

SPECIFICATIONS AND CONTRACT DOCUMENTS
TOWN OF BRIGHTON
2017
Brighton Town Hall Roofing Project

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TOWN OF BRIGHTON
ADVERTISEMENT FOR BIDS
FOR THE
2017

BRIGHTON TOWN HALL ROOFING PROJECT

SECTION A

The TOWN OF BRIGHTON, Tennessee will receive sealed bids for the Brighton Town Hall Roofing Project until 3p.m. on October 20, 2017, at which time they will be publicly opened and read aloud. Bids are to be addressed to the Mayor and delivered to the TOWN OF BRIGHTON, P. O. Box 277, TOWN OF BRIGHTON, TN 38011.

The work consists of the Brighton Town Hall Roofing Project for the TOWN OF BRIGHTON. Bids shall be identified on the exterior of the sealed envelope with all the information required by law, including the name of the project and the bidder's name, address and license number, expiration date and classification.

All bidders must be licensed contractors to perform the type of construction herein described and as required by Tennessee Code Annotated.

Each bidder agrees by the submission of his bid to commence work within ten (20) days of the issuance by the Town of a "Written Notice to Proceed" and to fully complete the work within thirty (30) calendar days from the date of the Notice to Proceed.

The successful bidder will be required to furnish a Performance and Payment Bond.

Contract documents and other bidding information may be obtained from the Mayor at Brighton Town Hall, 139 North Main, P.O. Box 277, Brighton, TN 38011.

TOWN OF BRIGHTON
INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS
2017
BRIGHTON TOWN HALL ROOFING PROJECT

SECTION B

1. Defined Terms:

- 1.1. The term "Town" means the Owner, the TOWN OF BRIGHTON.
- 1.2. The term "Bidder" means one who submits a Bid directly to the Town, as distinct from a sub bidder who submits a bid to a Bidder.
- 1.3. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom the Town shall make an award of the Contract.
- 1.4. The term "Bidding Documents" includes the Advertisement, these Instructions, the Bid Form, and the proposed Contract Documents.
- 1.5. The term "Engineer" means the Mayor or the Mayor's designee assigned to this project as the Contract Administrator.

2. Bidding Documents:

- 2.1. Complete sets of the Bidding Documents may be obtained from the Town Recorder's office at Town Hall.
- 2.2. Complete sets of Bidding Documents must be used in the preparations of bids. The Town assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of the Bidding Documents.
- 2.3. The Town, in making copies of the Bidding Documents available on the above terms, does so only to obtain bids on the Work, and does not confer a license or grant for any other use.

3. Qualifications of Bidders:

- 3.1. Bidders must be licensed contractors in the State of TN as required by title 62, Chapter 6 of the Tennessee Code Annotated if the bid being submitted is in excess of \$25,000.
- 3.2. Each Bidder must be prepared to submit upon request such written evidence as may be requested to demonstrate the Bidders qualifications to perform the Work.

Such evidence may include financial data, previous experience and references, present commitments, and proposed contractors and suppliers. By submitting a bid, the Bidder certifies that he has the proper license to do the work within and/or for the TOWN OF BRIGHTON, including contractors and business license.

4. Examination of the Contract Documents and Project Sites:

4.1. It is the responsibility of the Bidder to:

1. Thoroughly examine the Contract Documents,
2. Visit the site and become familiar with the existing conditions and the scope of the project work; and become familiar with the surrounding conditions that may affect the cost, progress, performance or furnishing of the work,
3. Consider all federal, state and/or local laws and regulations that may affect the cost, progress, performance or furnishing of the Work,
4. Study and carefully correlate the Bidders observations with the Contract Documents, and
5. Notify the Engineer of all conflicts, errors or discrepancies found in the Contract Documents.

4.2. The submission of a bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this section, that without exception, the bid is premised upon performance and furnishing the work required by the Contract Documents, using the products, means, methods, techniques, sequences and/or procedures contained therein, and that the Contract Documents are sufficient in scope and detail and convey understanding of all terms and conditions for performance and furnishing the Work.

5. Interpretations and Addenda:

5.1. All questions about the meaning or intent of the Contract Documents are to be directed to the Mayor's designee:

Tammy McKinney, Town Recorder,
Town of Brighton
P. O. Box 277
Brighton, TN 38011.

Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda, mailed or delivered to all parties recorded as having properly requested and received the Bidding Documents.

- 5.2. Questions received less than six days prior to the bid opening date may not be answered.
- 5.3. Only questions answered by formal addendum shall be binding. Oral or other interpretations or clarifications will be considered without legal effect.
- 5.4. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the Town.

6. Substitute or "Equal" Items:

- 6.1. The Contract Documents reflect the preference of the Town for the products, materials and methods to be used in the accomplishment of the Work. Where specific products, materials or methods are specified, it is done to establish a standard of quality, function, dimension or appearance, and is not to restrict competition. Other products, materials and methods may be used, if approved in advance by the Town.
- 6.2. The Contract, if awarded, will be on the basis of the products, materials and methods reflected in the Contract Document, or others that have been properly submitted, approved and issued to all Bidders by addenda.
- 6.3. The equality of any proposed substitution shall be determined by the Engineer, who shall be the sole judge.
- 6.4. No substitution shall be considered unless requested, in writing, and received by the Engineer at least ten days prior to the bid opening. Each such request shall contain the name of the proposed substitution and a complete description, including drawings, cuts, samples, performance and test data and an itemization of the specific differences from that specified.
- 6.5. Any and all approved substitutions shall be provided by addenda to all Bidders.

7. Subcontractors, Suppliers and Others:

- 7.1. No Contractor shall be required to employ any subcontractor or other person against whom the Contractor has a reasonable objection.
- 7.2. No Contractor shall employ a sub-contractor or other person against whom the

Town has a reasonable objection.

8. Bid Form:

- 8.1. The Bid Form is included in the Bidding Documents.
- 8.2. All blanks on the Bid Form must be completed, either in ink or typewritten.
- 8.3. Bids by corporations must be executed in the corporate name by the President or Vice-President, or other corporate officer, when proper authorization to sign is attached to the bid.
- 8.4. Bids by a partnership must be signed by all partners.
- 8.5. Bids must acknowledge the receipt of all addenda.
- 8.6. Bids submitted on uncompleted bid forms or bids, which contain conditions, can be deemed to be unresponsive and may be rejected.
- 8.7. Any unsolicited bid alternates shall be ignored.

9. Submission of Bids:

- 9.1. Bids shall be submitted at or before the time indicated in the Advertisement and at the place therein stated. Bids sent through the mail shall be enclosed in a second envelope, both of which shall have the notation "Bid Enclosed" on the exterior.
- 9.2. All bids shall be enclosed in an opaque envelope, on the exterior of which, in addition to the notation "Bid Enclosed", is noted the name of the project, the time and place of the bid opening, the Bidder's name, license number, classification and expiration date.
- 9.3. Bid security in form of a Bid Bond or certified check in the amount of 5% of the bidder's proposed bid must accompany the bid. The Bid Bond is to remain in effect until (and will be returned only after) the contract has been fully executed and secured.

10. Modifications and Withdrawal of Bid:

- 10.1. Bids may be modified or withdrawn by an appropriate document executed and delivered to the place where the bids are to be submitted at any time prior to the opening of bids.

11. Bid Opening:

11.1. All Bids will be opened and, unless obviously non-responsive or otherwise irregular, read publicly aloud. All bids are then available for inspection by the public and the other Bidders.

12. Bids to Remain Subject to Acceptance:

12.1 All bids will remain subject to acceptance for 7 days after the day of the bid opening.

13. Bonds:

13.1. The successful bidder shall execute a performance and payment bond in the amount of the contract award. The bond shall be subject to the approval of the TOWN OF BRIGHTON. A surety company licensed to do business in the State of Tennessee shall issue bonds.

14. Award of the Contract:

14.1. The Town reserves the right to reject any and all bids, to waive any and all informalities, not involving price, time or changes in the work, and to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced or conditioned bids. Also, the Town reserves the right to reject in whole or in part the bid of any Bidder if the Town when, in the Town 's sole opinion, believes that it would not be in the best interest of the project or the Town to make an award either in whole or in part to that Bidder, whether because the bid is not responsive, the Bidder is not qualified, of doubtful financial ability, has a history of poor performance and/or difficulty with previous Town work, or fails to meet any other pertinent standard or criteria established by the Town .

14.2. In evaluating bids, the Town will consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the bid form or prior to the Notice of Award.

14.3. The Town may consider the qualifications and experience of subcontractors, suppliers, and other persons and organizations proposed for certain parts or portions of the Work.

14.4. The Town may conduct such investigations as the Town deems necessary to assist in the evaluations of bids and Bidders to establish the responsibility, qualification, and financial ability of Bidders, subcontractors, suppliers and other

persons or organizations to perform the work.

14.5. The Town recognizes that award of the Contract is dependent on the availability of funding and, therefore, the Town makes no guarantees as to an award of a contract, to any Bidder. If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by the Town indicates to the Town that the award will be in the best interest of the Town.

15. Signing of the Agreement:

15.1. When the Town submits to the Successful Bidder the "Notice of Award" and Agreement for execution, it will be in the number of copies necessary, all of which shall be signed and shall constitute an original Agreement. Within five days thereafter, the Successful Bidder shall sign and deliver all copies of the Agreement to the Town, accompanied by a certificate of insurance. The Town, within three days thereafter, shall return to the Successful Bidder a fully executed copy of the agreement.

16. Notice of Award:

16.1. The Town may give the Successful Bidder a Notice of Award at any time within 20 days from the date of opening of bids. The Successful Bidder shall begin the Work no less than twenty days from the receipt of the Notice of Award or no less than ten days from the date of his receipt of the fully executed agreement, whichever is later.

17. Indemnity

17.1 The contractor will indemnify and save harmless the Town , its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Contract or a willful or negligent act or omission of the Town , its officers, agents, servants and employees.

18. Insurance

18.1 The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the

provisions of Indemnity. All insurance shall be by insurers and for policy limits acceptable to the Town and before commencement of work hereunder the Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES	LIMITS OF LIABILITY
Workmen's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability Except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability Except Automobile	\$300,000 each occurrence \$300,000 aggregate
Automobile Bodily Injury Liability	\$500,000 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$300,000 each occurrence
Excess Umbrella Liability	\$2,000,000 each occurrence

TOWN OF BRIGHTON
 SPECIFICATIONS AND PROJECT DESCRIPTION
 FOR THE
 2017
 BRIGHTON TOWN HALL ROOFING PROJECT

SECTION C

1. Scope of the Work:

The work described in these specifications consists of furnishing all labor, materials, tools, equipment and services and performing all work required to:

Description	Quantity	Comment
Brighton Town Hall		*≈4,000 sf surface shingled, ≈40 squares,
1. Remove/Tear off, haul and dispose of composition shingles- 3 tab	*40 SQ	
2. 3-tab lifetime compositions shingle roofing- including felt underlay	*40 SQ	
3. **Remove and Replace Flashing- pipe jack	LS	
4. **Remove and replace deteriorated wood as needed- Lump sum	LS	

*The quantities of work identified in the table above are estimated and may vary with actual field applications. Contractor responsible to field verify prior to bid submission.

**Contractor responsible to field verify prior to bid submission.

2. Shingle Work/Material Specifications:

2.1. All work under this contract shall conform to these contract specifications.

2.2. Preparation

Remove all existing roofing (shingles and underlayment felts). Expose only that portion of the roof deck that is able to be repaired and recovered with asphalt felt underlayment before leaving the project at the end of the work day. Remove shingles starting at ridge working downward towards eaves taking care not to damage old metal flashings that may need to be used as patterns for the fabrication of replacement flashings.

2.3. Underlay

- 2.3.1. If underlayment has been exposed overnight, moisture from dew should be allowed to completely dry before shingling over. If this does not happen, the moisture will become trapped beneath the shingles. Whenever possible the roofing contractor only tear off what he can shingle over that same day. This prevents the most common underlayment installation problems.
- 2.3.2. Fastener type-nails rather than staples. Nails provide more resistance against underlayment tear out. It is very important, whether hand nailing or using a pneumatic gun, that the fasteners be driven flush.
- 2.3.3. Installation method: when applying underlayment the key is to keep the product as wrinkle free as possible.
 - 2.3.3.1. Unroll the underlayment parallel with the eaves. The eaves edge of the underlayment should go OVER the drip edge eaves flashing, but go UNDER the drip edge flashing along the rake.
 - 2.3.3.2. Around the perimeter of the underlayment, place the nails approximately 6 inches apart and about 1 inch in from the edge. In the main area of the underlayment, two rows of nails are used. The first is placed 12" up from the bottom edge and the second is 24" from that same edge (or in fact 12" from the upper edge). This nicely separates the 36" wide underlayment sheet into thirds. Nail along these two rows 12-15" apart. Nail placement should be alternated so that one row places the nail opposite the open area of the first, creating a sort of zigzag pattern. This will result in a simple pattern with all nails being approximately 12-15" apart.
 - 2.3.3.3. Succeeding courses should be unrolled in a similar manner overlapping the previous course by 2". Be careful to roll it out straight as the underlayment will tend to slide down the pitch of the roof and end up crooked. The spacing of nails in this overlap area should be approximately 6" apart, centered in the 2" area.
 - 2.3.3.4. If the length of the roll is not sufficient to complete the entire run, an end lap of 6" is required. We recommend two rows of nails 6" apart to hold the lapped edges in place. End laps should be located 6-8' from any other end lap that may be in the preceding underlayment course.
 - 2.3.3.5. When installing underlayment where hot vent stacks protrude (from wood burning stoves etc.), it is important to

allow a minimum 2" clearance. Check fire codes

2.3.3.6. High wind/overnight directions: If planning to leave water-resistant underlayment exposed overnight, or for a longer period of time, or if high winds are expected, any of the following suggestions or a combination of them can be used for additional protection:

- Use cap nails or tin caps.
- Decrease the nailing spacing recommended above, using additional fasteners.
- Nail 2x4 stringers across lap areas.

2.3.3.7. Apply metal drip edge over underlayment at rake.

2.4 Tab Shingle Installation

2.4.1 Shingle Application-Apply shingles over properly prepared roof deck, starting at bottom of roof and working across and up. This will blend shingles from one bundle into the next and minimize any normal shade variation. Three-tab shingles are applied with a 6" offset (6-9/16" offset with metric size shingles). While a 6" offset (6-9/16" metric) is recommended, application with offsets of 4" or 5" are also acceptable. Caution must be exercised to assure that end joints are no closer than 2" from a fastener in the shingle below and that side laps are no less than 4" in succeeding courses. Refer to course applications steps for specific instructions.

2.4.2 Starter Course-

(A) Trim tabs off all starter course shingles so sealant can seal along the eave's edge.

(B) Trim 6" (6-9/16" metric) off rake end of first shingle. Extend 3/8" beyond rake and eaves, and fasten.

(C) Complete rest of starter course. Use five fasteners for each shingle, placed 2" to 3" up from the eaves edge.

First Course-

(D) Apply first course starting with a full shingle, even with the starter course. Fasten securely according to instructions. Note: Complete course with full shingles.

Second Course-

(E) Begin second course by positioning first shingle 6" (6-9/16" metric) from the end of the underlying shingle, with the butt edge aligned with the top of the cutouts in the course below.

(F) Leave 5" (5-5/8" metric) exposure, fasten securely and trim excess overhang at rake. Note: Complete course with full shingles.

Third Course through Sixth Course-

(G) Begin each subsequent course by positioning the first shingle 6" (6-9/16" metric) from the end of the underlying shingle, with the butt edge aligned with the top of the cutouts in the course below. Complete by repeating Step (F). Note: Complete each course with full shingles.

Seventh Course-

(H) Apply seventh course starting with a full shingle. Leave 5" (5-5/8" metric) exposure and fasten securely. Complete by repeating Step (F).

Note: Complete course with full shingles. For succeeding courses, repeat steps for second through seventh courses.

2.4.3 Valley Construction-A closed-cut valley is recommended and is applied as follows:

(A) Lay a 36"-wide valley liner of smooth surface roll roofing or Owens Corning WeatherLock underlayment or equivalent product. Fasten on outer edges only.

(B) Lay all shingles on one side of valley and across center line of valley a minimum of 12". Fasten a minimum of 6" away from center line on each side of valley.

(C) Strike a chalk line 2" from the center line of the unshingled side.

Apply shingles on the unshingled side up to the chalk line and trim, taking care not to cut the underlying shingles. Clip upper corners of these shingles, cement and fasten.

(D) Both woven and metal valleys are acceptable alternatives.

2.4.4 Fastening Instructions- Place fasteners 5/8" above the tab cut-out and below the sealant strip. Fastening into the sealant strip interferes with sealing and contributes to blow-offs.

(A) Use four fasteners in normal wind areas.

(B) Use six fasteners per shingle for mansard construction. Use of six fasteners per shingle is recommended in high wind areas. Note: Do not drive fasteners into or above the adhesive strip.

2.4.5 If cutting three tabs for Hip & Ridge shingles adhere to the following instructions. Cut full three-tab shingles into three 12" x 12" (13-1/4" x 13-1/8" metric) Hip & Ridge shingles. Start hips at the eave and work up to ridge. Apply ridge only after hips have been applied, beginning on end of ridge opposite prevailing wind direction. Leave 5" (5-5/8" metric) exposure per shingle for Hip & Ridge application. Bend over the ridge; fasten on each side 5-5/8" (6-1/4" metric) from exposed end, 1" up from the edge. Cover exposed nails with asphalt plastic cement.

2.5 Handling: Use extra care in handling shingles when the temperature is below 40°F. Shingles can be broken easily in cold weather or their edges damaged in hot weather.

2.6 Fastening: Nails shall be used as the method of attaching shingles to wood

decking or other nailable surface. Drive all fasteners until they are flush with the surface of the shingle. Special care must be taken when using nail guns. An improperly adjusted pneumatic gun can result in raised fasteners causing sealing failure, raised tabs, leaks or blow-off.

2.6.1 Mansard or Steep Slopes: For slopes exceeding 60 degrees or 21 inches per foot, use six fasteners and two spots of asphalt plastic cement per tab. All six fasteners must be spaced equally. Place two spots of asphalt plastic cement, 1" in diameter, under each shingle tab immediately upon installation.

3. Not Used

4. Safety

4.1 Safety precautions shall be used at all times during the progress of the work. As appropriate, workmen shall be furnished with hard hats, safety glasses, safety shoes, asbestos gloves, respirators, and any other safety apparel that will reduce the possibility of accidents. All Occupational Safety and Health Act requirements shall be observed.

5. Other

5.1 Not used

6. Method of Payment

6.1 Payment shall constitute full compensation for all labor, materials, tools, equipment and incidentals necessary to complete the work in full accordance with the specifications. Payment shall become due upon determining the Contractor's satisfactory completion of the work in accordance with the Contract Documents, the Town will make payment within thirty (30) days from the request for payment.

TOWN OF BRIGHTON
 PROPOSAL FOR THE
 2017
 BRIGHTON TOWN HALL ROOFING PROJECT

SECTION D

 Name of Bidder

In compliance with your legal Notice to Bidders for the TOWN OF BRIGHTON 2017 Paving Project, the undersigned bidder, a corporation organized and existing under the laws of the State _____, or a partnership of _____, or an individual doing business as _____, of the Town of _____, State of _____, having examined the specifications and contract forms thereto attached, and being fully advised as to the extent and character of the work to be performed, and the equipment to be furnished, hereby proposed to furnish all labor, tools, material, plant and equipment necessary for the Project.

The undersigned further proposes to perform all work and furnish all equipment in accordance with the specifications and contract stipulations thereof, within the time limit specified, for the price so stated below.

Description	Quantity	Comment
Brighton Town Hall		*≈4,000 sf surface shingled, ≈40 squares,
1. Remove/Tear off, haul and dispose of composition shingles- 3 tab	*40 SQ	
2. 3-tab 25 yr compositions shingle roofing- including felt underlay	*40 SQ	
3. **Remove and Replace Flashing-pipe jack	LS	
4. **Remove and replace deteriorated wood as needed- Lump sum	LS	

*The quantities of work identified in the table above are estimated and may vary with actual field applications. Contractor responsible to field verify prior to bid submission.

**Contractor responsible to field verify prior to bid submission.

TOTAL BID PRICE OF REPAIR WORK:

_____ DOLLARS AND _____ CENTS

BIDDER understands that the Town reserves the right to reject any or all bids and to waive any informality in bidding.

The bidder agrees that his bid shall be good and may not be withdrawn for a period of FIFTEEN (15) days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, Bidder will execute the formal contract attached within FIVE (5) days and deliver insurance coverage as required by the Instructions to Bidders.

BY: _____ Contractor's Name- Signature
_____ Contractor's Name- Printed or Typed Name
_____ Title
_____ Business Address

Seal--if bid is by a corporation.

TOWN OF BRIGHTON
CONSTRUCTION CONTRACT
2017
BRIGHTON TOWN HALL ROOFING PROJECT

SECTION E

This AGREEMENT made this _____ day of _____, 2017 by and between the TOWN OF BRIGHTON, hereinafter referred to as the "Town," and _____ hereinafter referred to as the "Contractor," witnesses that the Town and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. Work:

1.1. The work is generally described as repairing the roof and ceiling of the Brighton Center Building for which the Contractor shall furnish all labor and materials necessary to facilitate a finished product as described in the Contract documents. The Contractor shall also provide a one-year warranty on all materials and workmanship, which shall commence upon final acceptance of the work by the Town.

2. Engineer:

2.1. The Project has been initiated by the Mayor who is hereinafter referred to as the "Engineer," and who is to act as the Town's representative, assume all duties and responsibilities and have the rights and authority assigned to the Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

3. Contract Time:

3.1. The work will be substantially completed within 40 calendar days from the date when the Contract Time commences.

4. Contract Price:

4.1. Contractor's price includes all road preparation or any other items of work or costs incidental to or normally associated with the type of work in this contract.

4.2. The Town shall pay the Contractor for completion of the work in accordance with the Contract Documents in current funds, as follows:

\$ _____

5. Payment Procedures:

5.1. The Contractor shall submit Applications for payment at the completion of the work. Applications will be processed by the Engineer, and upon determining the Contractor's satisfactory completion of the work in accordance with the Contract Documents, the Town will make payment within thirty (30) days from the request for payment.

6. Contractor's Representations:

6.1. In order to induce the Town to enter into this agreement, the Contractor makes the following representations:

6.1.1. The Contractor has familiarized himself with the nature and extent of the work, the Contract Documents, site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6.1.2. The Contractor has given the Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents, and the written resolution thereof by the Engineer is acceptable by the Contractor.

7. Contract Documents:

7.1. The Contract Documents which comprise the entire agreement between the Town and the Contractor concerning the Work, consist of the following:

1. Cover Sheet,
2. Section A, Advertisement for Bids,
3. Section B, Instructions to Bidders and General Conditions,
4. Section C, Specifications and Project Description,
5. Section D, Proposal,
6. Section E, Agreement

7.2. There are no Contract Documents other than those listed in the Article 7.1. The Contract Documents may only be amended, modified or supplemented as provided for through a fully executed change order as agreed to by both parties of this Agreement.

8. Miscellaneous:

- 8.1. No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.2. The Town and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9. Other Considerations:

- 9.1. IN WITNESS WHEREOF, the Town and the Contractor have signed this AGREEMENT in duplicate. One counterpart each has been delivered to the Town and the Contractor.
- 9.2. This AGREEMENT will be effective upon its signing of each party thereto and will be binding until the acceptance by the Town of all the work therein.

TOWN OF BRIGHTON

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

(SEAL)

(SEAL)

Attest: _____

Attest: _____

Date: _____

Date: _____

Address for giving Notices:

Address for giving Notices:

TOWN OF BRIGHTON
P. O. Box 277
TOWN OF BRIGHTON, TN 38011

APPROVED AS TO FORM:

Town Attorney