



To whom it may concern:

## QUOTE

Sumner County Highway Dept. is bidding the following Westmoreland City Streets: **Hawkins Drive, Lake Road, and George Akins Road.**

### SCHD Process:

- Mill Key Joints at the end of roadways for smooth transition.
- Power Broom and Clean Roadways.
- Spray SS-1 Tack Oil at .10 per Square Yard.
- Pave Leveling Coarse with E-Mix Surface at ¾" and compact with smooth drum roller.
- Spray SS-1 Tack Oil at .10 per Square Yard.
- Install 1-1/2" Overlay Paving with E-Mix Surface and compact with smooth drum roller.
- Clipping Shoulders will be done by **City of Westmoreland**
- If City wants Stripes it will be an extra cost at cost plus 10 percent.

27,965 Total Square Yards

3400 Tons Bid (Will be a charge of \$112.00 per ton for Over run)

Price: \$424,000.00

(Rev. 05-16-16)  
(Rev. 04-01-19)  
(Rev. 11-08-19)  
(Rev. 3-2-23)

January 1, 2021

**SPECIAL PROVISION**

**REGARDING**

**PAYMENT ADJUSTMENT FOR BITUMINOUS MATERIAL**

This Special Provision covers the method of payment adjustment for bituminous materials.

**100% Virgin Bituminous Material**

A payment adjustment will be made to compensate for increases and decreases of 5% or more in the contractor's bituminous material cost. The normal bid items in the contract covering the bituminous material shall not be changed. Payment adjustments (+/-) shall be paid under "Payment Adjustment for Bituminous Material" and calculated as described herein:

A "Basic Bituminous Material Index" will be established by the Tennessee Department of Transportation prior to the time the bids are opened. This "Basic Bituminous Material Index" is the average of the current quotations on P.G. 64-22 from suppliers furnishing asphalt cement to contractors in the State of Tennessee. These quotations are the cost per ton f.o.b. supplier's terminal.

The "Basic Bituminous Material Index" for this project is \$ 625 per ton.

The "Monthly Bituminous Material Index" is also established on the first day of each month by the same method. A payment adjustment shall be made provided the "Monthly Bituminous Material Index" varies 5% or more (+/-) from the "Basic Bituminous Material Index".

Where the price index varies 5% or more (+/-), the payment adjustment will be made as follows:

$$PA = [Ic - Ib] \times T$$

Where:

- PA = Price Adjustment for Adjustment Month
- Ib = Basic Bituminous Material Index
- Ic = Monthly Bituminous Material Index
- T = Tons bituminous material for Adjustment Month

Payment adjustment will be applied to all asphalt cement, asphalt emulsion, or bituminous material used for paving on this project.

Upon the expiration of the allocated working time, as set forth in the original contract or as extended by Change Order, payment adjustments for bituminous material will continue to be made when the "Monthly Bituminous Material Index" varies 5% or more (+/-) from the "Basic Bituminous Material Index".

The calculation of the bituminous payment adjustment shall be made using the "Monthly Bituminous Material Index" or the "Bituminous Material Index for Contract Completion Date" in accordance with the following formulas:

The "Bituminous Material Index for Contract Completion Date" is the Monthly Bituminous Material Index in effect on the allocated Contract Completion Date or on the completion date as extended by Change Order.

The "Monthly Bituminous Material Index" is less than the "Bituminous Material Index for Contract Completion Date".

$$PA = [Ic - Ib] \times T$$

The "Monthly Bituminous Material Index" is greater than the "Bituminous Material Index for Contract Completion Date".

$$PA = [Icd - Ib] \times T$$

Where:

- PA = Price Adjustment for Adjustment Month
- Ib = Basic Bituminous Material Index
- Ic = Monthly Bituminous Material Index
- Icd = Bituminous Material Index for Contract Completion Date (or as extended by Change Order)
- T = Tons

**FOR REFERENCE ONLY**

SiteManager or spreadsheet calculates the price adjustment based on the actual amount of asphalt cement (residue) in the emulsion using the following percentages:

- tack coats and shoulder sealants (e.g., SS-1, SS-1h, CSS-1, Css-1h) 63% residue
- prime coats (e.g., AE-P) 54% residue
- scrub seals and microsurfacing (e.g., CQS-1HP) 65% residue
- chip seals (e.g., CRS-2, CRS-2P) 69% residue
- hot in-place recycle (ARA-3P) 63% residue

**Mixes Containing Recycled Bituminous Material**

The quantity of virgin asphalt cement in tons subject to payment adjustment in recycled mixes shall be the product of the total tons of each mix multiplied by the difference between (1) the percent of asphalt cement specified for bidding purposes and (2) the percent of asphalt cement obtained from the recycled asphaltic material (RAP) used in each mix. No payment adjustment under this special provision for increases and decreases in the contractor's cost for virgin asphalt cement in recycled mixes will be allowed for asphalt cement content in excess of the percent specified for bidding purposes, as all payment adjustments for asphalt cement in the mix design of recycled mixes in excess of the percent of asphalt cement specified for bidding purposes will be made in accordance with the Standard Specifications.

No payment adjustment for bituminous material containing RAP shall be made unless the "Monthly Bituminous Material Index" varies 5% or more (+/-) from the "Basic Bituminous Material Index" indicated in this Special Provision.

Where the price index varies 5% or more (+/-), the payment adjustment will be made as follows:

$$PA = \frac{[Ic - Ib] \times [BA - RA] \times Tm}{100}$$

- PA = Price Adjustment for Adjustment Month
- Ib = Basic Bituminous Material Index
- Ic = Monthly Bituminous Material Index
- BA = Percent asphalt specified for bidding purposes
- RA = Percent asphalt obtained from recycled asphaltic material used in each mix
- Tm = Tons asphalt mix for adjustment month

Upon the expiration of the allocated working time, as set forth in the original contract or as extended by Change Order, payment adjustments for bituminous material containing RAP will continue to be made when the "Monthly Bituminous Material Index" varies 5% or more (+/-) from the "Basic Bituminous Material Index".

The calculation of the bituminous payment adjustment shall be made using the "Monthly Bituminous Material Index" or the "Bituminous Material Index for Contract Completion Date" in accordance with the following formulas:

The "Bituminous Material Index for Contract Completion Date" is the Monthly Bituminous Material Index in effect on the allocated Contract Completion Date or on the completion date as extended by Change Order.

The “Monthly Bituminous Material Index” is **less** than the “Bituminous Material Index for Contract Completion Date”.

$$PA = [Ic - Ib] \times \frac{[BA - RA]}{100} \times Tm$$

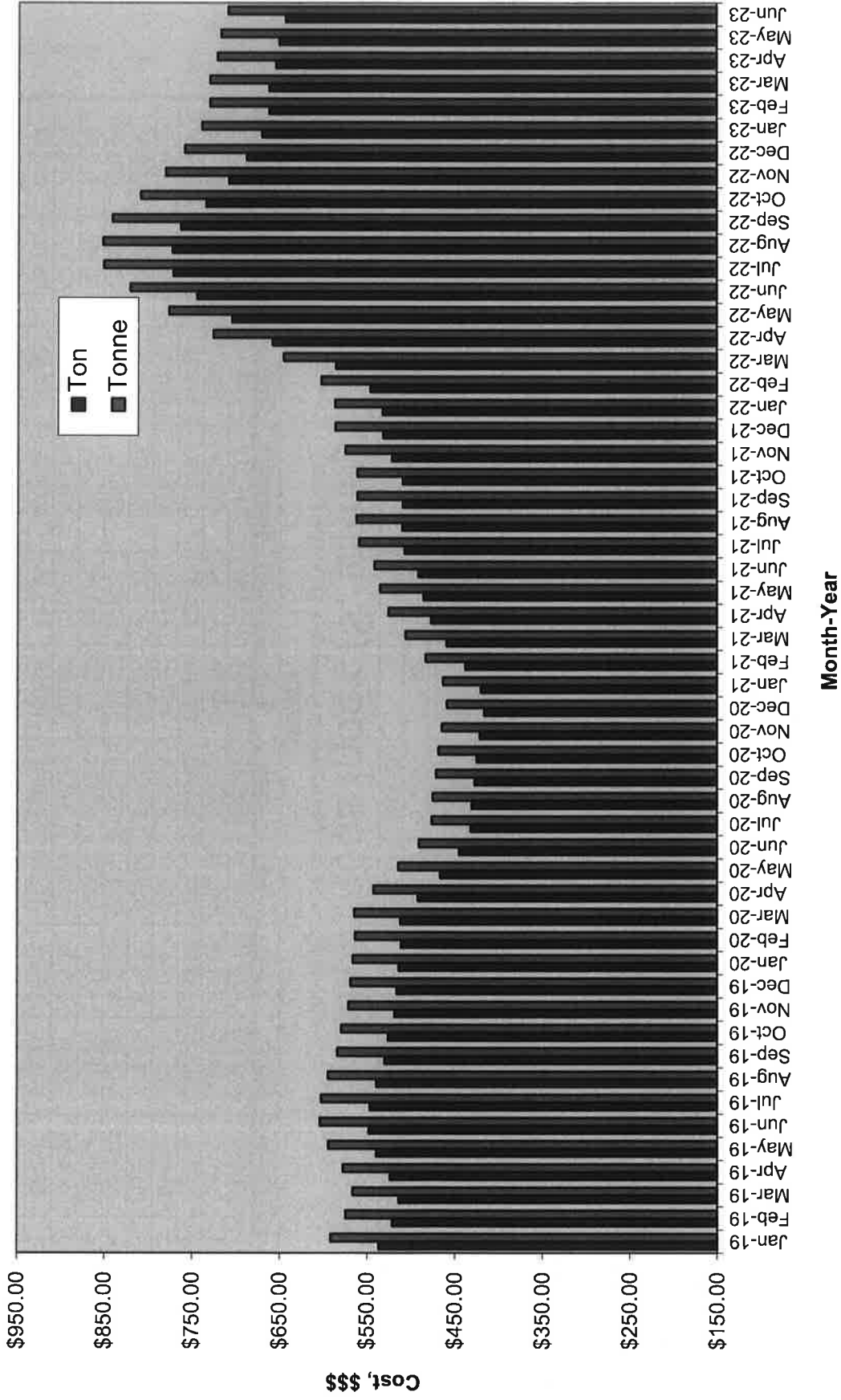
The “Monthly Bituminous Material Index” is **greater** than the “Bituminous Material Index for Contract Completion Date”.

$$PA = [Icd - Ib] \times \frac{[BA - RA]}{100} \times Tm$$

Where:

- PA = Price Adjustment for Adjustment Month
- Ib = Basic Bituminous Material Index
- Ic = Monthly Bituminous Material Index
- Icd = Bituminous Material Index for Contract Completion Date (or as extended by Change Order)
- BA = Percent asphalt specified for bidding purposes
- RA = Percent asphalt obtained from recycled asphaltic material used in each mix
- Tm = Tons asphalt mix for adjustment month

# Bituminous Materials Index



STATE OF TENNESSEE  
Sumner County



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

**Board of County Commissioners  
RESOLUTION**

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

**TITLE: A RESOLUTION ALLOWING SUMNER COUNTY, TENNESSEE AND WESTMORELAND, TENNESSEE TO ENTER INTO AN INTERLOCAL AGREEMENT FOR WESTMORELAND, TENNESSEE CITY STREET IMPROVEMENTS**

**WHEREAS**, Westmoreland, Tennessee is located in Sumner County, Tennessee.

**WHEREAS**, Sections 12-9-101 through 12-9-109, *Tennessee Code Annotated*, authorizes public agencies of the State to enter into inter-local agreements; and

**WHEREAS**, the parties hereto avail themselves of the authority conferred by these laws; and

**WHEREAS**, the CITY intends to perform roadway improvements for City of Westmoreland, namely HAWKINS DRIVE, LAKE ROAD, and GEORGE AKINS ROAD, hereinafter referred to as "PROJECT", being located wholly within the CITY, has been approved by the COUNTY; and

**WHEREAS**, the CITY is requesting assistance to commence roadway improvements for the PROJECT; and

**THEREFORE BE IT RESOLVED**, This Interlocal Agreement made and entered into by and between the City of Westmoreland, a municipal corporation of the State of Tennessee, hereinafter referred to as the "CITY" and Sumner County, Tennessee, is a political subdivision of the State of Tennessee, hereinafter referred to as the "COUNTY." as set forth below:

**SECTION I: SCOPE OF PROJECT**

This Interlocal Agreement applies to improvements to existing roads within the City of Westmoreland. The improvements will include roadway rehabilitation such as paving of roadways, removal, and replacement of failed pavement, or resurfacing of paved roads. The project includes, but is not limited to asphalt milling, grading, pulverizing and asphalt replacement of the following streets: HAWKINS DRIVE, LAKE ROAD, and GEORGE AKINS ROAD. The

Project is more specifically described in **Exhibit** titled "Quote" which is attached hereto and by this reference incorporated herein.

**SECTION II: PROJECT COSTS**

The COUNTY agrees to assess costs associated with the PROJECT as outlined in "Quote" and as outlined below:

1. The total cost for this Agreement is **estimated** to be \$424,000.00.

**SECTION III: GENERAL**

1. If required, preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.
2. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Agreement for such maintenance.
3. It is understood and agreed that the purpose of this Interlocal Agreement is to assist in the PROJECT as herein above set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the PROJECT. The CITY will be responsible for the actions or inactions of its Officers and Employees. The COUNTY disavows any responsibility for the actions or inactions of the CITY, its Officers, Employees, or agents.
4. This writing is intended to incorporate the entire Agreement of the parties relating to the subject matter hereof. There are no prior or contemporaneous agreements, written or oral, which relate to the subject matter hereof, or which modify any of the terms of this writing. This writing supersedes all prior negotiations or agreements. This Interlocal Agreement may not be amended, modified or changed in any respect except in writing signed by both parties and approved by the respective governing bodies of both parties.
5. The parties agree that this is not an exclusive service Agreement. COUNTY may provide similar services to other entities; provided that COUNTY must at all times fulfill the obligations and duties and meet the standards established in this Interlocal Agreement.

**BE IT FURTHER RESOLVED** that this resolution shall become effective on the \_\_\_\_ day of \_\_\_\_\_, 2023.

**IN WITNESS WHEREOF**, this Interlocal Contract is effective as of the date first set forth above.

Date of City Action:

25 day of May 2023

Attest: Keshia Smith

\_\_\_\_\_, City Clerk

City of Westmoreland, Tennessee

BY: David Leath



CERTIFICATE OF ACTION

\_\_\_\_\_  
COUNTY MAYOR

\_\_\_\_\_  
COUNTY CLERK

\_\_\_\_\_  
DATE

Ayes: \_\_\_\_ Nays: \_\_\_\_ Abs: \_\_\_\_

APPROVED:

REJECTED: