



**REQUEST FOR BIDS  
FOR THE CITY OF MT. JULIET, TN**

**Request for Bid  
Mass Grading of 620 Clemmons RD**

**Issued By:**

**City of Mt. Juliet, TN  
2425 N. Mt. Juliet Rd.  
(615) 754-2554**

**Date of Issue: July 3, 2024**

**Bid Due Date: July 23, 2024 10:00 AM CST**

**Bids must be in sealed envelope  
Clearly Marked  
Mass Grading of 620 Clemmons Rd  
Dated July 23, 2024**

**Delivered to:**

**Attn: Finance Director  
City of Mt. Juliet  
2425 N. Mt. Juliet  
Mt. Juliet, TN 37122  
NLT 10:00 AM CST July 23, 2024**

City of Mt. Juliet Finance Department  
2425 N. Mt. Juliet Rd. | Mt. Juliet, TN 37122  
Phone: 615-754-2554 | Fax: 615-754-7225



### **Background of the City of Mt. Juliet, TN**

The City of Mt. Juliet, TN is located in the Nashville, TN metropolitan area. The city had a population of 39,000+ according to the 2022 National Census and is one of the fastest growing cities in the State of Tennessee. The city has 4 elected commissioners and an elected mayor, which comprise the governing body. The governing body hires a professional City Manager as the chief administrative official. The City Manager is responsible for all city personnel. The city currently provides public safety, building inspection and codes enforcement, public works, parks and recreation, and administrative functions.

### **General Bid Information**

Sealed bids for **Mass Grading of 620 Clemmons RD** will be received at the office of the City of Mt. Juliet Finance Department at 2425 N. Mt. Juliet Rd, Mt. Juliet, Tennessee 37122, Attention: Dana Hire, on or before **July 23, 2024 10:00AM, CST**, and immediately thereafter all bids will be publicly opened and read aloud. Please contact Toby Toombs at [ttoombs@mtjuliet-tn.gov](mailto:ttoombs@mtjuliet-tn.gov) or 615-754-9922 should you have any questions.

### **BID FORMS**

Two paper copies of the bid are required. All paper bids must have the name of the project, and the bid due date on the outside of the envelope. Paper bid must be signed by authorized representative of company/business placing bid at time bid is received by the City of Mt. Juliet. Bidder will show evidence of license, expiration date and classification if required and when applicable. Bidder is familiar with all laws and regulations that may affect cost, progress, and performance of the work, including BABAA requirements.

**Electronic Bids** will be accepted for this Request for Bids. If you would prefer to submit your bid electronically, please email to [bids@mtjuliet-tn.gov](mailto:bids@mtjuliet-tn.gov).

### **Special Notice on Iran**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106.

### **Special Notice on Israel**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief for submissions in excess of \$250k, unless the contractor has fewer than 10 employees, each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

### **Build America, Buy America Act**

If this agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's



Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

Any request for substitute or “or equal” shall include the Manufacturer’s Certification of compliance with the Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58. If the Instructions include a Federal requirements section, include the following: BABAA requirements apply to this project.

### **SUBMISSION**

It shall be the responsibility of the bidder to submit a bid response which complies with: the conditions and specifications of the Request for Bids; policies and procedures of the City of Mt. Juliet and applicable laws of the State of Tennessee; and any other applicable laws, regulations and requirements.

### **BID REJECTION**

The City reserves the right to reject any or all bids, combinations of items, or lot(s), and to waive defects or minor informalities. The City is a member of certain coalitions and has access to the pricing provided by state contracts. The published prices by the state or any of the coalitions for RFB items shall be considered a sealed bid which the City may accept. Any other bid that is not sealed will “NOT” be accepted. Any bid received after time and date indicated will be discarded.

Bidders may not restrict the rights of the City or otherwise qualify their bids. If a Bidder does so, the City may determine the bid to be a nonresponsive counteroffer, and the bid may be rejected.

The City reserves the right, at its sole discretion, to waive variances in bids provided such action is in the best interest of the City. Where the City waives minor variances in bids, such waiver does not modify the RFB requirements or excuse the Bidder from full compliance with the RFB. Notwithstanding any minor variance, the City may hold any Bidder to strict compliance with the RFB. In the event of multiple line items or interchangeable items, the city reserves the right to select items from multiple bidders.

Bidders must comply with all of the terms of this RFB and all applicable state laws and regulations. The City may reject any bid that does not comply with all of the terms, conditions, and performance requirements of this RFB.

### **PAYMENT FOR CITY PURCHASES**

Purchase orders will be issued after the RFB is reviewed and payment will be made by the City of Mt. Juliet 30 days after commodities and/or services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number where applicable.

### **IDEMNIFICATION**

The Contractor/Vendor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor/Vendor under this agreement. The Contractor/Vendor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Contractor” and “Contracting



agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the Contracting agency’s selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor’s work. On-site vendors are required to provide proof of insurance (general liability, workers comp, auto and excess). On-site vendor will add the City of Mt. Juliet as an additional insurer if requested.

### **COMPLIANCE**

In the performance of a contract that results from this RFB, the contractor must comply with all applicable federal, state, and city regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and city taxes.

### **SUITABLE MATERIALS, ETC.**

Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture. Unless otherwise specified in the RFB, product brand names or model numbers are examples of the type and of product quality required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number with a description of the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. For example, if the specifications call for 98 decibel alarm and the product offered has only 95, the city reserves the right to consider the 95 decibel alarm offering as adequate. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

### **FIRM OFFER**

For the purpose of award, offers made in accordance with this RFB must be good and firm for a period of ninety (90) days from the date of quote opening or the date of complete delivery of the order placed whichever is later. The city anticipates selection within 10 business days.

### **BID PREPARATION COSTS**

The City is not liable for any costs incurred by the bidder in quote preparation.

### **CONFLICT OF INTEREST**

An elected or appointed official, or employee of the City of Mt Juliet may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the elected or appointed official, or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the elected or appointed official, or employee has the power to take or withhold official action so as to affect the award or execution of the contract. Non-controlling ownership in stock of publicly held companies or ownership of mutual funds shall not be considered as a financial interest.



**DEFAULT**

In case of default by the contractor/vendor, for any reason whatsoever, the City of Mt Juliet may procure the goods or services from another source and hold the contractor/vendor responsible for any resulting excess cost and may seek other remedies under law or equity.

**CONTINUING OBLIGATION OF CONTRACTOR**

Notwithstanding the expiration date of a contract resulting from this RFB the contractor/vendor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

**BILLING INSTRUCTIONS**

Invoices must be billed to the Finance department at the address shown on the individual Purchase Order, Contract Award or Delivery Order. Questions concerning payment should be addressed to the Finance Department of the City of Mt. Juliet.

**DISCRIMINATION CLAUSE**

The City of Mt. Juliet is an equal opportunity entity and does not discriminate on the basis of age, race, sex, national origin, religion or disability in admission to, access to, or operations of its programs, services, activities, or in its awarding of such bids.

**BID SPECIFICATIONS**

**PLEASE SEE ATTACHED DOCUMENTS**

No Bids will be received or accepted after the above-specified time for the opening of Bids. Bids submitted after the designated hour will be deemed invalid and returned unopened to the Bidder. Bid security shall be furnished in accordance with the Instructions to Bidders.

Company Name: Jones Bros Contractors, LLC  
Authorized Signature: [Signature]  
Print Name: Cody Jackson  
Title: Senior Estimator  
Date: 7/23/24  
Address: 1010 Pleasant Grove Place Suite 300  
City/State/Zip: Mt. Juliet, TN 37122

# 620 Clemmons RD

## Mass Grading

This bid is for the mass grading of 24 +/- acres located at 620 Clemmons RD.

1. Tree stump removal, grind, and haul off to be included.
2. Construction entrance to be included.
3. Wire back silt fence to be included.
4. Temporary seed and straw of all non-structural disturbed areas to be included.
5. Check dams to be included
6. Place site at subgrade within +/- 0.1' using on site material.
7. Storm water outlet control structure, pipe, and headwall to be included.

Lump sum \$ One Million, Four Hundred Fifty-three thousand Dollars and no cents  
1,453,000.00

Contractor Jones Bras Contractors LLC

Contact name and phone number

Cody Jackson 931-231-4148

**PERFORMANCE-PAYMENT BOND FORM**

**KNOW ALL MEN BY THESE PRESENTS:**

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

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

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

called **Surety**, are held and firmly bound unto the City of Mt. Juliet, Tennessee, 71 East Hill Street, Mt. Juliet, TN 37122, hereinafter called **Owner**, in the total aggregate penal sum of:

---

**PLEASE TYPE THE DOLLAR AMOUNT HERE**

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

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

**Mass Grading of 620 Clemmons Road**

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

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

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

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

**ATTEST:**

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

**ATTEST:**

_____	_____
	Surety



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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

**AGREEMENT FORM**

**Mass Grading of 620 Clemmons Road**

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

BETWEEN the Owner: **THE CITY OF MT. JULIET, TENNESSEE**

and the Contractor: **Jones Bros Contractors, LLC**

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

The Project generally consists of the furnishing of all materials, equipment and labor for the mass grading of 620 Clemmons Road.

The Owner shall pay the Contractor for the performance of Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Price of: **\$ 1,453,000.00**

**One million four hundred fifty-three thousand and NO/100**

**TYPE THE DOLLAR AMOUNT HERE**

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

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

The Bidder hereby agrees to commence work on **the mass grading of 620 Clemmons Road** on or after a date to be specified in a written "Notice to Proceed" issued by the Owner

**OWNER**

**City of Mt. Juliet, TN**  
2425 N. Mt. Juliet Road  
Mt. Juliet, TN 37122

\_\_\_\_\_  
Mr. James Maness  
Mayor

\_\_\_\_\_  
Witness

**CONTRACTOR**

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

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

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

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

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

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

## **APPENDIX**

NOTICE OF AWARD

NOTICE TO PROCEED

APPLICATION FOR PAYMENT

REQUEST FOR CONSTRUCTION CHANGE

REQUEST FOR INFORMATION (RFI)

NOTICE OF WARRANTY PERIOD

**NOTICE OF AWARD**

City of Mt. Juliet  
115 Clemmons Road  
Mt. Juliet, TN 37122

Date \_\_\_\_\_  
Project **Mass Grading of 620 Clemmons Road**  
Mt. Juliet, Tennessee

PROJECT: **Mass Grading of 620 Clemmons Road** located in **Mt. Juliet, Tennessee**  
**for the City of Mt. Juliet, Tennessee**

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

You are hereby notified that your BID has been accepted in the amount of **\$1,453,000.00**

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

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

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

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

Sincerely,

\_\_\_\_\_  
CITY OF MT. JULIET, TENNESSEE

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NOTICE TO PROCEED**

City of Mt. Juliet  
115 Clemmons Road  
Mt. Juliet, TN 37122

Date \_\_\_\_\_

Project **Mass Grading of 620 Clemmons Road**

Mt. Juliet, Tennessee

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

CITY OF MT. JULIET, TN

By: \_\_\_\_\_  
DIRECTOR OF PUBLIC WORKS

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

ACCEPTED

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

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

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

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

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

---

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

---

Accompanying Documentation:

**CONTRACTOR'S Certification:**

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

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

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

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

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

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

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

## **APPLICATION FOR PAYMENT**

### **INSTRUCTIONS**

---

#### **A. GENERAL INFORMATION**

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

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

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

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

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

#### **C. LEGAL REVIEW**

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



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

City of Mt. Juliet  
115 Clemmons Road  
Mt. Juliet, TN 37122

Project

**Mass Grading of 620 Clemmons Road**

Mt. Juliet, Tennessee

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

**Reason for Change Order:**

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

Item No.	Description of Work	Unit	Estimate Quantity	Unit Price	Amount

TOTAL	
-------	--

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

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

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

RECOMMENDED FOR APPROVAL BY:

By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_  
ENGINEER CITY PROJECT MANAGER DEPUTY DIRECTOR OF PUBLIC WORKS

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

ACCEPTED

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

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

APPROVED:

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

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

**REQUEST FOR INFORMATION (RFI)**  
**Mass Grading of 620 Clemmons Road**

TO:	DATE: _____
	RFI No: _____
	NO. OF ATTACHMENTS: _____
FROM:	SPEC. SECTION _____
	SUBMITTAL NO.: _____
	DRAWINGS: _____

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

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

REQUEST FORWARDED TO: _____	RESPONSE FORWARDED TO: _____
BY: _____	CONTRACTOR
DATE _____	DATE: _____

**Response:**

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

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