



**THOMPSON  
& LITTON** EST. 1954  
ENGINEERS ARCHITECTS

August 5, 2024

Ms. Alys Dobbins, E.I.  
Civil Engineer  
Utilities Department  
City of Kingsport  
1113 Konnarock Road  
Kingsport, Tennessee 37664

Re: Water and Sewer Warehouse Renovations  
T&L Project No. 17028

Dear Ms. Dobbins:

Bids for the above referenced project were received until 4:00 P.M. on August 1, 2024, and opened publicly.

Thompson & Litton has reviewed the bids to formulate an opinion of the contractors' responsiveness with respect to the scope of work advertised. The following bids were received:

<b>CONTRACTOR</b>	<b>TOTAL BID (Phase I, Phase II, &amp; Alternate)</b>	<b>DIFFERENCE</b>
Construction Partners, LLC	\$711,865.00*	N/A
Preston Construction Company	\$853,000.00**	+\$141,135.00
Skilled Services, LLC	\$973,150.00***	+\$261,285.00

\* Phase I - \$464,280.00; Phase II - \$200,450.00; Alternate 1 - \$47,135.00

\*\* Phase I - \$561,000.00; Phase II - \$249,000.00; Alternate 1 - \$43,000.00

\*\*\* Phase I - \$560,500.00; Phase II - \$359,700.00; Alternate 1 - \$52,950.00

Upon conducting a review and evaluation of the bids, it appears that the bids were responsive and consistent in all material aspects with the terms of the invitation.

Construction Partners, LLC submitted the lowest bid in the amount of \$711,865.00. Based on past experience with Construction Partners, LLC, it is our opinion that they are responsible and have the necessary construction capability to satisfactorily construct this project within the respective contract time frame. We have spoken with the Project Manager for Construction Partners, LLC, and have reviewed their bid. They are comfortable with the proposal submitted for this project.



City of Kingsport  
Bid Evaluation – Water and Sewer Warehouse Renovations  
August 5, 2024  
Page 2

Thompson & Litton recommends that the City of Kingsport consult with its financial advisor and legal counsel for their respective input and recommendations regarding these bids, as well as any other criteria that they may feel are appropriate in making a final determination of award.

A copy of the Bid Opening Attendance Record, Bids Received Form, and the bid package of the lowest Bidder are enclosed for your review.

Please contact us if you need further information or have questions regarding our evaluation.

Sincerely,

A handwritten signature in red ink, appearing to read "B. C. Alderson".

Brian C. Alderson, AIA, NCARB, LEED AP  
Senior Architect

Enclosures: Bid Opening Attendance Record  
Bids Received Form  
Bid Package: Construction Partners, LLC



THOMPSON  
& LITTON

**BID OPENING  
ATTENDANCE RECORD**

**THURSDAY, AUGUST 1, 2024; 4:00 P.M.**

**Kingsport Water Sewer Warehouse Renovations  
For**

**City of Kingsport, Tennessee  
T&L Project No. 17028**

NAME	COMPANY	WORK NUMBER	MOBILE NUMBER	EMAIL ADDRESS
Nikisha Eichmann	City of Kingsport	423-229-9314		Nikisha.Eichmann@kingsporttn.gov
Olivia Nickens	City of Kingsport	423-229-9419		OliviaNickens@KingsportTN.gov
Alys Dobbins	City of Kingsport	423-343-9845		alysdobbins@kingsporttn.gov
TREVOR MITCHELL	SKILLED SERVICES	966-228-4016		TREVIDR@SKSERVICESLLC.COM
TRAVIS BROOKS	CONSTRUCTION PARTNERS	423-767-1560		TRAVIS@CONSTPARTNERSLLC.COM
Christy Bolton	Preston Construction	423-926-0172		christy@prestonconstruction.com
BRIAN ALLEN	THOMPSON & LITTON	423-928-1175	423-571-2023	BALLEN@T-L.COM

# BIDS RECEIVED FORM



**PROJECT:** Water and Sewer Warehouse Renovations  
**T&L PROJECT NO.:** 17028  
**OWNER:** City of Kingsport, Tennessee  
**BIDS OPENED:** Thursday, August 1, 2024; 4:00 P.M.

CONTRACTORS	TN LICENSE NO./EXPIRATION	BID SECURITY (Y/N)	ADDENDA NOS. 001 003 ACKNOWLEDGED (Y/N)	PHASE I BID	ADD ALTERNATE BID - PHASE II	ADD ALTERNATE BID ITEM NO. 1
Construction Partners, LLC	63246 (01/31/2026)	Y	Y	\$464,280.00	\$200,450.00	\$47,135.00
Electrical - K&K Electric	58585 (07/31/2026)					
Plumbing - Allied Piping	20029 (05-31-2025)					
HVAC - Custom Heating & Air	65940 (07/31/2024)					
Skilled Services, LLC	34266 (11/30/2024)	Y	Y	\$560,500.00	\$359,700.00	\$526,950.00
Electrical - Skilled Services, LLC	34266 (11/30/2024)					
Plumbing - Skilled Services, LLC	34266 (11/30/2024)					
HVAC - Skilled Services, LLC	34266 (11/30/2024)					
Preston Construction Company	11606 (04/30/2026)	Y	Y	\$561,000.00	\$249,000.00	\$43,000.00
Electrical - Kingsport Armature & Electric	4915 (10/31/2025)					
Plumbing - Gene Cox Mechanical Contractor	19926 (03/31/2026)					
HVAC - Air Movers	35559 (01/31/2025)					
Masonry - Preston Construction Company	11606 (04/30/2026)					

**BID OPENING MINUTES**

August 1, 2024

4:00 P.M.

Nikisha Eichmann, Assistant Procurement Manager; Olivia Nickens, Procurement Specialist; Alys Dobbins, Utility Engineer;  
Brian Alderson, Thompson & Litton

The Bid Opening was held in the Conference Room 436, 4th Floor, City Hall.

The Procurement Manager opened with the following bids:

KINGSPORT WATER SEWER WAREHOUSE RENOVATIONS			
Vendor:	Phase 1:	Phase 2:	Alternate 1:
Preston Construction Co.	\$561,000.00	\$249,000.00	\$43,000.00
Construction Partners, LLC	\$464,280.00	\$200,450.00	\$47,135.00
Skilled Services, LLC	\$560,500.00	\$359,700.00	\$52,950.00

The submitted bids will be evaluated and a recommendation made at a later date.

# BID ENVELOPE COVER

THIS FORM IS TO BE FIRMLY ATTACHED TO THE OUTSIDE OF THE ENVELOPE CONTAINING THE BID

## PART 1

ALL BIDDERS MUST COMPLETE THIS SECTION

Project Name: CITY OF KINGSPORT WATER SERVICES

Project Opening Date & Time: 8-1-24 @ 4:00PM

Contractor's Licensed Name: CONSTRUCTION PARTNERS, LLC

Contractor's Address: 703 Princeton Rd Johnson City, TN 37601

Contractor's License Number: 63246

Contractor's License Expiration Date: 1-31-26

Contractor's License Classification: BC-B

## PART 2 - SUBCONTRACTORS

ALL BIDDERS MUST COMPLETE THIS SECTION. IF SUBCONTRACTOR'S BID AMOUNT IS \$25,000 OR MORE FOR (1) ELECTRICAL, (2) PLUMBING, (3) HEATING, VENTILATION, AIR CONDITIONING, (4) GEOTHERMAL, (5) ROOFING OR \$100,000 OR MORE FOR (6) MASONRY. IF THAT PORTION OF THE BID IS LESS THAN \$25,000 FOR ELECTRICAL, PLUMBING, HVAC, GEOTHERMAL, OR ROOFING ENTER "NONE" OR N/A IN THE NAME SPACE FOR THOSE CATEGORIES BELOW. IF THAT PORTION OF THE BID IS LESS THAN \$100,000 FOR MASONRY ENTER "NONE" OR N/A IN THE NAME SPACE FOR THAT CATEGORY BELOW.

### 1) Electrical

Name: K & K Electric

License Number: 58585

License Expiration Date: 7-31-26

Classification: CE

### 4) Geothermal

Name: None

License Number: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

Classification: \_\_\_\_\_

### 2) Plumbing

Name: Allied Piping

License Number: 20029

License Expiration Date: 5-31-25

Classification: MU-A/B

### 5) Roofing

Name: None

License Number: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

Classification: \_\_\_\_\_

### 3) HVAC

Name: Custom Heating & Air

License Number: 65940

License Expiration Date: 7-31-24

Classification: CMC-C

### 6) Masonry

Name: None

License Number: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

Classification: \_\_\_\_\_



**THOMPSON  
& LITTON**

**BID FORM**

**PROJECT IDENTIFICATION:**

**Water and Sewer Warehouse Renovations for  
City of Kingsport Water Services, Phase I and II**

**CONTRACT IDENTIFICATION NO:**

**T&L Project No. 17028**

**THIS BID IS SUBMITTED TO:**

**City of Kingsport  
225 West Center Street  
Kingsport, Tennessee 37660**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid Opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within the timeframe presented in the Instructions to Bidders.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
  - (A) Bidder has examined copies of all Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Number	Date
1	7-23-24
2	7-30-24
3	7-30-24

- (B) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- (C) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as Bidder considers

necessary for the performance or furnishing of the Work at the Contract time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 3.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Bidder for such purposes.

- (D) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing utilities at or contiguous to the site and assumes responsibility for the accurate location of said utilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said utilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 3.2 of the General Conditions.
- (E) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- (F) Bidder has given Architect written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Architect is acceptable to Bidder.
- (G) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- (H) 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 the Tennessee Code §12-12-106.

4. Bidder will complete the Work for the following price:

**PHASE I – LUMP SUM PRICE INCLUDING ALLOWANCES AS INDICATED IN SPECIFICATION SECTION 01 2100 – ALLOWANCES, AND IN ACCORDANCE WITH DRAWINGS AND SPECIFICATIONS.**

FOUR HUNDRED SIXTY FOUR THOUSAND TWO HUNDRED EIGHTY

Dollars (\$464,280.00 )



**ALTERNATE BID ITEMS**

PHASE II - LUMP SUM PRICE INCLUDING ALLOWANCES AS INDICATED IN SPECIFICATION SECTION 01 2100 - ALLOWANCES, AND IN ACCORDANCE WITH DRAWINGS AND SPECIFICATIONS.

TWO HUNDRED THOUSAND FOUR HUNDRED FIFTY

Dollars (\$ 200,450.00 )

**Alternate No. 1**

LUMP SUM PRICE TO PROVIDE SPRAY-IN INSULATION AND INTUMESCENT PAINT AS IDENTIFIED ON THE DRAWINGS.

FORTY SEVEN THOUSAND ONE HUNDRED THIRTY FIVE

Dollars (\$ 47,135.00 )

**NOTE:** The Contract, if awarded, will be based on the Total Base Bid without regard to Alternates.

5. Bidder agrees that work will begin within four (4) weeks from when the general contractor is provided with the Notice to Proceed and be substantially completed by April 30, 2025 with Final Completion of the Phase I work achieved within thirty (30) consecutive calendar days after Substantial Completion.

Phase II work will begin within sixty (60) days of the Phase I construction being completed, if funds are available. The Owner will approve moving forward with the Phase II work within sixty (60) days of the bid if the amount is acceptable.

6. The following documents are attached to and made a condition of this Bid:

- (A) Required Bid Security in the form of Bid Bond.
- (B) Required Contractor's Qualification Statement with supporting data.
- (C) Certification of Bidder Regarding Debarment.
- (D) Workers' Compensation Certificate of Coverage.
- (E) Drug-Free Workplace Affidavit.

7. Communications concerning this Bid shall be addressed to the address of Bidder indicated

below.

The following address: 703 Princeton Rd Johnson City, TN 37601

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract Included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on August 1, 2024.

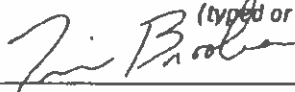
BIDDER hereby submits this Bid as set forth above:

Bidder:

Construction Partners, LLC

*(typed or printed name of organization)*

By:



*(authorized signature)*

Name:

Travis Brooks

*(typed or printed)*

Title:

President

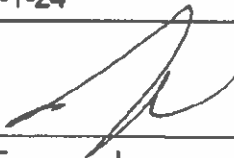
*(typed or printed)*

Date:

8-1-24

*(typed or printed)*

Attest:



*(Individual's signature)*

Name:

JASON HAMM

*(typed or printed)*

Title:

OPERATIONS MANAGER

*(typed or printed)*

Date:

8/1/24

*(typed or printed)*

Address for giving notices:

703 Princeton Rd Johnson City, TN 37601

Bidder's Contact:

00 4100/4

Name: Travis Brooks  
*(typed or printed)*

Title: President  
*(typed or printed)*

Phone: 423-268-2035

Email: travis@constpartnersllc.com

Address: 703 Princeton Rd Johnson City, TN 37601

Bidder's Contractor License No.: (if applicable) 63246

# Westfield Insurance Company

Westfield Group • 1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Construction Partners, LLC  
703 Princeton Road  
Johnson City, TN 37601

**SURETY:**

(Name, legal status and principal place of business)

Westfield Insurance Company  
1 Park Circle, PO Box 5001  
Westfield Center, OH 44251-5001

**OWNER:**

(Name, legal status and address)

City of Kingsport  
415 Broad Street  
Kingsport, TN 37660

**BOND AMOUNT:** 5% Five Percent of Amount Bid

**PROJECT:**

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

Kingsport Water Sewer Warehouse Renovations

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

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

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

Signed and sealed this 1st day of August, 2024.

\_\_\_\_\_  
(Witness)

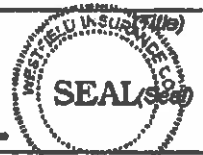
Construction Partners, LLC  
(Principal) \_\_\_\_\_ (Seal)

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

Christie Sulmasy  
(Witness)

Westfield Insurance Company  
(Surety) \_\_\_\_\_

By: \_\_\_\_\_  
Aaron Jensen, Attorney-in-Fact \_\_\_\_\_ (Title)



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BD5084 OFWWN (10/2010)

# WORKERS' COMPENSATION

## Certificate of Coverage

This Contract requires construction contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on this project.

Evidence of coverage must be provided prior to commencement of Work.


This form must be completed and returned to the organization contracting the Work.

The undersigned organization stipulates that it:

- A. has workers' compensation insurance and is in compliance with the Tennessee Workers' Compensation Act.  Yes  No  
Insurance Company Frankenmuth Insurance  
Policy expiration date 11/1/2024
- B. is self-insured for workers' compensation.  Yes

Title of Construction Contract: Kingsport Water Sewer Warehouse Renovations

Contract Number: T & L Project #17028

Signed by:   
Title: Aaron Jensen, Producer  
Firm Name: Shafer Insurance Agency  
Address: 1319 Sunset Drive, Suite 100  
Johnson City, TN 37604

**BUY AMERICA CERTIFICATION**

**Instructions:**  
Bidders to complete the Buy America Certification listed below. Bidders shall certify EITHER COMPLIANCE OR NON COMPLIANCE with both. The Certification MUST BE submitted with the Bidder's bid response.

**Certification requirement for procurement of steel, iron, or manufactured products.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661 and any amendments thereto.

Signature [Handwritten Signature]  
Company Name CONSTRUCTION PARTNERS, LLC  
Title PRESIDENT  
Date 8/1/24

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5 but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature \_\_\_\_\_  
Company Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**Special Note:** Manufacturers that do not meet the Buy America requirements shall be notified by the Bidder's bid response.

**DRUG-FREE WORKPLACE AFFIDAVIT  
OF PRIME BIDDER**

The undersigned principal officer of Construction Partners, LLC an employer of five (5) or more employees contracting with City of Knoxville to provide construction services, states under oath as follows:

1. The undersigned is a principal officer of Construction Partners, LLC (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
  
2. The Company submits this Affidavit pursuant to TCA §50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the Tennessee Code Annotated.
  
3. The company is in compliance with TCA §50-9-113.

Principal Officer Name Travis Brooks  
Principal Officer Signature [Signature]

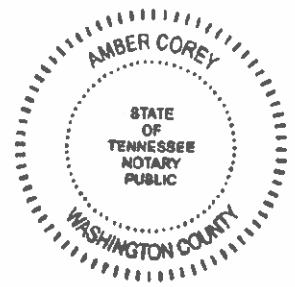
STATE OF TN  
COUNTY OF WASHINGTON

Before me personally appeared Travis Brooks with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who I acknowledge that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal this 15<sup>th</sup> day of August, 2024.

Notary Public [Signature]

My commission expires:  
12/20/27



COMPLIANCE AFFIDAVIT(S) (TOTAL OF 3 PAGES)

THIS COMPLIANCE AFFIDAVIT MUST BE SIGNED, NOTARIZED AND INCLUDED WITH ALL BIDS – FAILURE TO INCLUDE THIS FORM WITH THE BID SUBMITTED SHALL DISQUALIFY THE BID FROM BEING CONSIDERED.

VENDOR: Construction Partners, LLC

CONFLICT OF INTEREST:

1. No Board Member or officer of the City of Kingsport or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the City of Kingsport has a direct interest in the award of the vendor providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
3. The grantee's or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
4. By submission of this form, the vendor is certifying that no conflicts of interest exist.
5. Do you or any officers/owners/part-owners/stake-holders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren or any to whom you are related by blood or marriage) that are currently employed by the City of Kingsport, Tennessee, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or the Kingsport Board of Education?  
 Yes  No

If you answered yes please state the name and relationship of the employee or member of the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education member

\_\_\_\_\_

6. Are you or any officers/owners/part-owners/stake-holders/employees of this company also employees of the City of Kingsport, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education?  Yes  No

If you answered yes please state the name of the employee or board member

\_\_\_\_\_

DRUG FREE WORKPLACE REQUIREMENTS:

7. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

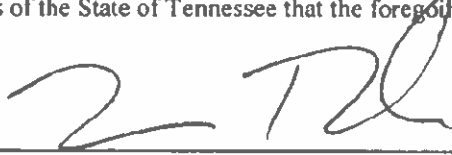
ELIGIBILITY:

8. The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.



The undersigned hereby acknowledges and verifies that the response submitted to this solicitation is in full compliance with the applicable laws/listed requirements. The undersigned also declares under penalty of perjury under the laws of the State of Tennessee that the foregoing is true and correct.

SIGNED  
BY: \_\_\_\_\_



PRINTED NAME: \_\_\_\_\_

TRAVIS ROOKER


TITLE: \_\_\_\_\_

Partner

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: \_\_\_\_\_

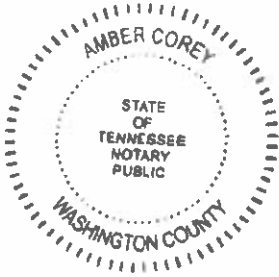
1st, August 2024

BY (NOTARY PUBLIC): \_\_\_\_\_



MY COMMISSION EXPIRES ON: \_\_\_\_\_

12/20/27



## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Construction Partners, LLC  
Organization Name

Tavis Priddy  
Name of Authorized Representative

[Signature]  
Signature

8/1/24  
Date

CERTIFICATION OF BIDDER REGARDING DEBARMENT

This is to certify that this person/firm/corporation has not been barred from bidding on contracts by any agency of the State of Tennessee, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of the State of Tennessee.

TRAVIS BROOKS

Name of Official

PRESIDENT

Title

CONSTRUCTION PARTNERS, LLC

Firm or Corporation

8/1/24

Date