HARRISON
A CRH COMPANY

APAC-Atlantic, Inc., dba Harrison Construction

COVER SHEET

Date: June 25,2026

To: Town of Louisville
Attn: Roger Byrd
Louisville Town Hall
3623 Louisville Road
Louisville, Tn. 37777

Re: Bids for2027 Road Improvement Project
Shoving at Rankin Ferry Road and Louisville Boat Dock Road
Louisville Tn.

License Information:
License #59289
Exp Date: 3-31-2027
Limits: unlimited
Classifications: HRA; MU

" BID ENCLOSED" for Bids for Road Improvement Project Shoving at Rankin Ferry Road and Louisville Boat Dock Road Louisville Tn.

Do not open until Thursday June 25, 2026 @ 4:30 p.m EST.

Copy

TOWN OF LOUISVILLE, TN
PROPOSAL FOR ROAD IMPROVEMENT PROJECTS

SECTION D

Apex Atlantic Inc.
Name of Bidder

In compliance with your legal Notice to Bidders for the Town of Louisville, TN 2018 Road Improvement Projects, the undersigned bidder, a corporation organized and existing under the laws of the State of TN, or a partnership of ______________________, or an individual doing business as ______________________, of the Town of Knoxville State of TN, 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 on Attachment D-1.

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The bidder agrees that his bid shall be good and may not be withdrawn for a period of FIFTEEN (15) days after the scheduled closing time for receiving bids.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: Apex Atlantic I.C
Contractor's Name

[signature] P.M.
Signature &Tite

Brian D. Smith
Printed or Typed Name

1431 Centerpointe Blvd Ste 100
Business Address Knoxville TN 37932

Seal--if bid is by a corporation.

A CRH COMPANY

APAC-Atlantic, Inc., dba Harrison Construction

PROPOSAL

Return Proposal to:
1431 Centerpoint Blvd, Suite 100, Knoxville, TN 37932
Phone: 865-983-3100

To: Town of Louisville
Attn: Roger Byrd
Louisville Town Hall
3623 Louisville Road
Louisville Tn 37777

Re: 2027 Road Improvement Project
Shoving Rankin Ferry Road/Louisville Boat Dock Road
Louisville Tn.

Field Measured Project

Date: June 25,2026

After Grading has been completed by others, APAC-Atlantic, Inc., dba Harrison Construction ("Seller") offers to furnish the equipment, labor, materials, and/or services described below to Town of Louisville ("Buyer") in connection with construction of improvements at the following project: Shoving Rankin Ferry Road("Project").

- Saw cut and remove existing asphalt and subbase to allow for 6" stone base and 8" thick concrete paving.
- Place and compact stone subbase.
- Place and finish 130' x 12' new concrete paving at intersection of Rankin Ferry Loop Rd. and Louisville Boatdock Rd.6" Base stone and 8" concrete
- Concrete will be 8" of 5000 psi fiber reinforced concrete.
- Finish to be broom finish.
- Roadway striping.
- Road closure.
- All labor, materials, equipment, and taxes are included.

The following is not included in our proposal:

- Excavation of embedded rock or unsuitable soils.
- Permits.

For a lump sum price of: $\underline{\$91,391.00}$

NOTES:

Exclusions: Prime Coat, Bonds, Proof Rolling, Excavation; saw-cutting or misc. patching; traffic control and flagging; cost of project-specific drug testing; engineering services, surveying or layout; erosion control; testing or permitting; soil testing; sodding, irrigation, & landscaping.

- Damage to pavement resulting from construction activities shall be repaired at the owners/contractor's expense.
- Use of these surfaces for construction activities shall be done at the contractor's convenience and risk.
- Subgrade to be +/- 0.1' prior to our scope of work starting.
- Drainage cannot be guaranteed at established grades of 1% or less.
- TDOT Weather Limitations Section 407.09 apply.
- APAC's price is conditional on quantities & portions of the work that APAC plans to perform per site plans Additional cost will arise if work is done out of sequence.
- Above price to be adjusted in accordance with TDOT's Special Provisions SP109B regarding price adjustments for Bituminous Material (liquid Asphalt Cement) based on April 2026 Index
- **One** mobilization included.
- **Estimate is good for 30 days**

PRICING IS BASED ON THE QUANTITIES SPECIFIED ABOVE AND IS SUBJECT TO ESCALATION OR IF THE ACTUAL QUANTITIES VARY FROM THE ESTIMATED QUANTITIES BY MORE THAN FIVE (5%) PERCENT. Prices for products containing cement, liquid asphalt, and/or steel are subject to equitable adjustment to account for any change in the prices of those materials if there is no applicable index. Unless the words "Lump Sum" appear next to an item of work, the quantities referred to above are estimates only and payment shall be made at the stated unit prices for actual quantities of materials supplied and/or work performed by Seller. This Quotation expires thirty (30) days from its issuance unless accepted in writing by the Buyer.

The person signing below represents that he/she is authorized to enter into this Contract on behalf of the Buyer and has received the Seller's Standard Terms & Conditions, which are incorporated by reference herein. This Contract and the Standard Terms & Conditions are accepted by the following:

BUYER

By: ____________________

Printed Name: ____________________

Its: ____________________

Date: ____________________

SELLER:

By: ____________________

Brian D. Smith Estimator (865)755-9011

Date: 6-25-2026

STANDARD TERMS & CONDITIONS

Applicability. These terms and conditions are incorporated into Seller's Quotation & Contract (collectively, **"Contract"**). With the exception of the Terms & Conditions contained in any Application for Business Credit, the Contract comprises the entire agreement between the parties, and supersedes all prior or contemporaneous communications, understandings, agreements, negotiations, representations, and warranties. The Contract prevails over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer may have submitted a purchase order or contract.

Payment. Seller's agreement to perform any work hereunder is conditioned upon Buyer's satisfaction of Seller's credit terms, as determined in Seller's sole discretion. Payment terms are net thirty (30) days from date of Seller's invoice or sooner as may be required by applicable law. Past due payments shall accrue a finance charge of one and one-half percent (1½%) per month or the highest rate allowable by law, whichever is less. Seller shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, arising out of Buyer's failure to make all payments due under this Contract in a timely manner.

Taxes. Buyer is responsible for payment of all taxes and duties not specifically assumed in writing by Seller in the Contract. Buyer agrees to defend, indemnify, and hold Seller harmless from any damages and expenses related to any levy or attempted levy of any other taxes on Seller.

Suspension; Termination. In addition to any other remedies available to Seller, Seller may suspend or terminate this Contract with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Contract (or any other agreement Buyer has with Seller); (ii) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Buyer has with Seller); (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) exhibits other adverse credit conditions that are unsatisfactory to Seller, as determined by Seller in its sole discretion.

Shipment; Delivery Conditions. Unless otherwise agreed in writing, all materials purchased by Buyer shall be FOB Seller's plant sourcing the Contract. If FOB Destination, the Buyer agrees to provide suitable roadways or approaches to points of delivery. Seller reserves the right to cease deliveries if the roadways or approaches are unsatisfactory. In the event Buyer Contracts delivery beyond curb line, Buyer assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries to the maximum extent allowed by law. Prices quoted herein are based on prompt unloading of trucks, and in case repeated delays in unloading, deliveries may be discontinued until conditions are corrected. Delays of more than twenty (20) minutes are subject to an additional charge. Buyer also agrees to provide a safe, suitable delivery and work areas for Seller's employees.

Title & Risk of Loss. Title and risk of loss passes to Buyer at the time any materials are loaded into Buyer's, or Buyer's agents,' vehicles, barges, or other modes of transport, in the case of FOB Plant sales, or in the case of Seller's delivery, upon delivery of the Materials.

Warranty. Seller warrants that the goods and services herein will conform to the approved shop drawings. If there a no approved shop drawings, Seller warrants that the goods and services herein will conform to specifications provided to Seller prior to manufacture of the goods and/or Seller's performance of the services. Seller's obligation to meet the applicable specifications supersedes any and all other warranties. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. Buyer shall verify that Seller's materials comply with the plans and specifications prior to installation. Changes to the plans and specifications shall be made by written change order and Seller shall be entitled to an equitable price adjustment for such changes. The express limited warranty set forth herein shall be void if Buyer fails to pay Seller in full for the materials provided by Seller pursuant to this Contract.

Time. Seller shall make reasonable efforts to provide the equipment, labor, materials, and/or services by the specified delivery date and provide notice to Buyer of any expected delays. Seller is not responsible for any delays due to labor disputes, repairs to machinery, fire, flood, pandemic, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce materials meeting any applicable specification or requirement. In the event any such contingency should occur, Seller reserves the right to determine the order of priority of delivering to its customers.

Modification. No amendment or modification of this Contract shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Contract.

No Waiver. The failure of Seller to exercise any right granted hereunder shall not impair or waive Seller's privilege of exercising such right to any subsequent time or times.

Damages. Seller's liability for any damages related to this Contract shall be limited to (a) replacement of defective materials and work or, at Seller's option, (b) a refund of any payments made by Buyer. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT.** It is further understood that Seller shall not be responsible for any damage to or deterioration of any of its work, whether completed or in process, resulting from any cause or causes beyond its reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by Seller, whether or not such failure or inadequacy was or could have been known at the time its work was undertaken, or for any work performed under adverse weather conditions

Indemnity. To the maximum extent permitted by applicable law, Buyer shall defend, indemnify and hold Seller, its officers, employees, agents, insurers, sureties, and affiliates, harmless from any and all losses, damages, expenses (including attorneys' fees), claims, suits, liabilities, fines and remedial or clean-up costs arising out of or in any way related to: (i) Buyer's breach of this Agreement; or (ii) any act or omission by or on behalf of Buyer, its employees, contractors and/or agents.

Applicable Law. This Contract, and the rights, duties, obligations, and remedies of the parties shall be governed by or construed in accordance with the laws of the state where the Project is located.

Work Conditions: If Seller's work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit Seller to perform its work in a normal uninterrupted single shift operation. Unless a time for the performance of Seller's work is specified, Seller shall undertake the work in the course of its normal operating schedule. Seller shall not be liable for any failure to undertake or complete the work for causes beyond its control, and Seller may suspend the work for causes beyond its control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in Seller's opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which Seller is involved, directly or indirectly. If for causes beyond Seller's control, Seller's work is not completed within twelve (12) months after the date of Buyer's acceptance of the Contract, Seller may cancel this Contract. In such event: (i) Seller shall be relieved of any further obligation with respect to the balance of the work; and (ii) Seller shall be entitled to receive final and complete payment for all work performed within fifteen (15) days of the notice of cancellation.

Inspection. Seller shall provide materials which comply with the approved submittals and the materials are subject to industry tolerances. Buyer shall inspect all materials prior to installing the materials in order to confirm that the materials comply with Buyer's specifications.

Safety. Safety Data Sheets and product information are available at Seller's office and Seller's website. Buyer agrees to notify all persons handling or using the materials of the warnings contained in the Safety Data Sheets, labels, literature, and packaging relating to the materials.

Storage. Unless otherwise agreed to in writing, Buyer shall take delivery of all materials within thirty (30) days of being notified that the materials are ready for delivery. A storage fee of $50.00 per day shall be charged for any materials left at Seller's facility for more than thirty (30) days. Seller shall have the right to dispose of any materials left at Seller's facility for more than one hundred and twenty (120) days.

MANDATORY BINDING ARBITRATION: ALL CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATED TO THIS CONTRACT SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE WHERE THE PROJECT IS LOCATED. THE AMERICAN ARBITRATION ASSOCIATION (AAA) SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. the AAA'S APPELLATE RULES SHALL APPLY.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 69453-CHU-26-258

Bid Bond

CONTRACTOR:
(Name, legal status and address)
APAC - Atlantic, Inc.
1431 Centerpoint Blvd., Suite 100
Knoxville, TN 37932

SURETY:
(Name, legal status and principal place of business)
Federal Insurance Company
202B Hall's Mill Road
Whitehouse Station, NJ 08889-3454
State of Inc: Indiana

OWNER:
(Name, legal status and address)
Town of Louisville
P.O. Box 215
Louisville, TN 37777

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)
2026 Road Improvement Projects

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 24th day of June, 2026

(Witness)

(Witness) Gicelle Pajon, Surety Witness

APAC - Atlantic, Inc.
(Principal) (Seal)
(Title)

Federal Insurance Company
(Surety) (Seal)
(Title) Olga Iglesias, Attorney-in-Fact

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint

Olga Iglesias

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **19th** day of **July, 2024.**

Rupert HD Swindells, Assistant Secretary

Warren Eichhorn, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this **19th** day of **July, 2024** before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this June 24, 2026

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE

APAC-ATLANTIC, INC

424218

ID NUMBER: 59289
LIC STATUS: ACTIVE
EXPIRATION DATE: March 31, 2027

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

ATTN:GARY LOFLIN
APAC-ATLANTIC, INC
1431 CENTERPOINT BLVD SUITE 100
KNOXVILLE, TN 37932

State of Tennessee

424218

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
APAC-ATLANTIC, INC

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 59289
LIC STATUS: ACTIVE
EXPIRATION DATE: March 31, 2027
UNLIMITED; HRA; MU

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE