

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER Page 1 of 2	Date:	July 7, 2021	
	Project:	Jimmie Campbell Drive Over Town Branch Bridge Project	
	Location:	Town Branch WWTP	
To (Contractor): Todd Johnson Contracting, Inc. 497 Dillehay Street Danville, KY 40422	Contract No.	RES # 313-2020	
	Original Contract Amt.	257,113.69	
	Cumulative Amount of Previous Change Orders	\$33,977.85	
	Percent Change - Previous Change Orders		13.22%
	Total Contract Amount Prior to this Change Order	\$291,091.54	
	Change Order No.	2	

You are hereby requested to comply with the following changes from the contract plans and specification;

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price	
1	Additional Dense Grade Aggregate Base (backup attached) Bid Amount 80TN @ 48.60/TN; Actual 108.37TN @ 48.60/TN		\$1,378.78	
2	Additional Concrete Class A (backup attached) Bid Amount 9.8CY @ 1262.07/CY; Actual 15CY @ 1262.07/CY		\$6,562.78	
3	Additional Concrete Class AA (backup attached) Bid Amount 22.3 CY @1150.83/CY; Actual 25CY @ 1150.83/CY		\$3,107.24	
	Total decrease	\$0.00		
	Total increase		\$11,048.78	
	Net Amount of this Change Order	\$11,048.78		
	New Contract Amount Including this Change Order	\$302,140.32		
	Percent Change - This Change Order			4.30%
	Percent Change - All Change Orders			17.51%

The time provided for the completion in the contract and all provisions of the contract will apply hereto.

Recommended by [Signature] (Proj. Engr.) Date 7/19/2021
 Accepted by [Signature] (Contractor) Date 7-9-2021
 Approved by [Signature] (Director) Date 7-28-21
 Approved by [Signature] (Commissioner) Date 7/30/21
 Approved by [Signature] (Mayor or CAO) Date 8/20/21

JUSTIFICATION FOR CHANGEPROJECT: Jimmie Campbell Drive
Over Town Branch Bridge Project

CONTRACT NO. RES # 313-2020

CHANGE ORDER: 2

1. Necessity for change: The increase to the contract includes additional actual cost for materials priced in the original bid; dense grade aggregate base, concrete class A, and concrete class AA.
2. Is proposed change an alternate bid? ___ Yes X No
3. Will proposed change alter the physical size of the project? ___ Yes X No
If "Yes", explain.
4. Effect of this change on other prime contractors: N/A
5. Has consent of surety been obtained? ___ Yes X Not Necessary
6. Will this change affect expiration or extent of insurance coverage? ___ Yes X No
If "Yes", will the policies be extended? ___ Yes ___ No
7. Effect on operation and maintenance costs: N/A
8. Effect on contract completion date: No

_____
Mayor_____
Date

DGA Hauler Tickets

202018

Lexington Quarry Company TICKET #01276783
2200 Catnip Hill Road STATION 07
Nicholasville, KY 40356 DATE 3/23/2021
(859) 885-6051 TIME 09:52:29

STATE ID# TRUCK TJ2627
HAULER 452 MISC TRUCKS

CUSTOMER 73095 JOB #000141 PHASE #001
TODD JOHNSON CONTRACTING
JIMMY CAMPBELL P.O. # 202018
PRODUCT 120 DGA

JOB 202018			Loads	Tons
		JOB / PRODUCT Daily	1	25.14
		PHASE Daily	1	25.14
		OPERATOR MISTI		
	lb			
GROSS	79240			
TARE (STORED)	28960			
NET	50280			
NET TONS	25.14			

WEIGHMASTER RECEIVED BY

202018

Lexington Quarry Company TICKET #01276848
2200 Catnip Hill Road STATION 07
Nicholasville, KY 40356 DATE 3/23/2021
(859) 885-6051 TIME 12:50:55

STATE ID# TRUCK TJ2627
HAULER 452 MISC TRUCKS

CUSTOMER 73095 JOB #000141 PHASE #001
TODD JOHNSON CONTRACTING
JIMMY CAMPBELL P.O. # 202018
PRODUCT 120 DGA

JOB 202018			Loads	Tons
		JOB / PRODUCT Daily	2	49.01
		PHASE Daily	2	49.01
		OPERATOR MISTI		
	lb			
GROSS	76700			
TARE (STORED)	28960			
NET	47740			
NET TONS	23.87			

WEIGHMASTER RECEIVED BY

202018

Lexington Quarry Company TICKET #01276911
2200 Catnip Hill Road STATION 07
Nicholasville, KY 40356 DATE 3/23/2021
(859) 885-6051 TIME 15:44:38

STATE ID# TRUCK TJ2627
HAULER 452 MISC TRUCKS

CUSTOMER 73095 JOB #000141 PHASE #001
TODD JOHNSON CONTRACTING
JIMMY CAMPBELL P.O. # 202018
PRODUCT 120 DGA

		Loads	Tons
JOB 202018	JOB / PRODUCT Daily	3	55.13
	PHASE Daily	3	55.13
	OPERATOR MISTI		
	lb		
GROSS	41200		
TARE (STORED)	28950		
NET	12240		
NET TONS	6.12		

WEIGHMASTER RECEIVED BY

*Job # 202018
CC # 202018*

Lexington Quarry Company TICKET #01276943
2200 Catnip Hill Road STATION 07
Nicholasville, KY 40356 DATE 3/24/2021
(859) 885-6051 TIME 08:29:29

STATE ID# TRUCK TJT2
HAULER 486 TODD JOHNSON

CUSTOMER 73095 JOB #000141 PHASE #
TODD JOHNSON CONTRACTING
JIMMY CAMPBELL P.O. # 202018
PRODUCT 120 DGA

		Loads	Tons
	JOB / PRODUCT Daily	1	8.40
	PHASE Daily	1	8.40
	OPERATOR JOYCE		
	lb		
GROSS	43080		
TARE (STORED)	26280		
NET	16800		
NET TONS	8.40		

WEIGHMASTER RECEIVED BY

*Job # 202018
CC # 200015*

Lexington
2200 Catnip
Nicholasville
(859) 885-1

STATE ID#

CUSTOMER 7
TODD JOHNSON
CASTLEMAN LINES
JOB 202

JOB 202026

GROSS
TARE (STOR)
NET
NET TONS

WEIGHMASTER

LIMESTONE

TICKET #01278712
SITE 07
TIME IN 4/7/2021 12:45:34
TIME OUT 4/7/2021 12:45:34

Lexington Quarry Company
2200 Catnip Hill Road
Nicholasville, KY 40356
(859) 885-6051

TRUCK TJT2
HAULER 486 TODD JOHNSON

JOB #000141 PHASE #001
P.O. # 202018
PRODUCT 120 DGA

JOB / PRODUCT Daily
PHASE Daily
OPERATOR JOYCE

RECEIVED BY

lb
71100
25880
45220
25261

LEADS TONS
1 22.61
1 22.61

WEIGHMASTER

*Job # 202018
CC # 200015*

Lexington Quarry Company TICKET #01279160
2200 Catnip Hill Road STATION 07
Nicholasville, KY 40356 DATE 4/12/2021
(859) 885-6051 TIME 08:44:37

STATE ID# TRUCK TJT2
HAULER 486 TODD JOHNSON

CUSTOMER 73095
TODD JOHNSON CONTRACTING
JIMMY CAMPBELL

JOB #000141 PHASE #001
P.O. # 202018
PRODUCT 120 DGA

		Loads	Tons
JOB 202018	JOB / PRODUCT Daily	1	22.23
	PHASE Daily	1	22.23
	OPERATOR JOYCE		

	lb
GROSS	70340
TARE (STORED)	25880
NET	44460
NET TONS	22.23

WEIGHMASTER RECEIVED BY

108.37 Ton



SMYRNA READY MIX CONCRETE
1130 2nd Avenue North
Nashville, Tennessee 37208

"Quality Concrete"
"Unmatched Service"

TICKET NUMBER

CONTRACT NUMBER
216-008252

Job No.	Truck No.	Operator	Plant Code	Lot	Batch
Order #	PO #	Account #	Project No.	Mix / Page	Flow
Site To					
Delivery Address of					

ORDERED QUANTITY	CUMULATIVE QUANTITY	QUANTITY	UOM	PRODUCT CODE	PRODUCT DESCRIPTION	UNIT PRICE	TOTAL AMOUNT

WARNING: The handling of Wet Concrete can be Dangerous to your Health. Please see back of ticket for related Safety and Health Information.

Authorization to Add Water

BY: _____ (SRM WATER/DEP)

The water will be added to the concrete in accordance with the instructions on the bag of cement.

Test Cylinders Taken: Yes ___ No ___ Taken By: _____

Service Charge of \$ 100. Per Month will be added to all balances more than 30 days old. Annual Percentage Rate of 12%.

PROPERTY DAMAGE WAIVER: In the event of Smyrna Ready Mix Concrete Co. ("SRM") negligence, the undersigned hereby waives, releases, defends, holds SRM harmless from, and agrees to indemnify SRM for any and all claims, damages, losses, and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by SRM, its agents, employees, or subcontractors, arising out of or resulting from the use of the concrete supplied by SRM to the undersigned. This waiver shall not apply to claims for personal injury or death.

Cumulative Guarantee: The concrete is guaranteed to meet the ASTM C 1097 standard for compressive strength. If the concrete does not meet the ASTM C 1097 standard, SRM will provide a replacement of the concrete at no charge to the customer. The replacement concrete will be delivered to the customer within 30 days of the date of the original order.

Collection Fees: If the customer fails to pay for the concrete within the agreed-upon terms, SRM reserves the right to charge a late fee of 1% per month on the amount due.

By signing for these materials, the undersigned agrees to all conditions of the Authorization of Retail Address and Property Damage Waiver, the Cumulative Guarantee, and the terms of any applicable contracts or orders of sale.

Customer Name: _____
Customer Signature: _____
Operator Signature: _____

NOTE: Due to the volatility of raw materials and the possibility of demand exceeding supply, SRM reserves the right to change the mix design or to substitute materials without notice.

11/4/2020
11/4/2020

Total A = 15 CY



SMYRNA READY MIX CONCRETE
1136 2nd Avenue North
Nashville, Tennessee 37208

"Quality Concrete"
"Unmatched Service"

TICKET NUMBER

CONTRACT NUMBER
218-006960

Date	Time	City	State	Zip	Phone
Order #	P.O. #	Account #	Project #	Qty. Page	Rate
Bill To					
Delivery Address					

ORDERED QUANTITY	CUMULATIVE QUANTITY	QUANTITY	FORM	PROCESS CODE	PROJECT LOCATION	UNIT PRICE	PROJECT NUMBER

WARNING: The handling of Wet Concrete can be Dangerous to your Health. Please see back of ticket for related Safety and Health Information.

Authorization to Add Water

BY: _____

_____ GAL WATER ADDED

_____ GAL

_____ CUMULATIVE GAL

Test Cylinders Taken: Yes No Taken By: _____

A Service Charge of 1.0% Per Month will be added to all balances more than 30 days old. Annual Percentage Rate of 18%

PROPERTY DAMAGE WAIVER - The undersigned hereby certifies that the undersigned is the owner of the property described herein and that the undersigned is the owner of the property described herein. The undersigned hereby certifies that the undersigned is the owner of the property described herein. The undersigned hereby certifies that the undersigned is the owner of the property described herein.

Concrete Supplier - The undersigned hereby certifies that the undersigned is the owner of the property described herein. The undersigned hereby certifies that the undersigned is the owner of the property described herein. The undersigned hereby certifies that the undersigned is the owner of the property described herein.

Collection Fees - The undersigned hereby certifies that the undersigned is the owner of the property described herein. The undersigned hereby certifies that the undersigned is the owner of the property described herein. The undersigned hereby certifies that the undersigned is the owner of the property described herein.

By signing for these received materials the undersigned agrees to the conditions of the Authorization to Add Water, the Property Damage Waiver, the Collection Fees and the terms of delivery due to raw materials shortages.

Customer Signature: _____
Supplier Signature: _____

Class A
1/21/21
5.5 cy



SMYRNA READY MIX CONCRETE
1136 2nd Avenue North
Nashville, Tennessee 37208

"Quality Concrete"
"Unmatched Service"

TICKET NUMBER

CONTROL NUMBER
216-009198

Date	Truck No.	Customer	Plant Code	Van	Driver
Order #	P.O. No.	Account No.	Project No.	Map Page	Time
Job No. <u>001</u> <u>FORMS FOR TANK FOUNDATION</u> <u>1136</u> <u>2ND AVENUE NORTH</u> <u>NASHVILLE, TN</u> Delivery Address: <u>1136 2ND AVENUE NORTH</u> <u>NASHVILLE, TN 37208</u> <u>315-216-0091</u>					

- LEAVE PLANT
- ARRIVED JOB
- STARTED POUR
- FINISHED POUR
- LEAVE JOB
- ARRIVED PLANT

ORDERED QUANTITY	CUMULATIVE QUANTITY	QUANTITY	UOM	PRODUCT CODE	PRODUCT DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
					203018 wing walls		

WARNING: The handling of Wet Concrete can be Dangerous to your Health. Please see back of ticket for related Safety and Health information.

Authorization to Add Water
BY: _____ GAE WATER ADDED _____
The seller will not assume any responsibility for strength of concrete if water is added to the concrete at the job site.

SUBTOTAL	
TAX	
TOTAL	
COLLECT	
GRAND TOTAL	

Test Cylinders Taken: Test No. _____ Taken By: _____
Service Charge of 1.00% per month will be added to all balances more than 30 days past Approved Percentage Rate of 15%.

PROPERTY DAMAGE WAIVER: In the event of Smyrna Ready Mix Concrete or Customer Damage to the job site. We will not be held responsible for being late for work, being out on public property, damage to personal or commercial buildings, parking lots, trees or any property after leaving the site. Furthermore, the undersigned agrees to pay for any liability charges incurred after our hours have ended. The undersigned acting as owner or agent for the owner understands this agreement and releases Smyrna Ready Mix Concrete from any liability.

Concrete Guarantee: Our concrete is guaranteed by strength only to ASTM C-44 and will not be collected under ASTM C-172 and Field Sampling the tests done are ASTM C-11 and will comply fully conform with ASTM C-44. ASTM C-111 and the department has the testing lab records from Smyrna Ready Mix Concrete. This certifies that the concrete delivered will meet ASTM C-44. Testing specifications are set from the Department of Transportation, Building, Insuring or jurisdiction of customer after the order is placed.

Customer Note: Should a customer be required to place the concrete into an alternate location, or other than approved, the undersigned hereby certifies to pay for costs of work relocation, self or other third party, including applicable cleanup fees.

By signing for these approved materials and undersigned agrees to all conditions to the Authorization of Water Added, the Property Damage Waiver, the Concrete Guarantee, the Customer Note and the Release of liability due to non-insurable contingencies.

Customer Name: _____
Customer Signature: _____
Operator Signature: _____

SRM is not responsible for correct information and reliability of correct on a big or long haul. Smyrna Ready Mix Concrete cannot be held responsible for changes in product color, mix or strength in any other event noted.

Handwritten notes:
3/17/21
L.S.



SMYRNA READY MIX CONCRETE
 1136 2nd Avenue North
 Nashville, Tennessee 37208

"Quality Concrete"
 "Unmatched Service"

TICKET NUMBER

CONTROL NUMBER
216-009157

Date: _____ Truck No: _____ Operator: _____ Plant Code: _____ Use: _____ Pump: _____
 Order #: _____ P.O. No.: _____ Account No.: _____ Project No.: _____ Map Page: _____ Crew: _____
 Note to: _____ Division: _____
 Primary Address/Lot: _____

- LOAD
- LEAVE PLANT
- ARRIVED JOB
- STARTED POUR
- FINISHED POUR
- LEAVE JOB
- ARRIVED PLANT

ORDERED QUANTITY	CUMULATIVE QUANTITY	QUANTITY	U O M	PRODUCT CODE	PRODUCT DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT

Handwritten: Lot # 2020189
 CC # 200197

WARNING: The handling of Wet Concrete can be Dangerous to your Health. Please see back of ticket for related Safety and Health Information.

Full Cylinders Taken: Yes _____ No _____ Taken By: _____

Authorization to Add Water

BY: _____

GAL. WATER ADDED: _____

The ticket holder accepts full responsibility for strength of concrete placed in accordance with the job requirements.

SUBTOTAL _____
 TAX _____
 TOTAL _____
 COLLECTOR'S GRAND TOTAL _____

* Service Charge of 2.50% Per Month will be applied to all balances more than 30 days old. Annual Percentage Rate of 18%

PROPERTY DAMAGE WAIVER: It is the policy of Smyrna Ready Mix Concrete to guarantee delivery to the job site. We will not be held responsible for losing sites for which we have set or placed material, whether in containers, admixtures, bags, etc. when it is necessary after leaving the job. Furthermore, the undersigned agrees to pay to any being charged against their site for any loss of materials.

The undersigned hereby agrees to the above conditions and waives Smyrna Ready Mix Concrete from any liability.

Concrete Guarantee: Our concrete is guaranteed for strength (28 and 42 Day) and will not be affected when ASTM 1117 and Field Testing has been done with all the ASTM 2-23 and the purchaser has the testing lab records in their possession at Smyrna Ready Mix Concrete. We shall not be covered beyond what meet ASTM C 81. These guarantees do not cover the placement, consolidation, curing, or protection of concrete after the delivery to the purchaser.

Collection Fees: Street & location necessary unless the customer calls an alternate job location. Such as other jobs when the undersigned hereby agrees to pay all costs of such collection but in other regards, including transportation charges here.

By signing for these materials, hereby the undersigned agrees to all conditions to the Authorization of Water Added, the Property Damage Waiver, the Concrete Guarantee, the Collection Fees and the Release of Liability due to the potential shortages.

Customer Name: _____
 Customer Signature: _____

We have to the amount of concrete shortage and availability, or delivery on a day other than the Smyrna Ready Mix Concrete order or any transportation for damage to concrete items and to change it within stated limits.

Handwritten: d/d/21
 1/21
 9

Handwritten: total 1.02
 2106 21-14



SMYRNA READY MIX CONCRETE
1136 2nd Avenue North
Nashville, Tennessee 37208

"Quality Concrete"
"Unmatched Service"

TICKET NUMBER

21609617

CONTROL NUMBER

216-00915

03/10/2021	Truck No. 3053	Driver GALANDO, ROBERT	Plant Code 216	Use Exterior	Slump 5 5
17	P.O. No.	Account No. 16801	Project No. 202018	Map Page	Time

To: TODD JOHNSON CONTRACTING INC.
Directions:
Delivery Address: Lot
JIMMY CABELL DR
LEXINGTON KY
LOT #:

ORDERED BY: TODD
PHONE #: 6062311148

- LQA
- LEAK PLAI
- ARRIVE JC
- STARTE POL
- FINISHE POL
- LEAK JC
- ARRIVE PLAI

ORDERED QUANTITY	CUMULATIVE QUANTITY	QUANTITY	U.O.M.	PRODUCT CODE	PRODUCT DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
25.00	17.00	8.00	CY	40070	KDOT CLASS AA		
0.00	2.00	1.00	EA	1015	ENVIRONMENTAL SURCHARGE		
0.00	2.00	1.00	PY	1020	WINTER CHARGE (NOV 1- MAR		
1.00	2.00	1.00	PY	2420	MIDRANGE ADDITIONAL DOSE		
DELIVERY FEE:							NO

Job # 202018
cc # 200147

WARNING: The handling of Wet Concrete can be Dangerous to your Health. Please see back of ticket for related Safety and Health Information.

1 Cylinders Taken: Yes No Taken By: _____

Service Charge of 1.10% Per Month will be added to all balances more than 30 days old. Annual Percentage Rate of 18%.

Authorization to Add Water

BY: _____

_____ GAL. WATER ADDED

The seller will not assume any responsibility for strength of concrete if water is added to this concrete on the job by purchaser

SUBTOTAL	
TAX	
TOTAL	
COLLECT GRAND TOTAL	

PROPERTY DAMAGE WAIVER: It is the policy of Smyrna Ready Mix Concrete to Guarantee Delivery to the curb only. We will not be held responsible for towing bills for stuck trucks not on public roadway, damage to highways, sidewalks, buildings, parking lots, trees or any property after leaving the curb. Furthermore, the undersigned agrees to pay for any towing charges incurred after our trucks leave public roadways. I understand and agree as owner or agent for the owner and release Smyrna Ready Mix Concrete from any liability.

Strength Guarantee: Our concrete is guaranteed for strength only per ASTM C-94 and will not be effective unless ASTM C-172 and Field Sampling has been done per ASTM C-31 and lab testing fully complies with ASTM 39, ASTM E-309 and the purchaser has the testing lab provide test documentation to Smyrna Ready Mix Concrete. We certify that the concrete delivered shall meet ASTM C-94. These specifications do not cover the placement, consolidation, finishing, curing or protection of concrete after the delivery to the purchaser.

Collection Fees: Should it become necessary to place this invoice with an attorney for collection, suit, or other legal action, the undersigned hereby agrees to pay all costs of such collection, suit or other legal action, including reasonable attorney fees.

I, signing for these received materials the undersigned agrees to all conditions to the Authorization of Water Added, the Property Damage Waiver, the Concrete Guarantee, the Collection Fees and the release liability due to raw materials shortages.

Customer Name: _____
Customer Signature: _____

NOTE: Due to the potential of cement shortages and variability of cement on a day-to-day basis, Smyrna Ready Mix Concrete cannot be held responsible for changes in concrete color, due to changes in available cement supply.

3/10/21
11:00 AM
7



SMYRNA READY MIX CONCRETE
1136 2nd Avenue North
Nashville, Tennessee 37208

"Quality Concrete"
"Unmatched Service"

TICKET NUMBER

21609618

CONTROL NUMBER

216-00915

03/10/2021	Truck No. 1355	Operator Brandenberg, Jo	Plant Code 216	Use Exterior	Blump 5 5
Lot # 17	R.O. No.	Account No. 16801	Project No. 202018	Map Page	Time

To: TODD JOHNSON CONTRACTING INC.
Directions:
Address: JIMMY CABELL DR LEXINGTON KY
Lot #: ORDERED BY: TODD
PHONE #: 6062311148

- LO:
- LEA:
- PLA:
- ARRIVI:
- JR:
- STARTI:
- POI:
- FINISHI:
- POI:
- LEA:
- JR:
- ARRIVI:
- PLA:

ORDERED QUANTITY	CUMULATIVE QUANTITY	QUANTITY	U.O.M.	PRODUCT CODE	PRODUCT DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
25.00	25.00	8.00	CY	40070	KDOT CLASS AA		
0.00	3.00	1.00	EA	1015	ENVIRONMENTAL SURCHARGE		
0.00	3.00	1.00	PY	1020	WINTER CHARGE (NOV 1- MAR		
1.00	3.00	1.00	PY	2420	MIDRANGE ADDITONAL DOSE		
DELIVERY FEE:							NO

*Job # 202018
CC # 202147*

WARNING: The handling of Wet Concrete can be Dangerous your Health. Please see back of ticket for related Safety id Health information.

Authorization to Add Water
BY: _____ GAL. WATER ADDED _____
The seller will not assume any responsibility for strength of concrete if water is added to the concrete on the job by purchaser.

Subtotal: _____
Tax: _____
Total: _____
Collect: _____
Grand Total: _____

Property Damage Waiver: It is the policy of Smyrna Ready Mix Concrete to Guarantee Delivery to the curb only. We will not be held responsible for towing bills for stuck trucks not on public roadway, damage to inventory, sidewalks, buildings, parking lots, trees or any property after leaving the curb. Furthermore, the undersigned agrees to pay for any towing charges incurred after our trucks leave public roadways as undersigned acting as owner or agent for the owner understands this agreement and releases Smyrna Ready Mix Concrete from any liability.

Concrete Guarantee: Our concrete is guaranteed for strength only per ASTM C-94 and will not be effective unless ASTM C-173 and Field Bonding has been done per ASTM C-31 and lab testing fully complies with ASTM C-39, ASTM E-309 and the purchaser has the testing lab provide break documentation to Smyrna Ready Mix Concrete. We certify that the concrete delivered shall meet ASTM C-94. These specifications do not cover the placement, consolidation, finishing, curing or protection of concrete after the delivery to the purchaser.

Collection Fee: (Should it become necessary to place this invoice with an attorney for collection, suit, or other legal action, the undersigned hereby agrees to pay all costs of such collection, suit or other legal action, including reasonable attorney fees.

By signing for these received materials the undersigned agrees to all conditions to the Authorization of Water Added, the Property Damage Waiver, the Concrete Guarantee, the Collection Fee and the release liability due to raw materials shortages.

Customer Name: _____
Customer Signature: _____
Operator Signature: _____

NOTE: Due to the potential of cement shortages and availability of cement on a day-to-day basis, Smyrna Ready Mix Concrete cannot be held responsible for changes in concrete order, due to changes in available cement supply.