

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

The City of Mt. Juliet, Tennessee, at the City offices at 2425 N. Mt. Juliet Road, Mt. Juliet, Tennessee 37122

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>02/10/2026</u>
<u>2</u>	<u>02/16/2026</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance

of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

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

UNIT PRICE BID ITEM TABULATION - ROADWAY

Footnote	Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	450,000.00	450,000.00
	201-01	CLEARING AND GRUBBING	LS	1	1,052,000.00	1,052,000.00
2	202-01	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	500,000.00	500,000.00
3, 4, 5, 6, 7	203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	62199	12.00	746,388.00
8, 49	203-02.01	BORROW EXCAVATION (GRADED SOLID ROCK)	TON	6790	27.50	186,725.00
3	203-04	PLACING AND SPREADING TOPSOIL	C.Y.	8051	4.47	35,987.97
8, 50	203-05	UNDERCUTTING	C.Y.	2140	8.25	17,655.00
	203-06	WATER	M.G.	306	20.00	6,120.00
3	203-07	FURNISHING & SPREADING TOPSOIL	C.Y.	145	16.00	2,320.00
9	203-08	CHANNEL EXCAVATION (UNCLASSIFIED)	C.Y.	23144	9.01	208,527.44
51	204-06.01	FLOWABLE FILL (GENERAL)	C.Y.	251	250.00	62,750.00
	204-08	FOUNDATION FILL	C.Y.	92	145.00	13,340.00
5	209-05	SEDIMENT REMOVAL	C.Y.	525	24.00	12,600.00
5, 10	209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	346	5.40	1,868.40
5	209-08.03	TEMPORARY SILT FENCE (WITHOUT BACKING)	L.F.	7988	2.00	15,976.00
5	209-08.07	ROCK CHECK DAM	EACH	99	700.00	69,300.00
5, 11	209-08.08	ENHANCED ROCK CHECK DAM	EACH	12	700.00	8,400.00
5	209-09.03	SEDIMENT FILTER BAG (15' X 15')	EACH	1	635.00	635.00
5	209-09.43	CURB INLET PROTECTION (TYPE 4)	EACH	71	140.00	9,940.00
5	209-40.33	CATCH BASIN PROTECTION (TYPE D)	EACH	38	175.00	6,650.00
5, 52	209-65.01	TEMPORARY STREAM DIVERSION (STRUCTURE AT STA. 115+15.00 OVER LICK CREEK)	LS	1	25,000.00	25,000.00
5, 52	209-65.02	TEMPORARY STREAM DIVERSION (STRUCTURE AT STA. 152+42.20)	LS	1	25,000.00	25,000.00
12	303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	37085	32.06	1,188,945.10
	303-01.01	GRANULAR BACKFILL (ROADWAY)	TON	1601	39.00	62,439.00

Footnote	Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
5, 13	303-10.01	MINERAL AGGREGATE (SIZE 57)	TON	731	56.00	40,936.00
14	307-01.01	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING A	TON	13690	101.00	1,382,690.00
15	307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	11548	103.00	1,189,444.00
	402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	86	1,026.00	88,236.00
16	402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	303	56.00	16,968.00
17	403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	34	1,026.00	34,884.00
18, 19	411-01.10	ACS MIX (PG64-22) GRADING D	TON	3368	135.00	454,680.00
20, 21	411-01.11	ACS MIX (PG64-22) GRADING E (RDWY)	TON	1817	135.00	245,295.00
22	411-12.11	EDGE LINE MUMBLE STRIPE (NON-CONTINUOUS) (8IN WIDTH)	L.M.	0.9	12,540.00	11,286.00
23	415-01.01	COLD PLANING BITUMINOUS PAVEMENT	TON	200	59.00	11,800.00
	604-01.01	CLASS A CONCRETE (ROADWAY)	C.Y.	66	1,850.00	122,100.00
	604-01.02	STEEL BAR REINFORCEMENT (ROADWAY)	LB.	13514	1.50	20,271.00
	604-02.01	CLASS A CONCRETE (BOX BRIDGES)	C.Y.	930	1,655.00	1,539,150.00
	604-02.02	STEEL BAR REINFORCEMENT (BOX BRIDGES)	LB.	186844	1.50	280,266.00
	604-07.01	RETAINING WALL (MODULAR BLOCK) (W-SG-1)	S.F.	1115	89.51	99,803.65
24	604-36	SCARIFYING	S.Y.	16445	7.25	119,226.25
25	607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	7346	71.00	521,566.00
25	607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	L.F.	814	100.00	81,400.00
25	607-06.02	30" CONCRETE PIPE CULVERT (CLASS III)	L.F.	1014	145.00	147,030.00
25	607-07.02	36" CONCRETE PIPE CULVERT (CLASS III)	L.F.	39	210.00	8,190.00
25	607-39.02	18" PIPE CULVERT (SIDE DRAIN)	L.F.	606	81.00	49,086.00
25	607-39.03	24" PIPE CULVERT (SIDE DRAIN)	L.F.	101	119.00	12,019.00
	611-07.01	CLASS A CONCRETE (PIPE ENDWALLS)	C.Y.	1.5	4,580.00	6,870.00
	611-07.02	STEEL BAR REINFORCEMENT (PIPE ENDWALLS)	LB.	70	3.00	210.00
	611-07.31	18IN ENDWALL (SIDE DRAIN)	EACH	36	3,270.00	117,720.00

Footnote	Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
	611-07.32	24IN ENDWALL (SIDE DRAIN)	EACH	6	4565.00	27,390.00
	611-07.54	18IN ENDWALL (CROSS DRAIN) 3:1	EACH	1	2465.00	2465.00
	611-07.57	24IN ENDWALL (CROSS DRAIN) 3:1	EACH	2	3460.00	6920.00
	611-07.60	30IN ENDWALL (CROSS DRAIN) 3:1	EACH	2	3960.00	7920.00
	611-07.63	36IN ENDWALL (CROSS DRAIN) 3:1	EACH	1	5850.00	5850.00
	611-12.01	CATCH BASINS, TYPE 12, 0' - 4' DEPTH	EACH	34	5905.00	200,770.00
	611-12.02	CATCH BASINS, TYPE 12, 4' - 8' DEPTH	EACH	21	6730.00	141,330.00
	611-12.03	CATCH BASINS, TYPE 12, 8' - 12' DEPTH	EACH	2	11610.00	23,220.00
	611-14.01	CATCH BASINS, TYPE 14, 0' - 4' DEPTH	EACH	1	8270.00	8270.00
	611-14.02	CATCH BASINS, TYPE 14, 4' - 8' DEPTH	EACH	10	9050.00	90,500.00
	611-16.02	CATCH BASINS, TYPE 16, 4' - 8' DEPTH	EACH	2	11095.00	22,190.00
	611-42.01	CATCH BASINS, TYPE 42, 0' - 4' DEPTH	EACH	6	6850.00	41,100.00
	611-42.02	CATCH BASINS, TYPE 42, 4' - 8' DEPTH	EACH	4	7770.00	31,080.00
5, 26	621-03.01	15" TEMPORARY DRAINAGE PIPE	L.F.	23	102.00	2,346.00
5, 26, 27	621-03.02	18" TEMPORARY DRAINAGE PIPE	L.F.	879	68.00	59,772.00
5, 26	621-03.03	24" TEMPORARY DRAINAGE PIPE	L.F.	85	91.00	7,735.00
5, 26	621-03.07	48" TEMPORARY DRAINAGE PIPE	L.F.	30	190.00	5,700.00
	701-01.01	CONCRETE SIDEWALK (4")	S.F.	2787	9.00	25,083.00
	701-01.07	EXPOSED AGGREGATE CONCRETE DRIVEWAY	S.F.	11920	9.00	107,280.00
28	701-02	CONCRETE DRIVEWAY	S.F.	23537	7.80	183,588.60
	701-02.02	CONCRETE DRIVEWAY (8")	S.F.	456	16.20	7,387.20
	701-02.03	CONCRETE CURB RAMP	S.F.	1278	17.00	21,726.00
	702-03	CONCRETE COMBINED CURB & GUTTER	C.Y.	720	427.00	307,440.00
	705-04.10	EARTH PAD FOR GUARD RAIL END TREATMENT	EACH	14	1640.00	22,960.00

Footnote	Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
29, 30	705-11.21	W BEAM GR (TYPE 2) MASH TL-3 (POWDER COATED)	L.F.	1800	32.00	57,600. ⁰⁰
30	705-11.31	GR TERMINAL (IN-INLINE) MASH TL-3 (POWDER COATED)	EACH	4	1,960.00	7,840. ⁰⁰
30	705-11.42	GR TERMINAL (ENERGY ABSORBING) MASH TL-2 (POWDER COATED)	EACH	10	4,370.00	43,700. ⁰⁰
5, 31	707-08.11	HIGH-VISIBILITY CONSTRUCTION FENCE	L.F.	1014	3.80	3,853. ²⁰
	707-16.01	BIKE/PEDESTRIAN BOX TUBE SAFETY RAIL	L.F.	933	165.00	153,945. ⁰⁰
5, 32	709-05.05	MACHINED RIP-RAP (CLASS A-3)	TON	1650	55.00	90,750. ⁰⁰
5, 33	709-05.06	MACHINED RIP-RAP (CLASS A-1)	TON	7261	61.00	442,921. ⁰⁰
	709-05.08	MACHINED RIP-RAP (CLASS B)	TON	174	100.00	17,400. ⁰⁰
34	709-05.09	MACHINED RIP-RAP (CLASS C)	TON	381	61.00	23,241. ⁰⁰
	712-01	TRAFFIC CONTROL	LS	1	458,000. ⁰⁰	458,000. ⁰⁰
	712-02.02	INTERCONNECTED PORTABLE BARRIER RAIL	L.F.	4300	73.00	313,900. ⁰⁰
	712-02.60	TEMPORARY WORK ZONE CRASH CUSHION (MASH TL-3)	EACH	106	4,400.00	466,400. ⁰⁰
	712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	304	26.00	7,904. ⁰⁰
	712-04.50	BARRIER RAIL DELINEATOR	EACH	115	11.00	1,265. ⁰⁰
	712-05.01	WARNING LIGHTS (TYPE A)	EACH	12	27.00	324. ⁰⁰
	712-06	SIGNS (CONSTRUCTION)	S.F.	602	7.20	4,334. ⁴⁰
	712-07.03	TEMPORARY BARRICADES (TYPE III)	L.F.	84	24.00	2,016. ⁰⁰
	713-02.21	SIGN POST DELINEATION ENHANCEMENT	L.F.	54	7.00	378. ⁰⁰
	713-11.01	"U" SECTION STEEL POSTS	LB.	1717	5.51	9,460. ⁶⁷
	713-11.04	SURFACE MNT BREAKAWAY BASE FOR SIGN POST	EACH	37	122.00	4,514. ⁰⁰
	713-13.02	FLAT SHEET ALUMINUM SIGNS (0.080" THICK)	S.F.	385	15.00	5,775. ⁰⁰
	713-13.03	FLAT SHEET ALUMINUM SIGNS (0.100" THICK)	S.F.	9	16.00	144. ⁰¹
35	713-15	REMOVAL OF SIGNS, POSTS AND FOOTINGS	LS	1	2,160.00	2,160. ⁰⁰
	713-15.02	REMOVAL & RELOCATION OF SIGN AND SUPPORT	EACH	19	43.00	817. ⁰⁰
36	716-01.21	SNOWPLOWABLE RAISED PAVEMENT MARKERS (BI-DIR) (1 COLOR)	EACH	303	38.00	11,514. ⁰⁰

Footnote	Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
37	716-01.22	SNOWPLOWABLE RAISED PAVEMENT MARKERS (MONO-DIR) (1 COLOR)	EACH	26	37.00	962.00
19, 39	716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	65	37.00	2405.00
38	716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	212	19.00	4028.00
38	716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	16	178.00	2848.00
38	716-02.09	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK)	L.F.	136	43.00	5848.00
38	716-04.02	PLASTIC PAVEMENT MARKING (DOUBLE TURNING ARROW)	EACH	10	324.00	3240.00
19, 38	716-04.04	PLASTIC PAVEMENT MARKING (TRANSVERSE SHOULDER)	L.F.	151	13.00	1963.00
	716-05.05	PAINTED PAVEMENT MARKING (STOP LINE)	L.F.	248	11.00	2728.00
	716-05.20	PAINTED PAVEMENT MARKINGS (6" LINE)	L.M.	16.9	1458.00	24640.20
19, 39	716-12.02	ENHANCED FLATLINE THERMO PVMT MRKNG (6IN LINE)	L.M.	7.5	7236.00	54270.00
19	716-12.06	ENHANCED FLATLINE THERMO (8IN LINE)	L.F.	453	2.16	978.48
19	716-12.07	ENHANCED FLATLINE THERMO (8IN BROKEN LINE)	L.F.	149	2.16	321.84
21	716-13.02	SPRAY THERMO PVMT MRKNG (60 MIL) (6IN LINE)	L.M.	0.6	4320.00	2592.00
21	716-13.05	SPRAY THERMO PVMT MRKNG (60 MIL) (6IN DOTTED LINE)	L.F.	335	1.10	368.50
	717-01	MOBILIZATION	LS	1	823000.00	823000.00
5, 40	740-10.03	GEOTEXTILE (TYPE III) (EROSION CONTROL)	S.Y.	12290	4.59	56,411.10
8, 41	740-10.04	GEOTEXTILE (TYPE IV)(STABILIZATION)	S.Y.	7665	4.14	31733.10
5, 42, 43	801-01	SEEDING (WITH MULCH)	UNIT	472	48.00	22656.00
5, 42, 43	801-01.07	TEMPORARY SEEDING (WITH MULCH)	UNIT	472	41.00	19352.00
5, 44	801-02.08	TEMPORARY SEEDING (WITHOUT MULCH)	UNIT	15	38.00	570.00
5, 42	801-02.15	FERTILIZER	TON	9	643.00	5832.00
5, 42, 45	801-03	WATER (SEEDING & SODDING)	M.G.	113	43.00	4859.00
46	803-01	SODDING (NEW SOD)	S.Y.	51632	5.30	273649.60

5, 44	805-12.01	EROSION CONTROL BLANKET (TYPE I)	S.Y.	1607	1.05	1,687.35
47	N/A	FLEXAMAT PLUS LINING FOR CONVEYANCE DITCH	S.Y.	6537	56.50	369,340.50
48	N/A	DUMOR REMOVABLE BOLLARD WITH GROUND SLEEVE	EACH	8	1,447.00	11,576.00
Total of All ROADWAY Unit Price Bid Items						\$16,527,687.55

Total Bid Price

\$ 16,527,687.55

Sixteen million, five hundred twenty-seven thousand, six hundred eighty-seven dollars and fifty-five cents

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids.

Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.

Unit Price Bid Item Footnotes:

1. INCLUDES THE FURNISHING, SETTING, MAINTAINING, AND RESETTING, WHEN NECESSARY, THE STAKES, AND FOR PROVIDING ALL LABOR, EQUIPMENT, MATERIALS, AND INCIDENTALS TO COMPLETE WORK AS SPECIFIED.
2. INCLUDES THE REMOVAL OF ANY EXISTING PIPES AND BOXES LOCATED WITHIN THE RIGHT-OF-WAY.
3. SEE GRADING SPECIAL NOTES ON SHEET 2D.
4. TABULATED QUANTITY INCLUDES 9005 C.Y. FOR TEMPORARY TRAFFIC CONTROL DETOURS, 236 C.Y. FOR TEMPORARY CONSTRUCTION EXITS, AND 1313 C.Y. OF ROCK EXC. (SEE GEOTECH PLANS).
5. SEE SUBSECTION 209.07 OF THE STANDARD SPECIFICATIONS FOR MAINTENANCE REPLACEMENT. ALL QUANTITIES ARE TO BE USED AS DIRECTED BY THE CITY AND/OR CEI PERSONNEL.
6. SEE ESTIMATED GRADING QUANTITIES ON SHEET 2F.
7. CONTRACTOR SHALL STRIP AND STOCKPILE TOPSOIL ON SITE FOR LATER USE ON THE PROJECT. STRIPPING AND STOCKPILING TOPSOIL ON SITE WILL NOT BE MEASURED AND PAID SEPARATELY, BUT WILL BE CONSIDERED INCIDENTAL TO PAY ITEM 203-01: ROAD & DRAINAGE EXCAVATION.
8. SEE GEOTECHNICAL PLANS FOR DETAILS. ALL QUANTITIES ARE TO BE USED AS DIRECTED BY THE CITY AND/OR CEI PERSONNEL.
9. TO BE USED FOR EXCAVATION OF CONVEYANCE DITCH ON NORTH SIDE OF OLD LEBANON DIRT RD IN THE VICINITY OF PAGE DR, INCLUDES 1719 C.Y. FOR ROCK EXC. (SEE GEOTECH PLANS).
10. TABULATED QUANTITY INCLUDES 100 L.F. FOR SEDIMENT FILTER BAG.
11. TABULATED QUANTITY INCLUDES 3 CHECK DAMS FOR CULVERT PROTECTION TYPE 2.
12. TABULATED QUANTITY INCLUDES 7418 TONS FOR TEMPORARY TRAFFIC CONTROL DETOURS.
13. TABULATED QUANTITY INCLUDES 653 TONS FOR CULVERT PROTECTION TYPE 1, 61 TONS FOR CULVERT PROTECTION TYPE 2, AND 17 TONS FOR SEDIMENT FILTER BAG.
14. TABULATED QUANTITY INCLUDES 3782 TONS FOR TEMPORARY TRAFFIC CONTROL DETOURS.
15. TABULATED QUANTITY INCLUDES 2787 TONS FOR TEMPORARY TRAFFIC CONTROL DETOURS.
16. ITEM TO BE USED AS DIRECTED BY THE ENGINEER.
17. TABULATED QUANTITY INCLUDES 0.9 TONS FOR RESURFACING ON OLD LEBANON DIRT RD, 0.1 TONS FOR RESURFACING ON JULIE DR, AND 0.1 TONS FOR RESURFACING ON MORELAND DR.
18. TABULATED QUANTITY INCLUDES 159 TONS FOR RESURFACING ON OLD LEBANON DIRT RD.
19. TO BE USED ON OLD LEBANON DIRT RD.
20. TABULATED QUANTITY 17.6 TONS FOR RESURFACING ON JULIE DR AND 25 TONS FOR RESURFACING ON MORELAND DR.
21. TO BE USED ON ALL SIDEROADS.
22. TO BE USED ON THE SHOULDER ALONG THE NORTH SIDE OF OLD LEBANON DIRT RD.
23. TO BE USED FOR MILLING OF THE TOP 1.5" OF EXISTING PAVEMENT ON OLD LEBANON DIRT RD FROM JULIE DR EASTWARD, JULIE DR, AND MORELAND DR.

24. TO BE USED FOR REMOVING TEMPORARY TRAFFIC CONTROL DETOURS.
25. THE EXCAVATION AND BEDDING MATERIAL SHALL BE INCLUDED IN THE COST OF THE PROPOSED PIPE CULVERT.
26. REFER TO TRAFFIC CONTROL PLAN SHEETS FOR PIPE MATERIALS.
27. TABULATED QUANTITY INCLUDES 462 L.F. FOR TEMPORARY CONSTRUCTION EXITS.
28. TABULATED QUANTITY INCLUDES 7717 S.F. FOR CONCRETE DRIVEWAY RAMPS.
29. TABULATED QUANTITY INCLUDES 83 L.F. OF SHOP BENT RADIUS RAIL.
30. CITY OF MT. JULIET TO PICK COLOR OF POWDER COATING DURING CONSTRUCTION.
31. TO BE PLACED AT STREAM BUFFER ZONE FOR LICK CREEK AND ALONG HISTORIC ROCK WALL DURING CONSTRUCTION.
32. TO BE USED FOR TEMPORARY CONSTRUCTION EXITS.
33. TABULATED QUANTITY INCLUDES 2949 TONS FOR SPECIAL DITCH LINING, 4203 TONS FOR CULVERT PROTECTION TYPE 1, 2 TONS FOR PROPOSED GUTTER DISCHARGE POINTS, AND 107 TONS FOR POSSIBLE SUBGRADE REPAIRS WITHIN REACHES 4, 5, 15, 16, AND 22 (SEE GEOTECHNICAL PLANS FOR DETAILS).
34. TABULATED QUANTITY INCLUDES 273 TONS FOR PROPOSED BOX CULVERT RIP-RAP APRONS AND 108 TONS FOR PROPOSED CULVERT RIP-RAP APRONS.
35. INCLUDES REMOVAL OF 26 EXISTING SIGNS WITHIN THE PROJECT LIMITS.
36. TO BE PLACED ALONG CENTERLINE AND CENTER TURN LANE ON OLD LEBANON DIRT RD.
37. TO BE PLACED ALONG TURN LANES ON OLD LEBANON DIRT RD.
38. CONTRACTOR MAY ELECT TO SUBSTITUTE PREFORMED PLASTIC FOR THERMOPLASTIC. PREFORMED PLASTIC SHALL BE PAID FOR AT THE SAME UNIT PRICE AS BID FOR THERMOPLASTIC.
39. CONTRACTOR SHALL USE THE EXTRUDED OR RIBBON METHOD FOR APPLICATION.
40. TABULATED QUANTITY INCLUDES 9124 S.Y. FOR CULVERT PROTECTION TYPE 1, 230 S.Y. FOR CULVERT PROTECTION TYPE 2, 105 S.Y. FOR SEDIMENT FILTER BAG, AND 2832 S.Y. FOR TEMPORARY CONSTRUCTION EXITS.
41. GEOTEXTILE FABRIC TO BE PLACED ABOVE AND/OR BELOW SELECT BACKFILL AS INDICATED IN THE GEOTECHNICAL PLANS.
42. TO BE USED AFTER SEEDING PLACEMENT FOR EROSION PREVENTION AND SEDIMENT CONTROL.
43. THE COST OF FERTILIZER AND LIME USED IN INITIAL SEED BED PREPARATION IS TO BE INCLUDED IN THE COST OF SEEDING. SEE SECTION 801 OF TDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
44. TO BE USED FOR TEMPORARY STABILIZATION OF STEEP DITCH SLOPES DURING CONSTRUCTION.
45. TABULATED QUANTITY INCLUDES 94 THOUSAND GALLONS FOR EROSION PREVENTION AND SEDIMENT CONTROL.
46. TABULATED QUANTITY INCLUDES 2457 S.Y. FOR SPECIAL DITCH LINING.
47. TABULATED QUANTITY DOES NOT INCLUDE THE REQUIRED EMBEDMENT AND OVERLAPS PER THE PLANS AND SPECIFICATIONS OF DITCH WITH FLEXAMAT PLUS COMPOSED OF THE FOLLOWING LAYERS: 5000 PSI CONCRETE BLOCKS, HIGH STRENGTH BIAXIAL GEOGRID, 5-PICK LENO WEAVE, RECYCLEX TRM, AND CURLEX III WOOD EXCELSIOR. SEEDING ON PREPARED TOPSOIL SUBGRADE PRIOR TO INSTALLATION OF LINING.
48. TO BE PLACED AT SHARED USE PATH CROSSING AT SIDEROADS. TEXTURED RUST COLOR TO BE USED.
49. QUANTITY INCLUDES 6347 TONS FOR SUBGRADE REPAIRS WITHIN REACH 11 AND 443 TONS FOR OVER EXCAVATED AREAS REQUIRED UNDER THE RC BOX CULVERT AT STA. 134+67.84.
50. QUANTITY INCLUDES 1889 C.Y. FOR SUBGRADE REPAIRS WITHIN REACH 11 AND 251 C.Y. FOR OVER EXCAVATED AREAS REQUIRED UNDER THE RC BOX CULVERT AT STA. 134+67.84.
51. SEE SHEET G-3 IN GEOTECHNICAL PLANS FOR DETAILS.

52. INCLUDES ALL MATERIALS AND LABOR NECESSARY FOR CONSTRUCTION, MAINTENANCE, AND REMOVAL PER TDOT STANDARD DRAWING EC-STR-30A. THE CONTRACTOR NEEDS TO PROVIDE THE TEMPORARY STREAM DIVERSION DESIGN TO THE ENGINEER OF RECORD TO REVIEW.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: **82010**;
 - G. Required Bidder Qualification Statement with supporting data;
 - H. Civil Rights Notification
 - I. Conflict of Interest Statement
 - J. Drug Free Workplace Affidavit
 - K. Contractor's Attestation Regarding Illegal Immigrants or Aliens
 - L. Iran Divestment Act Certification

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

MasTec Civil, LLC

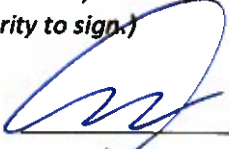
By:
[Signature]



[Printed name] Andres G. Mendoza, P.E - President.

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature]



[Printed name] Brent Marley

Title: Vice President

Submittal Date: 2-13-2026

Address for giving notices:

10790 NW 127 Street

Medley, FL 33178

Telephone Number: 305-670-7585

Fax Number: 305-670-7462

Contact Name and e-mail address: amendoza@mastec-civil.com

Bidder's License No.: 82010
(where applicable)

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between The City of Mt. Juliet, Tennessee ("Owner") and _____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

2.01 *The Project, of which the Work under the Contract Documents is a part, is generally described as follows: OLD LEBANON DIRT ROAD WIDENING FROM WEST OF CHANDLER ROAD TO EAST OF MORELAND DRIVE.*

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by WSP, 216 Centerview Drive, Suite 300, Brentwood, TN 37027

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 730 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.

1. Note: Substantial completion shall be defined as all work items completed and installed to the satisfaction to City of Mt. Juliet within the time frame specified in Paragraph 4.02. Contractor shall procure the signal equipment and materials as soon as possible after the issuance of the Notice to Proceed. Contractor shall notify the Engineer when signal poles and mast arms are expected to be delivered, not to exceed 38 weeks from Notice to Proceed. Contractor shall advise of any delays. Contractor shall install foundations and permanent signal infrastructure to the greatest extent possible prior to substantial completion in order to expedite installation of the permanent signal poles.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any

extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

1. Submit application for payment for all other items to the Engineer.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price

Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 5% percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 5% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2)

the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 10, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. General Conditions (pages 1 to 66, inclusive).
 - 5. Supplementary Conditions (included in the General Conditions in bold).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of Project Plans Drawings listed on the attached sheet index.
 - 8. Addenda (numbers 1 to 1, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 63, inclusive).
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

1. There are no Contract Documents other than those listed above in this Article 9.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 Assignment of Contract

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

9.03 Successors and Assigns

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

9.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

The City of Mt. Juliet, Tennessee

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(where applicable)