited to, immediate clean-up and proper disposal, payment of all fines, assessments and/or civil penalties incurred due to Contractor's or sub-contractor's work, actions, design or installation as well as payment for any mitigation measures required due to the violation and clean-up associated with any violation.

2. Terms

2.1 Contract Term

The term of this contract will begin on July 1, 2021 upon prior approval of the City of Goodlettsville's Board of Commissioners. The initial contract term will end twelve (12) months from the beginning date.

This contract may be extended by a contract amendment. The option to extend shall be exercised by and in the discretion of the City Manager. In no event shall the term of this contract, including extensions, exceed sixty (60) months from the date of the executed contract.

3. Compensation

3.1 Compensation

The City shall pay and the Contractor shall accept as full and complete payment for the Contractor's timely performance of all its obligations hereunder. The price set forth herein shall constitute the contract price, based on submitted and approved bid documents, which shall not be modified. The Contractor agrees the contract price is subject to upward or downward revision to reflect variation in the expected quantities or unit priced work, use of allowances, increases and decreases in the scope of work and other changes contemplated by and made in accordance with the terms of this Contract. Notwithstanding any other provision of the Contract, Contractor is not guaranteed to earn any minimum amount of compensation. Rather, the total amount of compensation Contractor may earn under this Contract shall be based on the total number of authorized and approved units of work performed.

The City shall pay the Contractor in accordance with the procedures set forth in this paragraph. Following completion of approved work, Contractor shall submit an invoice to the City outlining the completed work. The City will process the invoice for payment within thirty (30) days of submission. Each payment request shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level of which payment is requested, that the work has been properly installed and performed. The Contractor also constitutes an affirmative representation and warranty that all work for which the City has paid is free and clear of any lien, claim or other encumbrance of any person whatsoever.

When payment is received by the Contractor, the Contractor agrees to pay any subcontractors, employees, laborers, etc. amounts they are due for the work completed on behalf of the City within fifteen (15) days of receipt. Neither payment to the Contractor, utilization of the project for any purpose by the City, nor any other act or omission by the City shall be interpreted to construe as an acceptance of any work of the Contractor not strictly in compliance with this contract.

The City may refuse to make payment and, if necessary, may demand the return of a portion or the entire amount previously paid to the Contractor due to:

- The quality of a portion, or all, of the Contractor's work not being in accordance with the requirements of this Contract;
- The quantity of the Contractor's work not being as represented in the Contractor's payment request, or otherwise;
- The Contractor's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;
- The Contractor's failure to use Contract funds previously paid by the City to pay the Contractor's project-related obligations including, but not limited to, subcontractors, laborers, material, equipment suppliers, etc.;
- Claims made, pending or known against the City or its property in relation to this contract or the acts or omissions of the Contractor or any subcontractors;
- Loss caused by the Contractor or subcontractors; and,
- The Contractor's failure or refusal to perform any of its obligations to the City.

In the event the City makes demand upon the Contractor for previous amount(s) paid, the Contractor shall promptly comply with such demand within ten (10) days of receipt of notice.

Should the City believe there are substantial delays or final completion is inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due to the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

Prior to final payment, the Contractor shall furnish the City the following:

- An affidavit that all of the Contractor's obligations to subcontractor, laborers, equipment and material suppliers and other third parties in connection with the project have been paid or otherwise satisfied;
- Separate releases of claims or claim waivers from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has or might have a claim against the City or the payment bond; and,
- Consent(s) of surety to final payment.

3.2 Other Fees

There will be no other charges or fees for the performance of this contract. The City will make reasonable efforts to make payment within thirty (30) days of receipt of invoice.

3.3 Escalation/De-escalation

The Contractor is eligible for annual escalation/de-escalation adjustment for non-bituminous items. The request for adjustment must be submitted to and approved by the Public Services Director (or designee) no less than sixty (60) days prior to the annual anniversary contract execution date. Any such adjustment shall become effective on the anniversary of the filing of the contract with the City.

4. Termination

4.1 Breach

Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, the City shall have the right to immediately terminate the contractor. Such termination shall not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by the Contractor or its subcontractors, laborers, etc.

4.2 Funding

Should funding for this contract be discontinued, the City shall have the right to immediately terminate this contract upon written notice to the Contractor.

4.3 Notice

The City may terminate this contract at any time upon thirty (30) days written notice to the Contractor. Should the City terminate this contract, the Contractor shall cease work immediately and the City shall pay the Contractor the amount due for satisfactory work.

5. Nondiscrimination

5.1 Policy

It is the City's policy not to discriminate on the basis of age, race, sex, color, national origin, sexual orientation, gender identity, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

5.2 Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contract with the City or in the employment practices of the City's contractor's. The Contractor certifies and warrants that it will comply with this nondiscrimination requirement. Contractor, upon request, may be required to show proof of such Nondiscrimination policy.

5.3 Letter of Intent to Perform as a Subcontractor/Joint Venture

In the event the Contractor proposes to use subcontractors, sub-consultants, suppliers and/or joint ventures, a letter of intent signed by the Contractor, subcontractor, sub-consultant, supplier, and/or joint venture must be submitted with the City within seven (7) days of contract award. Each company must be licensed to work within the City of Goodlettsville.

5.4 Americans with Disabilities Act (ADA)

Contractor assures the City that all services provided through this contractor shall be completed in full compliance with the Americans with Disabilities Act most current standards for accessible design. Contractor ensures participants with disabilities will be access that is equally effective as that provided to people without disabilities. Information shall be made available upon reasonable request of a qualified person with a disability.

6. Insurance

6.1 Proof of Insurance

During the term of this contract, Contractor shall, at its sole expense, obtain and maintain in full force and effect for the duration of this contract, including any extension, the types and amounts of insurance identified as follows. Proof of insurance shall be required naming the City of Goodlettsville as an additional insured.

- General Liability Insurance in the amount of one million dollars (\$1,000,000.00).
- Automobile Liability Insurance in the amount of one million dollars (\$1,000,000.00).
- Workers' Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand dollars (\$100,000.00), as required by the laws of Tennessee.

Prior to commencement, Contractor will provide City with original or certified copies of certificates and endorsements required by this section and provide that such insurance shall not be canceled, allowed to expire, or be reduced in coverage.

Such insurances shall contain or be endorsed to contain a provision that includes the City of Goodlettsville, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

Any claims related to this agreement, Contractor's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned, said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of vehicles owned, leased, hired, or borrowed by or on behalf of the Contractor.

Workers' Compensation, Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's Workers' compensation insurance coverage.

7. Intent and Interpretation

7.1 Intent and Interpretation

With respect to the intent and interpretation of this contract, the City and Contractor agree as follows:

- Unless specifically stated to be the responsibility the City, anything that may be required, implied or inferred by the documents which make up this contract, or any one or more of them, shall be provided by the Contractor for the contract price based on the bid documents;
- Nothing contained in this contract shall create, or be interpreted to create, privity or any other relationship whatsoever between the City and any entity except the Contractor;
- Whenever a word, term, or phrase is used in this contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage;

- The words “include”, “includes”, or “including”, as used within this contract, shall be deemed to be followed by the phrase, “without limitation”;
- The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of this contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this contract;
- The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this contract, shop drawings and other submittals and shall give written notice to the City of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected work. The express or implied approval of the City of any submittals shall not relieve the Contractor of continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor’s compliance with this Contract; and,
- In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract the following shall control:
 - As between figures given on plans and scaled measurements, the figures shall govern;
 - As between large scale plans and small-scale plans, the large-scale plans shall govern;
 - As between plans and specifications, the requirements of the specifications shall govern;
 - As between this document and the plans or specifications, this document shall govern.
 - Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Where there are discrepancies between the indicated sum of any column of figures and the correct sum thereof, the City has the right, at its option, to reject the Bid or to accept the correct sum.

7.2 Contractor’s Performance

The Contractor shall perform all of the work required, implied or reasonably inferable from this contract including, but not limited to, the following:

- Construction of the project;
- Construction services consisting of the provision and the prompt payment therefore, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling or other utilities required for construction and all necessary permits that may be required;
- The furnishing and maintenance of any required surety bonds and insurance; and,
- The creation and submission to the City, two (2) sets of all manuals, operating instructions, bonds, warranties, guarantees, maintenance instructions, etc.

7.3 Time for Contractor’s Performance and Liquidated Damages

The Contractor shall commence the performance of this contract (“Commencement of Work Date”) within seven (7) calendar days after the date of issuance to the Contractor of a Notice to Proceed by the City, however, in no event shall the Notice to Proceed be issued or performance commence prior to the effective date of this contract as hereafter set out. Once timely commenced, Contractor shall diligently continue its performance to and until final completion of the project. Guarantees and equipment warranties required by this contract shall commence on the date of final inspection. All limitations of time set forth herein are material and are of the essence of this contract.

7.4 Change Orders

Changes to the work within the general scope of this contract may be ordered by a change order and must be approved by the City Manager. The City may order minor changes (those that do not involve a change in the contract price and do not involved a change in the time for the Contractor’s performance) that the City deems necessary for performance of and are consistent with the intent of this contract. The Contractor shall proceed with any such change(s).

7.5 Cease and Desist Order

In the event the Contractor fails or refuses to perform the work as required herein, the City may instruct the Contractor to cease and desist from performing further work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately cease and desist as instructed by the City and shall not proceed further until the cause for the City's instruction has been corrected, or no longer exists, or the City instructs the work may resume. In the event the City issues such instruction and in the event the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurances to the City that the cause for such instruction will be eliminated or corrected, then the City shall have the right, but not the obligation, to carry out the work with its own force or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such work. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the City may have against the Contractor.

7.6 Subcontractors

Upon execution of this contract, the Contractor shall identify to the City, in writing, any subcontractor not previously identified on the project. The City shall, in writing, state any objection the City may have with to any subcontractor. The Contractor shall not enter into a subcontract with an intended subcontractor that was listed to whom the City objects. Should a proposed subcontractor that was listed when Contractor's proposal was submitted (this does not apply to subcontractors listed after that time) be disapproved, and the Contractor provides proof that the replacement subcontractor will charge Contractor a higher price than the disapproved subcontractor, then the contract price may be adjusted at a rate equal to the difference between the price charged Contractor by the new subcontractor and the price charged by the disapproved subcontractor.

Failure of the City to object to the subcontractor shall not impose on the City any liability or responsibility for the performance or character of said subcontractor.

All subcontracts shall afford the Contractor rights against the subcontractor that correspond to those rights afforded to the City against the Contractor herein, including those rights of contract termination as set forth in this contract.

7.7 Discovering and Correcting Defective or Incomplete Work

In the event Contractor's work is in violation of this contract or in violation of a directive issued by the City, the Contractor shall rework and make right the work at no cost in time or money to the City.

The Contractor shall, at no cost in time or money to the City, correct work rejected by the City as defective or failing to conform to this contract. The Contractor shall reimburse the City for all testing, inspections and other expenses incurred as a result thereof.

The Contractor shall be specifically obligated to correct any and all defective or nonconforming work without additional compensation for a period of twelve (12) months following final completion upon written notice from the City.

The City may choose to accept defective or nonconforming work. In such event, the contract price shall be reduced by the greater of (1) the reasonable costs of removing and correcting the defective or nonconforming work, and (2) the difference between the fair market value of the project as constructed and the fair market value of the project had it not been constructed in such a manner as to include defective or nonconforming work. If the remaining portion of the unpaid contract price, if any, is insufficient to compensate the City for the acceptance of the defective or nonconforming work, the Contractor shall, upon written demand from the City, pay the City such remaining compensation for accepting defective or nonconforming work.

7.8 The City's Right to Suspend Contractor's Performance

The City shall have the right at any time to direct the Contractor to suspend the performance, or any part thereof, for any reason, or without reason. If such suspension is directed by the City, the Contractor shall immediately comply with the Same and shall demobilize as directed.

7.9 Surety Bonds

The Contractor shall furnish separate performance and payment bonds to the City. Each bond shall set forth a penal sum in an amount not less than the contract price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the contract price is adjusted by change orders executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed adjusted by like amount. The performance and payment bonds furnished by the Contractor shall be in a form suitable to the City and shall be executed by a surety, or sureties, licensed to do business in Tennessee. Bonds shall be accompanied by a Power of Attorney indicating that the person executing the bond is doing so on behalf of the surety. The Power of Attorney shall have been conferred upon the attorney-in-fact prior to the date of the bond. The Power of Attorney shall show the date of appointment of the attorney-in-fact and that the appointment and power have not been revoked and remain in effect.

8. General Terms and Conditions

8.1 Taxes

The City shall not be responsible for any taxes incurred by the Contractor. Contractor cannot claim tax-exemption from taxes by virtue of any exemption that is provided to the City.

8.2 Warranty

Contractor warrants that for a period of one year from date of delivery and/or installation, the goods provided shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained. During the warranty period, the City may request the Contractor repair or replace any defective goods. In that event, Contractor shall repair or replace the defective goods at Contractor's expense within thirty (30) days of the notice.

8.3 Maintenance of Records

Contractor shall maintain documentation for all charges against the City. The books, records, and/or documents of Contractor, as they relate to the work performed under this contract, shall be maintained for a period of five (5) years from the date of final payment received and are subject to audit at any time. Records shall be maintained in accordance with generally accepted accounting principles.

All documents and materials related to this contractor which are in the possession of the Contractor or any subcontractor shall be made available to the City for inspection and copying upon request.

8.4 Monitoring

The Contractor's activities conducted and records maintained pursuant to this contract shall be subject to monitoring and evaluation by the City.

8.5 Contract Modification

This contract may be modified only by written amendment executed by all parties and their signatories.

8.6 Partnership or Joint Venture

This contract shall not in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this contract.

8.7 Waiver

No waiver of any provision of this contract shall affect the right of any party to enforce such provision or to exercise any right or remedy available to it.

8.8 Compliance with Laws

Contractor agrees to comply with all applicable Federal, State, and local laws.

8.9 Taxes and Licensure

Contractor shall have all applicable licenses and be current on its payment of all applicable taxes.

8.10 Ethical Standards

Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure a City contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purchase of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under City contracts.

8.11 Indemnification and Hold Harmless

Contractor shall indemnify and hold harmless the City, its officers, agents, and employees from:

- Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and,
- Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- In any and all claims against the City, its officers, agents, or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability acts or other employee benefit acts.
- The City will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.
- Contractor shall pay the City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.

8.12 Attorney Fees

Contractor agrees that in the event either party takes legal action to enforce any provision of the contract or to obtain a remedy for any breach of this contract, and in the event the City prevails in such action, Contractor shall pay all expenses for such action incurred at any and all stages of the litigation including costs and reasonable attorney fees for the City.

8.13 Assignment

The provisions of this contract may not be reassigned or transferred in whole or in part without the prior written consent by the City. Any such reassignment or transfer shall not release Contractor from its obligations hereunder.

8.14 Entire Contract

This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

8.15 Force Majeure

No party shall have any liability to the other hereunder by reason of delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.16 Governing Law

The validity, construction and effect of this contract any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.

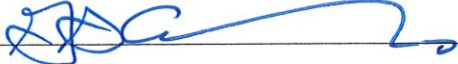
8.17 Venue

Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.

8.18 Severability

Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

Signed to its legality this 24th day of May, 2021.

CONTRACTOR Pavement Restoration, Inc.
Company Name and Address: 10162 Stinson Street
Milan, TN 38358
Printed Name and Title: Scott Adams, VP
Authorized Signature: 

CITY

City of Goodlettsville
105 S. Main Street
Goodlettsville, TN 37072

Printed Name and Title: _____
Authorized Signature: _____

City Attorney

Printed Name: _____
Signature: _____

ADDENDUM A: PAVEMENT PRESERVATION CONTRACT ATTACHMENT

SPECIFICATIONS FOR ASPHALT REPAIR

Infrared Pavement Restoration for Repairing Damaged Asphalt or Surface Failures

Purpose

The purpose of this document is to specify the process for utilizing Infrared Restoration for repairing asphalt surface failures. A minimum of 2 years' experience on roadway infrared asphalt restorations is required for this project.

Description

The work shall consist of furnishing materials (see Materials) and performing a permanent repair on an area of damaged asphalt pavement. The location to be restored shall be identified prior to the commencement of repair activities.

Materials

If needed a one-component emulsified maltenes recycling agent (rejuvenator) is to be applied to the restored area in a ratio of 1:1 with water. This solution shall be well dispersed with a commercial grade sprayer at a rate of 8 ounces per square yard of heated area. This application area shall include both the area under repair as well as the area heated but left undisturbed around the perimeter of the repair. The application shall take place after the area has been scarified and just prior to the addition of new asphalt. This rejuvenator replaces the light oil component of asphalt, which has oxidized out over time.

The Infrared repair contractor shall provide TDOT 411E or D mix at plant mix temperature (275-325 degrees Fahrenheit) to be added to the repair to bring the area up to grade with the existing road.

Equipment

General – The infrared restoration equipment shall consist of a truck mounted self-contained asphalt restoration system that meets the following specifications. The HDE Infrared Heat System Model P750 is an approved unit that meets the following equipment requirements. This unit is the standard for this project. A minimum of 2 years' experience with this equipment is required.

Infrared Heater- The heating chamber shall consist of (14) 75,000 BTU High Intensity Infrared Heaters with Venturi Type gas mixing. The heat area shall be a minimum of 6 Ft x 12 Ft to provide a minimum 12 Ft lane width repair area per heat. The chamber shall consume no more than 15,000 BTU per square foot of heated area. This rate of consumption shall translate into the ability of the heater to soften asphalt to a depth of 1 ½ -2 ½ inches in 8-10 minutes without burning the surface. The infrared heat chamber shall be fueled by liquid propane using a High Capacity CGA approved vaporizer (40USG @ -40 degrees F) to convert the liquid propane to vapor and provide full pressure to the heaters until the propane cylinders are empty. Truck unit shall contain at least 4 cylinders of propane to provide enough fuel to operate heater chamber and reclaimer for 2 days. Heat system shall utilize an Intelligent Control Station with HMI and PLC Functions to monitor heat timing for quality control of infrared system.

Asphalt Storage Unit- A thermostatically controlled storage unit will be utilized to insure that sufficient hot virgin asphalt is on hand. The reclaimer/storage unit shall contain two 37,000 BTU atmospheric infrared heaters. Thermostats shall work in conjunction with timers to insure proper temperature is maintained without harming the asphalt. Electronic ignition shall be standard. An automatic switchover regulator shall be used to reduce the tank pressure to 11" water column.

Compactor/Roller- the compaction equipment used shall be vibratory capable of generating at least 2000 lbs. of applied force/square inch

Steel Rake- a steel rake shall be used to delineate the repair area along the chalk line and to scarify the heated area of the patch inside the chalk line to a depth of at least 2 inches.

Asphalt Lute- a 36" wide lute shall be used to evenly distribute the added asphalt and to establish the proper grade.

Methods of Construction

General: Before the Infrared Restoration is begun, the proper authorities, in conjunction with the contractor will mark out the areas to be restored.

Safety:

Proper safety precautions shall be taken including traffic cones, signage, and flagmen (if necessary) to insure a safe workplace for workers, pedestrians and automobile traffic.
All Traffic Control shall be in accordance with current MUTCD standards.

Defining and Preparing the Work Area:

1. The area shall be swept clean of dirt, loose aggregate or standing water.
2. A chalk line shall be drawn 6-12 inches back from the damage.

Heating the Repair Area:

3. The infrared chamber is lowered over the repair being sure to allow at least 12 – 18 inches of heated area beyond the perimeter of the original opening.
4. To insure the proper heating time, the contractor shall check the surface temperature of the asphalt at seven minutes and every minute thereafter using an infrared thermometer so as not to allow the surface temperature to exceed 350 degrees Fahrenheit. The heating time is influenced by the ambient temperature, the color of the pavement, the size of the aggregate, and the moisture content
5. After the appropriate heating time (typically 8-10 minutes), the asphalt surface will be softened to a depth of 2-2.5 inches.
6. The infrared chamber is then removed from the heated area.

Raking the Heated Area:

7. The backside of a steel rake is used to neatly square off the repair, cutting 6 – 12 inches back from the damage along the chalk line.
8. The area inside the repair is then deeply scarified, taking special care to eliminate the original seam between the repair and the road.
9. The maltenes rejuvenator shall be applied if needed, to the repair and the surrounding heated asphalt surface.

Adding Plant Mix Asphalt:

10. TDOT 411E or D mix (1/4" – 1/2" aggregate) is then added to the area to bring it up to proper grade.
11. The repair is luted smooth.

Compaction:

12. The area is properly compacted being sure to roll the edges first to fuse the hot repair to the heated but untouched surrounding pavement.
13. A light coating of stone dust can then be spread over the repair to remove the tackiness. The road can then be opened to traffic.

Note: The total time for a typical single heat restoration should be no more than 20-30 minutes. This timeframe shall be strictly adhered to so as to insure that both the heated pavement and added asphalt have not been allowed to cool significantly. This guarantees the proper fusion between the repair and the existing road surface.

Standard Warranty

The infrared restoration installed under this specification shall be guaranteed by the contractor against failure resulting from defective materials or methods of application for a period of one year from date of installation.

The contractor shall guarantee to repair, without cost to the customer that part of the original restoration installed under this contract that, in the opinion of the property owner, has not remained in useful service.

The repair installed under this warranty shall be guaranteed the same as the original material- from the date of the original restoration.

This warranty shall not include depressions or areas of settlement caused by lack of proper compaction of the base or sub-base material.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/18/2021

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

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

PRODUCER Scott Insurance (Knoxville, TN) 10100 Global Way Knoxville TN 37932	CONTACT NAME: Carla Cook PHONE (A/C, No, Ext): 865-684-1795 E-MAIL ADDRESS: ccook@scottins.com FAX (A/C, No): 434-455-8884
INSURED Pavement Restorations, Inc. Tegrah Resources, LLC 10162 Stinson Street Milan TN 38358	PAVEM-2 INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company (A+) NAIC # 16535 INSURER B: Travelers Casualty and Surety Company of America (A+) 31194 INSURER C: Berkley National Insurance Company (A+) 38911 INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 281974783**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			GLO 9282317-03	3/1/2021	3/1/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			BAP 9282318-03	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			ZUP-41N0177A-21-NF	3/1/2021	3/1/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	WC 9282316-03	3/1/2021	3/1/2022	☒ PER STATUTE ☐ OTHER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000
C	Equipment Floater			1040882	3/1/2021	3/1/2022	Leased/Rented Limit Deductible 250,000 2,500

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

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kam Jones</i>
-----------------------	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

Bid Bond

Bond No. Bid Bond**CONTRACTOR:**

(Name, legal status and address)

Pavement Restorations, Inc.
10162 Stinson Street
Milan TN 38358

SURETY: Western Surety Company

(Name, legal status and principal place of business)

151 N. Franklin Street
17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:

(Name, legal status and address)

City of Goodlettsville
105 S. Main Street
Goodlettsville TN 37072

BOND AMOUNT: 10% Ten Percent of Amount Bid**PROJECT:**

(Name, location or address, and Project number, if any)

Pavement Preservation and Improvements within the City of Goodlettsville 2021-2022

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

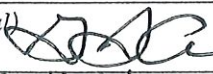
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 20th day of May, 2021.


(Witness)

Pavement Restorations, Inc.

(Principal)  (Seal)

By:

(Title) Scott Adams, VP

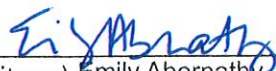
Western Surety Company

(Surety)

By:

(Title) Jessica Fisher

Attorney-in-Fact


(Witness) Emily Abernathy



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

H A Wright Jr, B Jones III, Matthew Davidson Kerr III, Kelli L Stewart, Katherine Fowler, Jessica Fisher, Individually

of Franklin, TN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of April, 2020.

WESTERN SURETY COMPANY



Paul T. Bruflat

Paul T. Bruflat, Vice President

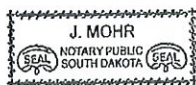
State of South Dakota
County of Minnehaha

} ss

On this 6th day of April, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of May, 2021.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> Resolution 21-985 A resolution accepting the low bid and approving a contract with Pavement Restorations, Incorporated for Asphalt Preservation Services within the City of Goodlettsville. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 21-985 Dept. of Origin: Public Works For Agenda of: June 10, 2021 Originator: Jeff McCormick Cost of Item: As Needed Basis
--	--

AGENDA ITEM ATTACHMENTS:

- Resolution 21-985
- Contract

SUMMARY STATEMENT:

A resolution accepting the low bid and approving a contract with Pavement Restorations, Incorporated for Asphalt Preservation Services within the City of Goodlettsville.

FINANCIAL SUMMARY:

As Needed Basis

RECOMMENDED ACTION:

Staff recommends approval of Resolution 21-985

Resolution 21-985

A RESOLUTION ACCEPTING THE LOW BID AND APPROVING A CONTRACT BETWEEN THE CITY OF GOODLETTSVILLE AND PAVEMENT RESTORATION, INCORPORATED FOR THE PAVEMENT RESTORATION SERVICES AND OTHER INCIDENTAL SERVICES TO CITY STREETS.

WHEREAS, the City of Goodlettsville recently publicly advertised for sealed bids as it related to Asphalt Preservation Services and other incidental services to city streets; and

WHEREAS, in May 2021 sealed bids were opened and made public; and

WHEREAS, it has been determined that Pavement Restoration, Incorporated was the lowest and best bid.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSION OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT A CONTRACT WITH PAVEMENT RESTORATION, INCORPORATED IS AUTHORIZED TO BE EXECUTED FOR ASPHALT PRESERVATION AND OTHER INCIDENTAL SERVICES TO CITY STREETS.

THIS RESOLUTION IS EFFECTIVE UPON ADOPTION, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE REQUIRING IT.

Mayor Rusty Tinnin

Date

Attest:

City Recorder

Approved as to form:

City Attorney



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> Resolution 21-986 A resolution to accept the Windsor Green Court public improvements with a one-year maintenance bond from North Creek Commons / Armed Services Mutual Benefits Association. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 21-986 Dept. of Origin: Community Development For Agenda of: June 10, 2021 Originator: Addam McCormick Cost of Item: None
---	---

AGENDA ITEM ATTACHMENTS:

- Resolution 21-986

SUMMARY STATEMENT:

A resolution to accept the Windsor Green Court public improvements with a one-year maintenance bond from North Creek Commons / Armed Services Mutual Benefits Association.

FINANCIAL SUMMARY:

None

RECOMMENDED ACTION:

Planning Commission and Staff recommends approval of Resolution 21-986

Resolution 21-986

A RESOLUTION TO ACCEPT THE WINDSOR GREEN COURT PUBLIC IMPROVEMENTS WITH A ONE YEAR MAINTENANCE BOND FROM NORTH CREEK COMMONS / ARMED SERVICES MUTUAL BENEFITS ASSOCIATION.

WHEREAS, the City of Goodlettsville Regional Planning Commission met and voted to recommend to the Board of Commissioners to accept Windsor Green Court with a one-year maintenance bond; and

WHEREAS, all requirements for the acceptance of Windsor Green Court have been met; and

WHEREAS, it is in the City of Goodlettsville's best interest to accept Windsor Green Court as a city street.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSION OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT THE WINDSOR GREEN COURT PUBLIC IMPROVEMENTS BE ACCEPTED WITH A ONE YEAR MAINTENANCE BOND.

THIS RESOLUTION IS EFFECTIVE UPON ADOPTION, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE REQUIRING IT.

Mayor Rusty Tinnin

Date

Attest:

City Recorder

Approved as to form:

City Attorney