

RESOLUTION 23-162

A RESOLUTION TO AUTHORIZE THE CITY TO ENTER INTO A CONTRACT WITH JONES BROS. CONTRACTORS, LLC FOR CONSTRUCTION SERVICES FOR THE BUCKNER LANE NORTH WIDENING PROJECT

WHEREAS, the City of Spring Hill has the need for an outside firm for the construction services for the Buckner Lane North Widening Project; and

WHEREAS, the City publicly advertised a Request for Proposals with a bid opening on August 16, 2023; and

WHEREAS, Jones Bros. Contractors, LLC was the low bidder with a cost proposal for the base bid of \$16,186,559.15; and

WHEREAS, City staff recommends approval of a 10% contingency in the amount of \$1,600,000.00 for a total approved amount of \$17,786,559.15; and

WHEREAS, funding for the construction will be expensed from the 18-75 Fund utilizing bond proceeds; and

WHEREAS, City staff recommends to enter in to a contract with Jones Bros. Contractors, LLC for construction services for the Buckner Lane North Widening Project.

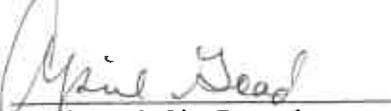
NOW, THEREFORE BE IT RESOLVED, the City of Spring Hill Board of Mayor and Aldermen:

1. Approves the contract between the City of Spring Hill and Jones Bros. Contractors, LLC for construction services for the Buckner Lane North Widening Project in the amount of \$16,186,559.15, as attached hereto.
2. Approves a contingency amount of \$1,600,000.00 to be included with the construction amount for a total approved amount of \$17,786,559.15.
3. Authorizes the Mayor to sign the construction contract with Jones Bros. Contractors, LLC.

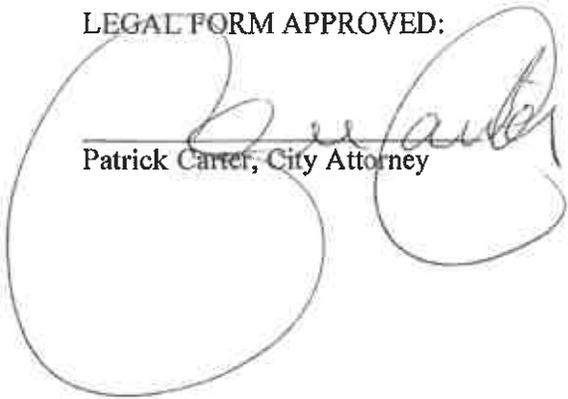
Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 21st day of August, 2023.


Jim Hagaman, Mayor

AFFEST:


April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



REQUEST: **Approval of Resolution 23-162**

SUBMITTED BY: Missy Stahl, CIP Manager

DATE: August 21, 2023

RE: To authorize the City to enter into a contract with Jones Bros. Contractors, LLC for construction services for the widening of Buckner Lane North and to authorize the Mayor to sign the contract

ATTACHMENTS: Contract

PURPOSE:

The purpose of this resolution is to authorize the City to enter into a contract with Jones Bros. Contractors, LLC for construction services for the widening of Buckner Lane North segment project.

BACKGROUND:

The City of Spring Hill has the need to utilize an outside firm for construction services for the widening of Buckner Lane North project for which it cannot provide itself. A RFP was advertised with bids opened on August 16, 2023. Five responses were received from Civil Constructors, LLC, Jones Bros. Contractors, LLC, Volunteer Paving, LLC, Vulcan Construction Materials, LLC and Rogers Group, Inc. with Jones Bros. Contractors, LLC being the low bidder. Staff has reviewed all bids and recommends award of the contract be to Jones Bros. Contractors, LLC for a total cost of \$16,186,559.15.

Staff is also recommending a contingency in the amount of \$1,600,000 be included and approved. With the base bid, the total approved amount would be \$17,786,559.15.

FINANCIAL IMPACT:

Costs would be paid from the 18-75 Fund utilizing bond proceeds from the 2022 Series General Obligation Bond.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 23-162, to authorize the City to enter into a contract with Jones Bros. Contractors, LLC for construction services for the Buckner Lane North Widening Project and to authorize the Mayor to sign the contract.

Missy Stahl

From: Missy Stahl
Sent: Friday, August 18, 2023 12:51 PM
To: Missy Stahl
Subject: Buckner Lane North Bid Tabulation

Missy,

We have completed the tabulation and analysis of the bids received on 8/16/23 for Buckner Lane North Segment. All five received bids are complete. The lowest responsive qualified bidder is Jones Brothers Contractors, LLC with a bid of \$16,186,559.15. We are recommending acceptance of this bid.

Please let me know if you have any questions or if you need anything else.

Thanks,

David D. Corley, P.E. (TN, NC)
Kimley-Horn | 10 Lea Avenue, Suite 400, Nashville, TN 37210
Direct: 615-564-2863 | Office: 615-564-2701 | www.kimley-horn.com
Connect with us: [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [Instagram](#)

STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE

JONES BROS. CONTRACTORS, LLC

31593

ID NUMBER: 42204
LIC STATUS: ACTIVE
EXPIRATION DATE: January 31, 2025

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

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

ATTN: W. ANDREW WALL
JONES BROS. CONTRACTORS, LLC
P.O. BOX 1001
MT. JULIET, TN 37121

State of Tennessee 13201796

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
JONES BROS. CONTRACTORS, LLC

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

ID NUMBER: 42204
LIC STATUS: ACTIVE
EXPIRATION DATE: January 31, 2025
UNLIMITED; BC; HC; HRA; MU-A; MU-C; MU-D



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

3828853
State of Tennessee

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
STANSELL ELECTRIC CO. INC.

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

ID NUMBER: 3989
LIC STATUS: ACTIVE
EXPIRATION DATE: APRIL 30, 2025
UNLIMITED: BC-CE-ERA-EI



EN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

PROPOSAL CONTRACT

FOR THE CONSTRUCTION OF

City:	Spring Hill
County:	Williamson
Description Of Project:	Buckner Lane Widening North Segment
Project Length:	1.223 Miles
Completion Time:	On or Before 21 Months from Notification of Award from City

By: Jones Bros Contractors, LLC
City, St.: Mt. Juliet, TN
Surety: Western Surety Company

TABLE OF CONTENTS

Instruction to Bidders		<u>Page #</u>
		5
Supplemental Specifications to The Standard Specifications	<u>Revision Date</u>	
Supplemental Specification to Section 100.....	12-15-21	
Supplemental Specification to Section 200.....	N/A	
Supplemental Specification to Section 300.....	N/A	
Supplemental Specification to Section 400.....	12-15-21	
Supplemental Specification to Section 500.....	N/A	
Supplemental Specification to Section 600.....	12-15-21	
Supplemental Specification to Section 700.....	12-15-21	
Supplemental Specification to Section 800.....	N/A	
Supplemental Specification to Section 900.....	12-15-21	

The above Supplemental Specifications, revised as noted, are Incorporated by reference for bidding purposes and will be printed with the Contract after awards. These Supplemental Specifications may be obtained from the Department at Suite 700, James K. Pol Bldg., Nashville, Tennessee or viewed on the Department's website at <https://www.tn.gov/tdot/tdot-construction-division>.

Special Provisions.....	Special Provision Number, Regarding:.....	<u>Date</u>	<u>Page #</u>
SP01	Contract Owner	N/A	12
102B	Unbalanced Bids	02-17-15	13
102I	Employing & Contracting w/ Illegal Immigrants	10-10-16	14
102LC	TDOT Standard Specifications for Road and	12-15-20	16
	Bridge Construction		
106B	Prohibition on Certain Telecommunication and		
	Video Surveillance Services or Equipment	09-10-20	17
107FP	Water Quality and Storm Water Permits	02-08-21	18
700SIG	Highway Signs, Luminaires, and Traffic Signals	07-28-21	231
1275	Debarment, Suspension, etc.	09-07-22	232
1290	Non-Discrimination in Employment.....	09-07-22	233

	<u>Page #</u>
Proposal.....	234
Bid Form	237
Proposal Certification.....	245
Proposal Bond	246
Proposal Guarantee	248
City of Spring Hill Forms	
Drug-Free Workplace Affidavit	249
Indemnification Agreement	251
Certificate of Nondiscrimination	252
Title VI Compliance Survey.....	253
Certificate of Non-Illegal Immigrant Use.....	255
Certificate of Non-Collusion	256

CITY OF SPRING HILL
INSTRUCTIONS TO BIDDERS
BIDS TO BE RECEIVED

8/16/2023

Sealed bids for the construction of the Buckner Lane Widening North Segment project will be received by the CITY OF SPRING HILL, at 199 Town Center Parkway, Spring Hill, TN 37174, Attn. April Good, City Recorder, until 2:00 PM CDT August 16th, 2023 and opened publicly at 199 Town Center Parkway, Spring Hill, TN 37174 at 2:00 PM CDT August 16th, 2023. The reading of the bids will begin at 2:00 PM CDT.

The proposed construction shall be performed in accordance with the most current version of the Standard Specifications for Road and Bridge Construction of the Tennessee Department of Transportation, and the Standard Roadway and Structures Drawings of the Tennessee Department of Transportation which are incorporated herein by reference and made a part hereof. In addition, only the Special Provisions contained within the applicable Proposal Contract will be considered binding. Any reference to any Special Provision not contained within the applicable Proposal Contract shall be disregarded. All questions related to the Proposal Contract, Plans, Specifications or Special Provisions shall be directed to the Engineer, David Corley, PE at Kimley-Horn and Associates, Inc., 10 Lea Avenue, Suite 400, Nashville, TN 37210, David.Corley@kimley-horn.com (by 5:00 PM on August 8th, 2023). Information received from other offices of the CITY OF SPRING HILL is strictly advisory.

IMPORTANT NOTICE TO BIDDERS:

Prospective bidders should read the following instructions carefully before submitting their bids. Special attention is called to the regulations of the CITY OF SPRING HILL that total bids, rather than unit prices, will be read. Proposals shall be rejected as being Irregular if they fail to contain a unit price for each item listed. Extensions of the various items must be sub-totaled, carried forward, and shown as a grand total following the last proposal item. All entries must be in ink.

After a bidder has deposited a proposal with the CITY OF SPRING HILL, they can withdraw it only on written request in accordance with Subsection 102.07 of the Tennessee Department of Transportation Standard Specifications.

Any and all documents submitted to the CITY OF SPRING HILL that are associated with this project are subject to the Tennessee Public Records Act. Access to the record is governed by the Tennessee Public Records Act and the policies of the CITY OF SPRING HILL and the Office of Open Records Counsel.

Totals read at the opening of the bids are not guaranteed to be correct and no final award of the contract will be made until bids and extensions have been checked and re-checked.

The CITY OF SPRING HILL reserves the right to reject any bid proposal which is not acceptable to the parties as listed, although such bid proposal would otherwise qualify as the lowest and best bid under the Tennessee Department of Transportation Standard Specifications.

The CITY OF SPRING HILL reserves the right to reject any or all Proposals, to waive technicalities or to advertise for new Proposals, if in the judgment of the awarding authority, the best interest of the CITY OF SPRING HILL will be promoted thereby.

The CITY OF SPRING HILL reserves the right to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make an award in any manner, consistent with law, deemed in the best interest of the CITY OF SPRING HILL.

The CITY OF SPRING HILL reserves the right to cancel the award of any Contract, at any time prior to execution of said Contract by all parties without any liability against the CITY OF SPRING HILL.

The awarding of the contract or rejection of all proposals will be made within 60 days after the formal opening of the proposals. Upon award, a detailed letter of instructions will be forwarded along with appropriate documents to the low bidder.

The CITY OF SPRING HILL hereby notifies all bidders, that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of age, race, color, religion, national origin, sex or disability in consideration for an award.

The CITY OF SPRING HILL is an equal opportunity affirmative action employer, drug-free, with policies of nondiscrimination on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service.

In accordance with Tennessee Code Annotated, Title 12, Chapter 4, Part 1, the Contractor cannot be currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel.

PREQUALIFICATION OF BIDDERS:

Each prospective bidder and subcontractor will be required to file a document entitled "Prequalification Questionnaire." The foregoing shall be filed on a form provided by the Tennessee Department of Transportation. The form must be filled out completely, and the truth and accuracy of the information provided must be certified by a sworn affidavit signed by an officer, partner, owner or other authorized representative of the applicant who has authority to sign contracts or other legal documents on behalf of the applicant. A prospective bidder must be prequalified by and in good standing with the Tennessee Department of Transportation prior to the issuance of a proposal form. A prospective subcontractor must be prequalified by and in good standing with the Tennessee Department of Transportation prior to being approved as a subcontractor. Each prospective bidder or subcontractor shall notify the CITY OF SPRING HILL if there is any subsequent change in the name, organization or contact information provided.

Prospective bidders' "Prequalification Questionnaire" shall be filed with the Tennessee Department of Transportation at least fourteen (14) days prior to the date of opening bids on any letting in which the applicant intends to submit a bid to the CITY OF SPRING HILL, or at least fourteen (14) days prior to the date on which the applicant requests approval as a subcontractor under a contract awarded by the CITY OF SPRING HILL. Bidders intending to submit proposals consistently shall complete and submit the prequalification application annually; however, this document may be changed during such period upon submission of additional favorable reports or upon receipt by the Tennessee Department of Transportation of substantiated evidence of unsatisfactory performance. The Tennessee Department of Transportation reserves the right to request additional information and documentation to clarify and/or verify any information submitted in an applicant's prequalification application.

**The prequalification form can be found at the web address
<http://www.tn.gov/tdot/section/tdot-construction-division>**

A proposal to be used for non-bidding purposes may be issued to any interested party regardless of prequalification. This proposal Contract will be marked "Void for Bidding". A contractor that has purchased a proposal contract that was marked "void for bidding" can buy another book once they are fully prequalified before the bid date.

PRE-BID CONFERENCE

A Pre-Bid Conference will be held at the CITY OF SPRING HILL City Hall, at 199 Town Center Parkway, Spring Hill, TN 37174, on August 2nd, 2023 at 2:00 PM. All Parties Interested in bidding are hereby invited to attend this meeting. Attendance is non-mandatory.

LICENSING REQUIREMENTS

According to the types of funds used, contractor bidding requirements differ. When using Local Government funds and without any Federal funds, proposals shall be completed as described below:

Proposals shall be submitted by a bidder licensed with the Tennessee Department of Commerce and Insurance (TDCI), Board for Licensing Contractors (BLC) on construction contracts where the total cost is twenty-five thousand (\$25,000) or more. In accordance with T.C.A. 62-06-119, proposals and bid documents shall be prepared and administered as follows:

62-06-119. Bid documents -- Penalties.

(a) Any person or entity preparing plans, specifications or any other documentation for inclusion in an invitation to bid or comparable bid document including any electronic bidding documents, shall reference this chapter in such documentation and include a specific statement informing the invited bidder that it is necessary for such bidder to be properly licensed at the time of the bid and provide evidence of compliance with the applicable provisions of this chapter before such bid may be considered.

(b) The person or entity involved in the preparation of the invitation to bid or comparable bid documents, including any electronic bid documents, shall direct that the following information be written upon the bid envelope or provided within the electronic bid document:

(1) The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the prime contract;

(2) The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the masonry contract where the total cost of the materials and labor for the masonry portion of the construction project exceeds one hundred thousand dollars (\$100,000);

(3) The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the electrical, plumbing, heating, ventilation, or air conditioning contracts except when such contractor's portion of the construction project is less than twenty-five thousand dollars (\$25,000);

(4) For each vertical closed loop geothermal heating and cooling project, the company name, department of environment and conservation license number, classification (G, L or G,L) and the expiration date, except when the geothermal portion of the construction project is in an amount less than twenty-five thousand dollars (\$25,000);

(5) Prime contractor bidders who are to perform the masonry portion of the construction project which exceeds one hundred thousand dollars (\$100,000), materials and labor, the electrical, plumbing, heating, ventilation or air conditioning or the geothermal heating and cooling must be so designated; and

(6) Only one (1) contractor in each of the classifications listed above shall be written on the bid envelope or provided within the electronic bid document.

(c) Failure of any bidder to furnish the required information shall void such bid and such bid shall not be considered. Upon opening of the bid envelope or initial opening of an electronic bid, the names of all contractors listed shall be read aloud at the official bid opening and incorporated into the bid. Prior to awarding a contract, the awarding person or entity and its authorized representatives shall verify the accuracy, correctness and completeness of the required information, and any discrepancies found in the spelling of names of bidders, transposition of license numbers, or other similar typographical errors or omissions may be corrected within forty-eight (48) hours after the bid opening excluding weekends and state-recognized holidays.

(d) No invitation to bid may require that any subcontractor be identified, listed or designated until the final bid submission by the prime contractor, or that any prime contractor accept the bid of any subcontractor until the final bid submission by the prime contractor. This subsection (d) shall apply only to design/bid/build procurements where cost is the primary criterion for the contract award.

(e) Any person or entity, public and private, awarding a bid to a contractor who is not licensed in accordance with this chapter shall be subject to the penalty provided in T.C.A. 62-06-120(b).

(f) Notwithstanding the Uniform Administrative Procedures Act, compiled in title 4, chapter 5, relative to the amount of civil penalties that may be imposed, the board may impose a civil penalty not to exceed five thousand dollars (\$5,000) for willful violation of this section.

Because TDOT work classifications and the BLC licensing classifications slightly differ, the Local Government will verify only that the apparent low bidder is licensed in the general classification (e.g., Heavy Construction (HC), Highway, Railroad, Airport Construction (HRA), Specialty (S), Municipal and Utility Construction (MU), or Electrical Contracting (CE)) and not the specific subcategories of these classifications for the type of work involved in the project. This is in recognition that the prime contractor is required to complete 30% of the specific project work and may subcontract the remainder of the work.

Title 48 of Tennessee Code requires all contractors and subcontractors that are domestic or foreign Corporations, Limited Liability Companies, Limited Partnerships, or Limited Liability Partnerships to be in good standing with the Secretary of State (i.e., have a valid Certificate of Existence/Authorization). This includes being duly incorporated, authorized to transact business, and/or in compliance with other requirements as detailed by the Secretary of State.

Bidders that are domestic or foreign corporations, limited liability companies, limited partnerships, or limited liability partnerships, must be in good standing with the Secretary of State (i.e., have a valid Certificate of Existence/Authorization) on or before twenty-one (21) days after proposals are opened.

PROPOSAL BOND

Each proposal must be accompanied by a bidder's bond, or Cashier's Check, or Certified Check made payable to the CITY OF SPRING HILL in an amount equaling not less than five percent (5%) of the amount bid. In the case of optional items in the proposals, the amount of the bidder's bond or check must be in an amount equaling not less than five percent (5%) of the total amount of the bid based on the high option.

If the bidder's bond is offered as guaranty, the bond must be on the form furnished by the CITY OF SPRING HILL and made by a surety company, qualified and authorized to transact business in the State of Tennessee and must be acceptable to the CITY OF SPRING HILL.

If a check is offered as guaranty, the check of the successful bidder will be cashable at the discretion of the CITY OF SPRING HILL, pending the satisfactory execution and acceptance of the contract and the contract bond.

ISSUANCE OF BIDDING DOCUMENTS

This CITY OF SPRING HILL will provide Plans, Proposal Contracts, and Tabulations of Bids virtually. These documents can be downloaded by visiting <https://www.springhilltn.org/bids.aspx>. Tennessee Department of Transportation Standard Specifications can be found at <https://www.tn.gov/tdot/tdot-construction-division/transportation-construction-division-resources/2021-standard-specifications.html>. Tennessee Department of Transportation Standard Drawings can be found at <https://www.tn.gov/tdot/roadway-design/standard-drawings-library.html>. Proposals will be obtainable until the time set for bid receipt.

For those electing for a hardcopy, Tennessee Department of Transportation Standard Drawing Books will be furnished by the Tennessee Department of Transportation at \$100.00 per book plus 9.25% sales tax, for in-state delivery. The most recent version of the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction will be furnished by the Tennessee Department of Transportation at \$12.00 per book plus 9.25% sales tax, for in-state delivery. There will be a minimum charge of \$2.00 on any purchase. All documents will be furnished without refund and transmitted at your risk.

When two or more contractors wish to bid together in a joint venture, each contractor will be required to make a written request for such a proposal to the CITY OF SPRING HILL. This request shall be signed by an authorized signatory of each firm.

Requests for joint venture proposals may be made in person or by telephone. However, the proposal for said joint venture will not be issued until the request in writing, as set forth above, is received by the CITY OF SPRING HILL.

REJECTION OF PROPOSALS

Proposals will be rejected as irregular if prior to the formal opening of the Proposal all of the following documents have not been signed: (1) the bidder shall sign by written signature the Proposal form, (2) the bidder shall sign by written signature the Proposal Certification form; (3) the bidder shall sign by written signature the Proposal Bond form or the Proposal Guarantee, whichever is applicable, (4) the Agent or Attorney-in-Fact representing a Surety Company shall sign by written signature the Proposal Bond, if applicable. In addition, Proposals will be rejected if any of the above signatures are a reproduced copy, such as, but not limited to a photostatic copy or a facsimile transmission. An original, dated and valid Power of Attorney for the Attorney-in-Fact must accompany the Proposal and the Contract. The accompanying Power of Attorney must be dated, and the date must be the exact same date as the date on the Proposal Bond. The Proposal and the Proposal Bond, including the attached Power of Attorney, shall be valid and binding for 60 days subsequent to the date of opening bids.

Proposals shall be completed on the forms as issued. Proposals will be rejected as being irregular if they are not prepared on the prescribed forms; if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind; or if they fail to contain a unit price for each item listed. Proposals may be rejected if any of the unit prices contained therein are mathematically unbalanced, either excessive or below the Engineer's Estimate.

Written alterations to unit prices and extensions of the various items in the bid item sheets of the Proposal or, for computer assisted bids (CAB), in the CAB program generated set of bid item sheets will not be cause for rejection of the Proposal, provided each alteration is made in ink and is initialed by a duly authorized official of the company. In case of conflict between altered unit prices or extensions thereof, the unit price in numerals will govern.

The Plans and Specifications are as much a part of the proposal form as if they were bound therein. All of the documents contained therein are part of the proposal. Proposals shall not be taken apart. Proposals taken apart may be subject to rejection. Photostatic or facsimile copies of Proposal sheets may not be attached to the Proposal. Proposals containing forms not issued by the CITY OF SPRING HILL may be subject to rejection.

Proposals will be rejected as irregular if the bidder fails to acknowledge all addenda.

Proposals will be rejected as irregular when submitted by a bidder who is not prequalified and in good standing on the date of letting in accordance with Subsection 102.01 of the Tennessee Department of Transportation Standard Specifications and Chapter 1680-5-3, Prequalification of Contractors, of the Rules of the Tennessee Department of Transportation.

Proposals will be rejected as irregular when submitted by a bidder who is not licensed according to the requirements as detailed above.

Reasonable grounds for believing that there has been collusion among the Bidders will cause a rejection of all Proposals in which the Bidders involved are interested.

ADDENDA

Addenda to the Proposal will be acknowledged by all bidders. Failure to acknowledge receipt of Addendum Letters is grounds for rejection. Addenda will be available virtually at <https://www.springhilltn.org/bids.aspx>.

RETAINAGE

Effective for all contracts, the CITY OF SPRING HILL will hold 5% retainage from each pay request.

SUBCONTRACTS

Your special attention is called to Section 105 - Control of Work, and Section 108 - Prosecution and Progress of the Tennessee Department of Transportation Standard Specifications, concerning duties of the contractor and subletting of contracts.

CHANGED CONDITIONS

Your special attention is called to Section 104.02 of the Tennessee Department of Transportation Standard Specifications, concerning changed conditions on this contract.

SUBMISSION REQUIREMENTS

Contractor shall provide all required bid documents, as specified in the proposal contract, in a sealed envelope. Sealed envelope shall be labeled with the contractor's name, contractor's address, project name "Buckner Lane Widening North Segment", and the bid opening date and time.

PROPOSAL

TO THE CITY OF SPRING HILL, TENNESSEE

By submitting this Proposal, the undersigned bidder represents that it has carefully examined the site of the work described herein, has become familiar with local conditions and the character and extent of the work; has carefully examined the Plans, the *Standard Specifications for Road and Bridge Construction* (January 1, 2021) adopted by the State of Tennessee, Department of Transportation, with subsequent revisions which are acknowledged to be a part of this Proposal, the Special Provisions, the Proposal Form, the Form of Contract, and the Form of Contract Payment and Performance Bond; and thoroughly understands their stipulations, requirements, and provisions.

The undersigned bidder has determined the quality and quantity of materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and, has arranged for the continuous prosecution of the work herein described.

By submitting this Proposal, the undersigned bidder agrees to provide all necessary equipment, tools, labor, incidentals, and other means of construction, to do all the work, and furnish all the materials of the specified requirements which are necessary to complete the work in accordance with the Plans, and the Specifications, and agrees to accept as payment in full the unit prices for the various items described in the Specifications that are set forth in this Proposal. The bidder understands that the quantities of work specified are approximate only and are subject to increase or decrease and that any such increase or decrease will not affect the unit prices set forth in this Proposal. Compensation for "extra work" which may be required by the CITY OF SPRING HILL in connection with the construction and completion of the work but which was not reflected in the Plans and Specifications at the time of bidding, will be made in the following manner: work for which there is a unit price set forth in this Proposal will be compensated at that unit price; work for which there is no unit price set forth in this Proposal will be compensated in accordance with the applicable Tennessee Department of Transportation Standard Specifications.

By submitting this Proposal, the parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

By submitting this Proposal, the undersigned bidder, if awarded the contract, agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the City and hold it harmless for any costs to the City arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

By submitting this Proposal, the undersigned bidder, if awarded the contract, shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax or provide confirmation from the Department of Revenue that the bidder is not required to register for the Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

By submitting this Proposal, the undersigned bidder hereby agrees to be bound by the award of the Contract and, if awarded the Contract on this Proposal, to execute the required Contract and the required Contract Payment and Performance Bond within ten (10) days after receipt of notice of the award. The undersigned bidder submits herewith the required Proposal guaranty in an amount of not less than five percent (5%) of the total amount of the Proposal offered and agrees and consents that the Proposal guaranty shall immediately be at the disposal of the CITY OF SPRING HILL, not as a penalty, but as an agreed liquidated damage if the required Contract and Contract Payment and Performance Bond are not executed within ten (10) days from receipt of the notice of award.

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 § 12-12-106. This list is generated to identify entities ineligible to contract with the State of Tennessee or any political subdivision of the State per the Iran Divestment Act, T.C.A. §§ 12-12-101 – 113, and the current list may be found at the Tennessee Department of General Services, Central Procurement Office, website under the Public Information Library webpage at the following link: [http://tn.gov/assets/entities/generalservices/cpo/attachments/List of persons pursuant to Tenn. Code Ann. 12-12-106. Iran Divestment Act-July.pdf](http://tn.gov/assets/entities/generalservices/cpo/attachments/List%20of%20persons%20pursuant%20to%20Tenn.%20Code%20Ann.%2012-12-106.%20Iran%20Divestment%20Act-July.pdf).

THIS PROPOSAL SUBMITTED BY:

Jones Bros Contractors LLC
Bidder (1)

By: [Signature]

Cody Jackson Senior Project Manager
Printed Name and Title

1010 Pleasant Grove Place, Suite 300
Address

Mt. Juliet, TN 37122
City/State/Zip

Bidder (1) being a LLC composed of officers, partners, or owners as follows:
(Type of business entity)

W. Andrews Well / President
Name/Title

Jimmy McCulloch / Executive Vice President
Name/Title

Name/Title

Bidder (2)*

By: _____

Printed Name and Title

Address

City/State/Zip

Bidder (2) being a _____ composed of officers, partners, or owners as follows:
(Type of business entity)

Name/Title

Name/Title

Name/Title

BID FORM

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$350,000.00	\$350,000.00
201-01	CLEARING AND GRUBBING	LS	1	\$725,000.00	\$725,000.00
202-01	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$225,000.00	\$225,000.00
202-04.01	REMOVAL OF STRUCTURES (BOX BRIDGE, STA. 74+60)	LS	1	\$35,000.00	\$35,000.00
202-04.02	REMOVAL OF STRUCTURES (BOX BRIDGE, STA. 83+40)	LS	1	\$35,000.00	\$35,000.00
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	38208	\$15.00	\$573,120.00
203-02.01	BORROW EXCAVATION (GRADED SOLID ROCK)	TON	19	\$50.00	\$950.00
203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	10798	\$1.00	\$10,798.00
203-04	PLACING AND SPREADING TOPSOIL	C.Y.	6475	\$35.00	\$226,625.00
203-05	UNDERCUTTING	C.Y.	3240	\$35.00	\$113,400.00
203-06	WATER	M.G.	335	\$6.00	\$2,010.00
204-08	FOUNDATION FILL MATERIAL	C.Y.	36	\$100.00	\$3,600.00
204-08.01	BACKFILL MATERIAL (FLOWABLE FILL)	C.Y.	35	\$300.00	\$10,500.00
209-05	SEDIMENT REMOVAL	C.Y.	663	\$25.50	\$16,906.50
209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	11876	\$1.75	\$20,783.00
209-08.03	TEMPORARY SILT FENCE (WITHOUT BACKING)	L.F.	18104	\$5.50	\$99,572.00
209-08.07	ROCK CHECK DAM	EACH	87	\$750.00	\$65,250.00
209-08.08	ENHANCED ROCK CHECK DAM	EACH	20	\$925.00	\$18,500.00
209-09.04	SEDIMENT FILTER BAG(15' X 10')	EACH	4	\$1,200.00	\$4,800.00
209-09.43	CURB INLET PROTECTION (TYPE 4)	EACH	100	\$175.00	\$17,500.00
209-40.34	CATCH BASIN PROTECTION (TYPE E)	EACH	11	\$175.00	\$1,925.00
209-40.43	CATCH BASIN FILTER ASSEMBLY (TYPE 3)	EACH	1	\$600.00	\$600.00
209-40.46	CATCH BASIN FILTER ASSEMBLY (TYPE 6)	EACH	85	\$600.00	\$51,000.00
209-40.47	CATCH BASIN FILTER ASSEMBLY (TYPE 7)	EACH	7	\$600.00	\$4,200.00
209-65.04	TEMPORARY IN STREAM DIVERSION	L.F.	1750	\$50.00	\$87,500.00
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	33020	\$32.00	\$1,056,640.00
303-01.01	GRANULAR BACKFILL (ROADWAY)	TON	2800	\$50.00	\$140,000.00
303-10.01	MINERAL AGGREGATE (SIZE 57)	TON	112	\$50.00	\$5,600.00
307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	460	\$120.00	\$55,200.00

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ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
307-02.01	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING A	TON	520	\$163.00	\$83200.00
307-02.08	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING B-M2	TON	9345	\$135.00	\$1261575.00
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	66	\$785.00	\$51810.00
402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	217	\$50.00	\$10850.00
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	16.5	\$785.00	\$12952.50
407-20.05	SAW CUTTING ASPHALT PAVEMENT	L.F.	11150	\$4.00	\$44600.00
411-01.07	ACS MIX (PG64-22) GRADING E SHOULDER	TON	505	\$165.00	\$83325.00
411-01.10	ACS MIX (PG64-22) GRADING D	TON	500	\$165.00	\$82500.00
411-02.10	ACS MIX (PG70-22) GRADING D	TON	3695	\$180.00	\$665100.00
415-01.01	COLD PLANING BITUMINOUS PAVEMENT	TON	850	\$41.10	\$34935.00
604-01.20	BOX TUBE SAFETY RAIL	L.F.	152	\$225.00	\$34200.00
604-02.01	CLASS A CONCRETE (BOX BRIDGES)	C.Y.	475	\$1400.00	\$665000.00
604-02.02	STEEL BAR REINFORCEMENT (BOX BRIDGES)	LB.	97300	\$1.70	\$165410.00
607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	7078	\$130.00	\$920140.00
607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	L.F.	866	\$165.00	\$142890.00
607-06.02	30" CONCRETE PIPE CULVERT (CLASS III)	L.F.	1211	\$195.00	\$236145.00
607-07.02	36" CONCRETE PIPE CULVERT (CLASS III)	L.F.	474	\$235.00	\$111390.00
607-09.02	48" CONCRETE PIPE CULVERT (CLASS III)	L.F.	877	\$355.00	\$311335.00
607-39.02	18" PIPE CULVERT (SIDE DRAIN)	L.F.	71	\$130.00	\$9230.00
607-39.03	24" PIPE CULVERT (SIDE DRAIN)	L.F.	39	\$160.00	\$6240.00
611-01.02	MANHOLES, > 4' - 8' DEPTH	EACH	2	\$5500.00	\$11000.00
611-01.20	ADJUSTMENT OF EXISTING MANHOLE	EACH	1	\$2150.00	\$2150.00
611-07.01	CLASS A CONCRETE (PIPE ENDWALLS)	C.Y.	12.22	\$1500.00	\$18330.00
611-07.02	STEEL BAR REINFORCEMENT (PIPE ENDWALLS)	LB.	851	\$2.80	\$2382.80
611-07.54	18IN ENDWALL (CROSS DRAIN) 3:1	EACH	2	\$2200.00	\$4400.00
611-07.55	18IN ENDWALL (CROSS DRAIN) 4:1	EACH	4	\$2200.00	\$8800.00
611-07.57	24IN ENDWALL (CROSS DRAIN) 3:1	EACH	2	\$2850.00	\$5700.00
611-07.58	24IN ENDWALL (CROSS DRAIN) 4:1	EACH	3	\$2850.00	\$8550.00
611-07.61	30IN ENDWALL (CROSS DRAIN) 4:1	EACH	1	\$5750.00	\$5750.00
611-07.70	48IN ENDWALL (CROSS DRAIN) 4:1	EACH	2	\$13000.00	\$26000.00
611-12.01	CATCH BASINS, TYPE 12, 0' - 4' DEPTH	EACH	38	\$7000.00	\$266000.00

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
611-12.02	CATCH BASINS, TYPE 12, > 4' - 8' DEPTH	EACH	42	\$8000.00	\$336000.00
611-12.03	CATCH BASINS TYPE 12, > 8' - 12' DEPTH	EACH	4	\$11000.00	\$44000.00
611-14.02	CATCH BASINS, TYPE 14, > 4' - 8' DEPTH	EACH	8	\$10000.00	\$80000.00
611-42.01	CATCH BASINS, TYPE 42, 0' - 4' DEPTH	EACH	6	\$6500.00	\$39000.00
611-42.02	CATCH BASINS, TYPE 42, > 4' - 8' DEPTH	EACH	3	\$7000.00	\$21000.00
621-03.01	15" TEMPORARY DRAINAGE PIPE	L.F.	59	\$80.00	\$4720.00
621-03.03	24" TEMPORARY DRAINAGE PIPE	L.F.	221	\$115.00	\$25415.00
621-03.04	30" TEMPORARY DRAINAGE PIPE	L.F.	86	\$145.00	\$12470.00
701-01.01	CONCRETE SIDEWALK (4")	S.F.	22600	\$6.00	\$135600.00
701-02	CONCRETE DRIVEWAY	S.F.	5300	\$10.00	\$53000.00
701-02.03	CONCRETE CURB RAMP	S.F.	3750	\$12.00	\$45000.00
701-03	CONCRETE MEDIAN PAVEMENT	C.Y.	45	\$450.00	\$20250.00
702-01	CONCRETE CURB	C.Y.	155	\$515.00	\$79825.00
702-01.01	EXTRUDED SLOPING CURB	L.F.	715	\$10.00	\$7150.00
702-03	CONCRETE COMBINED CURB & GUTTER	C.Y.	710	\$415.00	\$294650.00
707-03.08	TEMPORARY STOCK FENCE	L.F.	1500	\$13.20	\$19800.00
707-08.11	HIGH-VISIBILITY CONSTRUCTION FENCE	L.F.	190	\$1.75	\$332.50
709-05.05	MACHINED RIP-RAP (CLASS A-3)	TON	5680	\$50.00	\$284000.00
709-05.06	MACHINED RIP-RAP (CLASS A-1)	TON	1268	\$63.00	\$79884.00
709-05.08	MACHINED RIP-RAP (CLASS B)	TON	710	\$63.00	\$44730.00
709-05.09	MACHINED RIP-RAP (CLASS C)	TON	195	\$63.00	\$12285.00
710-02	AGGREGATE UNDERDRAINS (WITH PIPE)	L.F.	12650	\$11.25	\$142312.50
712-01	TRAFFIC CONTROL	LS	1	\$600000.00	\$600000.00
712-02.02	INTERCONNECTED PORTABLE BARRIER RAIL	L.F.	540	\$75.00	\$40500.00
712-02.60	TEMPORARY WORKZONE CRASH CUSHION (MASH TL-3)	EACH	4	\$14000.00	\$56000.00
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	301	\$45.00	\$13545.00
712-04.50	BARRIER RAIL DELINEATOR	EACH	54	\$15.00	\$810.00
712-05.01	WARNING LIGHTS (TYPE A)	EACH	39	\$45.00	\$1755.00
712-06	SIGNS (CONSTRUCTION)	S.F.	1211	\$8.00	\$9688.00
712-07.02	TEMPORARY BARRICADES (TYPE II)	L.F.	4	\$13.00	\$52.00
712-07.03	TEMPORARY BARRICADES (TYPE III)	L.F.	216	\$16.00	\$3456.00

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
713-02.21	SIGN POST DELINEATION ENHANCEMENT	L.F.	85	\$6.85	\$582.25
713-11.01	"U" SECTION STEEL POSTS	LB.	1215	\$6.85	\$8322.75
713-11.02	PERFORATED/KNOCKOUT SQUARE TUBE POST	LB.	520	\$6.85	\$3562.00
713-13.02	FLAT SHEET ALUMINUM SIGNS (0.080" THICK)	S.F.	210	\$18.00	\$3780.00
713-13.03	FLAT SHEET ALUMINUM SIGNS (0.100" THICK)	S.F.	240	\$20.00	\$4800.00
713-15	REMOVAL OF SIGNS, POSTS AND FOOTINGS	LS	1	\$2750.00	\$2750.00
713-16.20	SIGNS (R10-12)	EACH	4	\$140.00	\$560.00
713-16.21	SIGNS (R10-15)	EACH	7	\$120.00	\$840.00
713-16.22	SIGNS (INTERNALLY ILLUMINATED SIGNS, MAST ARM MOUNTING)	EACH	10	\$3040.00	\$30400.00
714-05.04	PULL BOXES (TYPE C)	EACH	15	\$763.00	\$11445.00
714-06.03	CABLE (1/C # 10 AWG)	L.F.	5225	\$1.30	\$6792.50
714-09.47	LED LUMINAIRES (ATTACHED TO CANTILEVER SIGNAL SUPPORT)	EACH	10	\$1820.00	\$18200.00
716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	125	\$40.00	\$5000.00
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	450	\$25.00	\$11250.00
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	25	\$250.00	\$6250.00
716-02.08	PLASTIC PAVEMENT MARKING (8" DOTTED LINE)	L.F.	1120	\$5.00	\$5600.00
716-02.09	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK)	L.F.	570	\$50.00	\$28500.00
716-02.12	PLASTIC PAVEMENT MARKING (8IN LINE)	L.M.	0.45	\$12000.00	\$5400.00
716-04.01	PLASTIC PAVEMENT MARKING (STRAIGHT-TURN ARROW)	EACH	3	\$500.00	\$1500.00
716-04.04	PLASTIC PAVEMENT MARKING (TRANSVERSE SHOULDER)	L.F.	1620	\$10.00	\$16200.00
716-04.14	PLASTIC PAVEMENT MARKING (LANE REDUCTION ARROW)	EACH	2	\$600.00	\$1200.00
716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	L.M.	13.768	\$1200.00	\$16521.60
716-05.05	PAINTED PAVEMENT MARKING (STOP LINE)	L.F.	538	\$12.00	\$6456.00
716-05.06	PAINTED PAVEMENT MARKING (TURN LANE ARROW)	EACH	38	\$125.00	\$4750.00
716-05.09	PAINTED PAVEMENT MARKING (STRAIGHT-TURN ARROW)	EACH	6	\$175.00	\$1050.00
716-05.11	PAINTED PAVEMENT MARKING (STRAIGHT ARROW)	EACH	10	\$125.00	\$1250.00
716-08.01	REMOVAL OF PAVEMENT MARKING (LINE)	L.F.	11190	\$1.25	\$13987.50
716-08.05	REMOVAL OF PAVEMENT MARKING (STOP LINE)	L.F.	58	\$10.00	\$580.00

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ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
716-08.06	REMOVAL OF PAVEMENT MARKING (TURN LANE ARROW)	EACH	9	\$100.00	\$900.00
716-08.23	REMOVAL OF PAVEMENT MARKING (STRAIGHT ARROW)	EACH	15	\$100.00	\$1,500.00
716-12.02	ENHANCED FLATLINE THERMO PVMT MRKNG (6IN LINE)	L.M.	3.8	\$7200.00	\$27360.00
717-01	MOBILIZATION	LS	1	\$800,000.00	\$800,000.00
725-02.79	FIBER SPLICE ENCLOSURE (UNDERGROUND)	EACH	5	\$941.00	\$4705.00
725-23.12	FIBER OPTIC CABLE (48 F)	L.F.	7600	\$3.20	\$24320.00
725-23.21	FIBER OPTIC DROP CABLE (12 F)	L.F.	750	\$2.20	\$1650.00
725-23.28	FIBER OPTIC SPLICE FUSION	EACH	60	\$348.00	\$20880.00
725-23.31	FIBER OPTIC DROP PANEL (12 F)	EACH	3	\$807.00	\$2421.00
725-28.07	ETHERNET SWITCH (FIELD LAYER 2)	EACH	3	\$7630.00	\$22890.00
725-28.20	SYSTEM INTEGRATION	LS	1	\$7205.00	\$7205.00
725-28.23	TRAINING	LS	1	\$4355.00	\$4355.00
730-01.08	SCHOOL SPEED LIMIT FLASHING SIGNAL INSTALLED	EACH	2	\$6955.00	\$13910.00
730-01.12	SOLAR PANEL & POWER SYSTEM UNIT	EACH	2	\$1575.00	\$3150.00
730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	EACH	17	\$1430.00	\$24310.00
730-02.17	SIGNAL HEAD ASSEMBLY (150 A2H WITH BACKPLATE)	EACH	4	\$2345.00	\$9380.00
730-03.21	INSTALL PULL BOX (TYPE B)	EACH	15	\$970.00	\$14550.00
730-03.23	INSTALL PULL BOX (FIBER OPTIC-TYPE A)	EACH	9	\$3545.00	\$31905.00
730-03.24	INSTALL PULL BOX (FIBER OPTIC-TYPE B)	EACH	5	\$4330.00	\$21650.00
730-05.01	ELECTRICAL SERVICE CONNECTION	EACH	3	\$4135.00	\$12405.00
730-08.01	SIGNAL CABLE - 3 CONDUCTOR	L.F.	2050	\$0.95	\$1947.50
730-08.02	SIGNAL CABLE - 5 CONDUCTOR	L.F.	2275	\$1.80	\$4095.00
730-08.03	SIGNAL CABLE - 7 CONDUCTOR	L.F.	3300	\$2.10	\$6930.00
730-08.04	SIGNAL CABLE - 9 CONDUCTOR	L.F.	750	\$2.20	\$1650.00
730-12.02	CONDUIT 2" DIAMETER (PVC)	L.F.	850	\$15.50	\$13175.00
730-12.03	CONDUIT 3" DIAMETER (PVC)	L.F.	125	\$22.50	\$2812.50
730-12.13	CONDUIT 2" DIAMETER (JACK AND BORE)	L.F.	1100	\$18.00	\$19800.00
730-12.14	CONDUIT 3" DIAMETER (JACK AND BORE)	L.F.	1100	\$23.00	\$25300.00
730-12.16	CONDUIT (2" DIAMETER SCHEDULE 80 PVC, DIRECTIONAL DRILL)	L.F.	5800	\$17.50	\$101500.00

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
730-12.17	CONDUIT (3" DIAMETER HDPE, DIRECTIONAL DRILL)	L.F.	775	\$29.00	\$22475.00
730-13.07	VEHICLE DETECTOR (SIREN ACTIVATED PRIORITY CONTROL)	EACH	8	\$4860.00	\$38880.00
730-13.08	VEHICLE DETECTOR (RADAR, STOP LINE)	EACH	8	\$9595.00	\$76760.00
730-13.09	VEHICLE DETECTOR (RADAR, ADVANCE)	EACH	6	\$10750.00	\$64500.00
730-15.07	CABINET (TS2, TYPE 1, BASE MOUNTED)	EACH	3	\$31450.00	\$94350.00
730-16.04	CONTROLLER (ATC)	EACH	3	\$11650.00	\$34950.00
730-23.30	PEDESTAL POLE (TYPE A)	EACH	6	\$2365.00	\$14190.00
730-23.64	CANTILEVER SIGNAL SUPPORT (1 ARM @ 30')	EACH	1	\$29400.00	\$29400.00
730-23.72	CANTILEVER SIGNAL SUPPORT (1 ARM @ 35')	EACH	1	\$29750.00	\$29750.00
730-23.80	CANTILEVER SIGNAL SUPPORT (1 ARM @ 40')	EACH	1	\$30950.00	\$30950.00
730-23.88	CANTILEVER SIGNAL SUPPORT (1 ARM @ 45')	EACH	1	\$33350.00	\$33350.00
730-23.96	CANTILEVER SIGNAL SUPPORT (1 ARM @ 50')	EACH	2	\$35500.00	\$71000.00
730-23.97	CANTILEVER SIGNAL SUPPORT (1 ARM @ 55')	EACH	2	\$40400.00	\$80800.00
730-23.98	CANTILEVER SIGNAL SUPPORT (1 ARM @ 60')	EACH	2	\$4900.00	\$9800.00
730-26.05	COUNTDOWN PEDESTRIAN SIGNAL	EACH	5	\$819.00	\$4095.00
730-26.06	PEDESTRIAN PUSHBUTTON POST	EACH	3	\$1985.00	\$5955.00
730-26.09	PEDESTRIAN PUSHBUTTON WITH 15IN SIGN	EACH	5	\$1395.00	\$6975.00
730-26.11	COUNTDOWN PED SGNL HEAD W/AUDIBLE PUSH BUTTON & 15IN SIGN	EACH	9	\$2045.00	\$18405.00
730-35.06	BATTERY BACK-UP AND POWER CONDITIONER	EACH	3	\$12200.00	\$36600.00
740-10.03	GEOTEXTILE (TYPE III)(EROSION CONTROL)	S.Y.	3345	\$4.75	\$15888.75
740-10.04	GEOTEXTILE (TYPE IV)(STABILIZATION)	S.Y.	10520	\$3.75	\$39450.00
797-07.60	ADJUST EXISTING MANHOLE	EACH	4	\$2500.00	\$10000.00
801-02	SEEDING (WITHOUT MULCH)	UNIT	11	\$100.00	\$1100.00
801-03	WATER (SEEDING & SODDING)	M.G.	495	\$75.00	\$37125.00
803-01	SODDING (NEW SOD)	S.Y.	48900	\$4.90	\$239610.00
805-12.01	EROSION CONTROL BLANKET (TYPE I)	S.Y.	1220	\$1.00	\$1220.00
805-12.05	TURF REINFORCEMENT MAT (CHANNEL LINER)	S.Y.	8100	\$6.00	\$48600.00
UTILITY ITEMS (WATER)					
1	8 IN PVC WATER LINE	L.F.	170	\$130.00	\$22100.00
2	10 IN PVC WATER LINE	L.F.	5143	\$140.00	\$720020.00

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
3	10 IN DIP WATER LINE	L.F.	100	\$190.00	\$19,000.00
4	3/4 IN PEXa SERVICE PIPE	L.F.	400	\$95.00	\$38,000.00
5	1 IN PEXa SERVICE PIPE	L.F.	82	\$95.00	\$7,790.00
6	3/4 IN WATER SERVICE METER ASSEMBLY	EACH	9	\$2,600.00	\$23,400.00
7	RECONNECT EXISTING WATER SERVICE METER ASSEMBLY	EACH	4	\$2,200.00	\$8,800.00
8	2 IN SERVICE CASING PIPE (HDD)	L.F.	160	\$355.00	\$56,800.00
9	2 IN SERVICE CASING PIPE (OPEN CUT)	L.F.	200	\$190.00	\$38,000.00
10	D.I. FITTINGS	LBS	14000	\$9.00	\$126,000.00
11	5 & 1/4 IN FIRE HYDRANT ASSEMBLY	EACH	6	\$9,500.00	\$57,000.00
12	8 IN GATE VALVE ASSEMBLY	EACH	1	\$3,500.00	\$3,500.00
13	10 IN GATE VALVE ASSEMBLY	EACH	13	\$5,000.00	\$65,000.00
14	10IN X 8IN TAPPING SLEEVE AND 8IN GATE VALVE	EACH	1	\$10,000.00	\$10,000.00
15	CONNECT TO EXISTING 10IN WATER LINE	EACH	10	\$5,000.00	\$50,000.00
16	CONNECT TO EXISTING 8IN WATER LINE	EACH	1	\$4,500.00	\$4,500.00
17	CONNECT TO EXISTING 6IN WATER LINE	EACH	1	\$4,000.00	\$4,000.00
18	RETIRE-IN-PLACE EXISTING WATER LINE (ALL SIZES)	L.F.	4900	\$7.50	\$36,750.00
19	REMOVE EXISTING FIRE HYDRANT ASSEMBLY	EACH	6	\$625.00	\$3,750.00
20	REMOVE EXISTING VALVE ASSEMBLY	EACH	14	\$530.00	\$7,420.00
21	16 IN STEEL CASING PIPE OPEN-CUT METHOD	L.F.	95	\$355.00	\$33,725.00
22	20 IN STEEL CASING PIPE OPEN-CUT METHOD	L.F.	87	\$570.00	\$49,590.00
23	20 IN STEEL CASING PIPE BORE AND JACK	L.F.	170	\$720.00	\$122,400.00
24	CONCRETE ENCASEMENT	L.F.	120	\$160.00	\$19,200.00
25	ARAP CREEK CROSSING	EACH	2	\$20,000.00	\$40,000.00
UTILITY ITEMS (SEWER)					
1	8IN PVC GRAVITY SEWER 0FT-10FT DEPTH (WITHIN ROADWAY)	L.F.	229	\$330.00	\$75,570.00
2	8IN PVC GRAVITY SEWER 0FT-10FT DEPTH (OUTSIDE OF ROADWAY)	L.F.	118	\$155.00	\$18,290.00
3	8IN PVC GRAVITY SEWER 10FT-15FT DEPTH (WITHIN ROADWAY)	L.F.	94	\$450.00	\$42,300.00
4	8IN PVC GRAVITY SEWER 10FT-15FT DEPTH (OUTSIDE OF ROADWAY)	L.F.	69	\$170.00	\$11,730.00
5	18IN PVC GRAVITY SEWER 10FT-15FT DEPTH (OUTSIDE OF ROADWAY)	L.F.	12	\$500.00	\$6,000.00

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
6	48IN MANHOLE 0FT-10FT DEPTH (OUTSIDE OF ROADWAY)	EACH	2	\$6800.00	\$13600.00
7	48IN MANHOLE 10FT-15FT DEPTH (WITHIN ROADWAY)	EACH	1	\$7200.00	\$7200.00
8	48IN MANHOLE 10FT-15FT DEPTH (OUTSIDE OF ROADWAY)	EACH	2	\$6200.00	\$12,400.00
9	48IN MANHOLE ADJUSTMENT INCREASE HEIGHT	V.L.F.	18	\$640.00	\$11,520.00
10	48IN MANHOLE ADJUSTMENT DECREASE HEIGHT	V.L.F.	1.5	\$1,450.00	\$2,175.00
11	CONNECT TO EXISTING MANHOLE	EACH	1	\$7000.00	\$7000.00
12	CONNECT PROPOSED MANHOLE TO EXISTING SEWER LINE	EACH	2	\$1,500.00	\$3,000.00
13	ARAP CREEK CROSSING	L.S.	1	\$17,500.00	\$17,500.00
14	RETIRE-IN-PLACE EXISTING SEWER LINE (ALL SIZES)	L.F.	203	\$30.00	\$6,090.00
15	REMOVE EXISTING MANHOLE	EACH	1	\$575.00	\$575.00
TOTAL BID PRICE				\$16,186,559.15	

Total in Words: Sixteen Million One Hundred Eighty-Six Thousand, Five Hundred fifty-nine dollars and fifteen cents

Contractor Name: Jones Bros Contractors, LLC

Phone: 615-864-7388

Authorized Representative Signature: [Signature]

Print Name: Cindy Jackson

Date: 8/16/2023

* JBC acknowledges the following addenda:

Addendum 1 dated 8/14/2023

Addendum 2 dated 8/10/2023

PROPOSAL CERTIFICATION

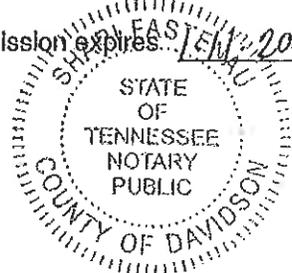
The undersigned, being first duly sworn, certifies on behalf of the bidder that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Proposal or Contract. This is an official document that is required or authorized by law to be made under oath and is presented in an official proceeding. A person who makes a false statement in this certification is subject to the penalties of perjury.

The undersigned further certifies that said bidder is not under the control of any person, firm, partnership, or corporation, which has or exercises any control of any other person, firm, partnership, or corporation, which is submitting a bid on this Contract.

Jones Bros Contractors LLC Cady Jackson Sworn to and subscribed before me
Bidder (1)

By: Cady Jackson this 16 day of August
Cady Jackson Senior Project Mgr Mari Jackson
Printed Name and Title Notary Public

My commission expires 12/31/2026



(Seal)

_____ Sworn to and subscribed before me
Bidder (2)

By: _____ this _____ day of _____ , _____

_____ Printed Name and Title _____ Notary Public

My commission expires _____

(Seal)

***NOTE: The signature and information for Bidder (2) is to be provided when there is a joint venture.**

CITY OF SPRING HILL, TENNESSEE

PROPOSAL BOND

CONTRACT NO. _

Principal: Jones Bros. Contractors, LLC
Print Name of Principal

Surety: Western Surety Company
Print Name of Surety

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety above named, are held and firmly bound unto the CITY OF SPRING HILL in the full and just sum of five percent (5%) of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the Proposal, and if the CITY OF SPRING HILL shall award a Contract to the Principal, the Principal shall, within ten (10) days after written notice of the award is received by him, fully execute a Contract on the basis of the terms, conditions and unit prices set forth in his Proposal or bid and provide bonds with good and sufficient surety, as required for the faithful performance of the Contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal withdraws its bid after bids are opened, or after award of the Contract has been made fails to execute such the Contract and/or such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the Proposal Bond shall be immediately paid to the CITY OF SPRING HILL, not as a penalty, but as agreed upon liquidated damages.

IN WITNESS WHEREOF, the Principal has caused these presents to be signed by a duly authorized official and the Surety has caused these presents to be duly signed and sealed by an authorized agent or attorney-in-fact.

Jones Bros. Contractors, LLC

Western Surety Company

Principal (1)

Surety (1)

By:

[Handwritten Signature]

By:

[Handwritten Signature]

W

General Agent or Attorney-in-Fact

William R. Stewart

Elizabeth A. Hartzberg, Attorney-in-Fact

Print Name and Title

August 16, 2023

Services President

Date

8-16-23

Date

(Seal)

Principal (2)

Surety (2)

By:

By:

General Agent or Attorney-in-Fact

Print Name and Title

Date

Date

(Seal)

*NOTE: The signature and information for Principal(2) and Surety(2) is to be provided when there is a joint venture.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint Elizabeth A Hartzberg

Individually

of Pittsburgh PA its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond Number: N/A
Principal: Jones Bros. Contractors, LLC
Obligee: City of Spring Hill

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of April, 2023.

WESTERN SURETY COMPANY



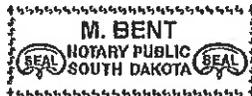
Larry Kasten
Larry Kasten, Vice President

State of South Dakota .) ss
County of Minnehaha

On this 27th day of April, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of August, 2023.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."



AFFIDAVIT

STATE OF TENNESSEE DRUG-FREE WORKPLACE AFFIDAVIT

COUNTY OF Wilson OF PRIME BIDDER

NOW COMES AFFIANT, who being duly sworn, deposes and says:

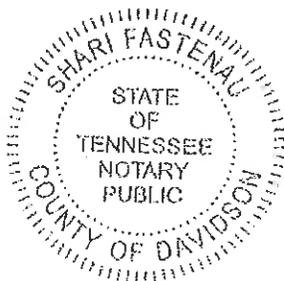
1. He She is the principal officer for Tones Bros Contractors LLC;
2. That the bidding entity has submitted a bid to the City of Spring Hill for the construction of Buckner Lane Widening Ph. 2;
3. That the bidding entity employs no less than five (5) employees;
4. That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with §50-9-113, *Tennessee Code Annotated*.
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.

[Signature]
AFFIANT

SUBSCRIBED AND SWORN TO before me this 16 day of August, 20 .

[Signature]
NOTARY PUBLIC



My Commission expires: 1. 11. 2024

50-9-113. State and local government construction contracts.

- (a) Each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services or who is awarded a contract to provide construction services or who provides construction services to the state or local government shall submit an affidavit stating that such employer has a drug-free workplace program that complies with this chapter, in effect at the time of such submission of a bid at least to the extent required of governmental entities. Any private employer that certifies compliance with the drug-free workplace program, only to the extent required by this section, shall not receive any reduction in workers' compensation premiums and shall not be entitled to any other benefit provided by compliance with the drug-free workplace program set forth in this chapter. Nothing in this section shall be construed to reduce or diminish the rights or privileges of any private employer who has a drug-free workplace program that fully complies with this chapter. For purposes of compliance with this section, any private employer shall obtain a certificate of compliance with the applicable portions of the Drug-free Workplace Act from the department of labor and workforce development. No local government or state governmental entity shall enter into any contract or award a contract for construction services with an employer who does not comply with the provisions of this section.
- b) For the purposes of this section, "employer" does not include any utility or unit of local government. "Employer" includes any private company and/or corporation.
- (c) If it is determined that an employer subject to the provisions of this section has entered into a contract with a local government or state agency and such employer does not have a drug-free workplace pursuant to this section, such employer shall be prohibited from entering into another contract with any local government or state agency until such employer can prove compliance with the drug-free workplace program pursuant to this section. If the same employer again contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then such employer shall be prohibited from entering into another contract with any local government or state agency for not less than three (3) months from the date such violation was discovered and verified and shall be prohibited from entering into another contract until such employer complies with the drug-free workplace program pursuant to this section. If the same employer for a third time contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then such employer shall be prohibited from entering into another contract with any local government or state agency for not less than one (1) year from the date such violation was discovered and verified and shall be prohibited from entering into another contract until such employer complies with the drug-free workplace program pursuant to this section.
- (d) A written affidavit by the principal officer of a covered employer provided to a local government at the time such bid or contract is submitted stating that the employer is in compliance with this section shall absolve the local government of all further responsibility under this section and any liability arising from the employer's compliance or failure of compliance with the provisions of this section.

[Acts 2000, ch.918, §§ 1,2.]

CITY OF SPRING HILL, TENNESSEE
BUCKNER LANE WIDENING NORTH SEGMENT

INDEMNIFICATION AGREEMENT

James Bros Contractors, LLC

(NAME OF CONTRACTING COMPANY)

agrees to indemnify and save, the Government of Spring Hill; the City of Spring Hill; Kimley-Horn and Associates, Inc.; and sub-consultants working under Kimley-Horn and Associates, Inc.; on or off duty, officers, and employees of the City of Spring Hill; Kimley-Horn and Associates, Inc.; and sub-consultants working under Kimley-Horn and Associates, Inc., harmless from any and all losses, damages and expenses, including court costs and attorney's fees, by reason of any loss, whatsoever, arising out of or in consequence of the work done in connection with the contract of which this Agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Spring Hill; Kimley-Horn and Associates, Inc.; and those sub-consultants working under Kimley-Horn and Associates, Inc., on this project.

The contractor further agrees to protect, defend, and save the City its elected and appointed officials, agents, employees and volunteers while working in the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of their defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, subcontractors, representative or the City under this agreement.

James Bros Contractors, LLC, W. Andrew Wall
Company

President
Title 

8/16/83
Date



CITY OF SPRING HILL CONSTRUCTION CONTRACT

CERTIFICATE OF NONDISCRIMINATION

As Bidder, Contractor, or Subcontractor on City of Spring Hill Construction Project,

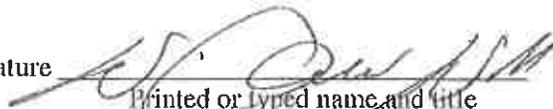
W. Andrew Wall

1. the undersigned states that he does not discriminate against any subcontractor, employee or applicant for employment on the grounds of race, color, national origin or sex and, if awarded a contract for this project, agrees in performance of work:
2. not to discriminate against any subcontractor, employee, or applicant for employment on the grounds of race, color, national origin or sex;
3. to maintain payrolls of laborers and mechanics employed on this contract until 90 days after final release and final payment by the City;
4. require a similar certificate to be executed by each subcontractor at the time a subcontractor is executed under the contract with the requirement that such subcontractor agrees to require a similar certificate of requirement on any lower tier of subcontractors.

Contractor's Name Jones Bros Contracting LLC

Date 8/16/23

Signature


Printed or typed name and title

Title President



CITY OF SPRING HILL

TITLE VI COMPLIANCE SURVEY

The City of Spring Hill intends to fully comply with the Tennessee Department of Transportation's policy regarding TITLE VI of the CIVIL RIGHTS ACT of 1964; 49 CFT, PART 21; related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance from the U.S. Department of Transportation on the grounds of race, color, gender, age, disability or national origin.

Please complete the following information:

NAME OF COMPANY Jones Bros. Contracting, LLC

NAME OF OWNER/CONTRACTOR: W. Andrew Wall

ADDRESS OF OWNER/CONTRACTOR: 1010 Pleasant Grove Place, Suite 300

COUNTY: Wilson County

TYPE OF SERVICES PROVIDED: Earthwork, utilities, asphalt paving, concrete paving, bridgework

CONTRACT: Buckner Lane Widening

OWNER/CONTRACTOR (Race/Gender)	EMPLOYEES (Number in each category)
White Male <input checked="" type="checkbox"/>	White Males <u>724</u>
White Female <input type="checkbox"/>	White Females <u>20</u>
African-American Male <input type="checkbox"/>	African-American Males <u>62</u>
African-American Female <input type="checkbox"/>	African-American Females <u>10</u>
Hispanic Male <input type="checkbox"/>	Hispanic Males <u>156</u>
Hispanic Female <input type="checkbox"/>	Hispanic Females <u>10</u>
Native American Male <input type="checkbox"/>	Native American Males <u>10</u>
Native American Female <input type="checkbox"/>	Native American Females <u>8</u>
Asian-American Male <input type="checkbox"/>	Asian-American Males <u> </u>
Asian-American Female <input type="checkbox"/>	Asian-American Females <u> </u>
Other <u>Two or more races</u> Male <input type="checkbox"/>	Other <u>Two or more races</u> Males <u>24</u>
Other <u> </u> Females <input type="checkbox"/>	Other <u> </u> Females <u> </u>



**City of Spring Hill
Assurance of Compliance Under Title VI of the Civil Rights Act of 1964**

*Jones Bros Contractors LLC
W. Andrew Wall*

Name of Applicant (hereby referred to as "The Applicant")

Hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the Regulations of the U.S. Department of Justice (28 CFR Parts 42 & 50) and the City of Spring Hill, and any directives or regulations issued pursuant to that Act and the Regulations, to the effect that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Applicant received Federal financial assistance from the City and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use, Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Applicant by the City.

BY ACCEPTING THIS ASSURANCE, the applicant agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of Title VI, and permit authorized City personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the City shall have the right to seek administrative and/or judicial enforcement of this assurance.

This assurance is binding on the applicant, its successors, transferees, and assignees as long as it receives assistance from the City. IN the case of real property, this assurance is binding for as long as the property is used for a purpose for which this assistance was intended or for the provision of services or benefits similar to those originally intended. In the case of personal property, this assurance applies for as long as the recipient retains ownership or possession of the property. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the applicant.

Dated 8/16/23

*Jones Bros Contractors LLC
W. Andrew Wall*

(Applicant)

Address 1010 Pleasant Grove Place, Suite 300
at. Spring Hill, TN 37122

By *[Signature]*

(Title of Authorized Official)

No further monies or other benefits may be paid out under these programs unless this Assurance is completed and filed as required by existing regulations.



CITY OF SPRING HILL CONSTRUCTION CONTRACT

CERTIFICATE OF NON-ILLEGAL IMMIGRANT USE

As Bidder, Contractor, or Subcontractor on City of Spring Hill Construction Project,

Jones Bros Contractors LLC, W. Andrew Wall

1. the undersigned states that he does not knowingly utilize the services of **illegal immigrants** in the performance of a contract for goods or services entered into with the City of Spring Hill;
2. and will not knowingly utilize the services of any subcontractor who will utilize the services of **illegal immigrants** in the performance of the contract;
3. If any person who contracts to supply goods or services to the City of Spring Hill or who submits a bid to contract to supply goods or services to the state or other state entities, is discovered to have knowingly utilized the services of **illegal immigrants** in the performance of the contract to supply goods or services to the City of Spring Hill, the City of Spring Hill shall declare that person to be prohibited from contracting for or submitting a bid for any contract to supply goods or services to the City of Spring Hill for a period of one (1) year from the date of discovery of the usage of **illegal immigrant** services in the performance of a contract to supply goods or services to the City of Spring Hill

Contractor's Name Jones Bros Contractors LLC

Date 8/16/23

Signature

Title President



CITY OF SPRING HILL CONSTRUCTION CONTRACT
CERTIFICATE OF NON-COLLUSION

As Bidder, Contractor, or Subcontractor on City of Spring Hill Construction Project:

Jones Bros Contractors, LLC, W. Andrew Wall

the undersigned hereby declares that no person or party other than the undersigned has any interest whatever in the submitted bid proposal, that it is without any connection or collusion with any person or persons making or having made any proposal for the same work and without any previous understanding with such person or persons as to relative prices, obviating competition, and that it is made in good faith.

Contractor's Name Jones Bros Contractors, LLC Date 8/16/23

Signature [Handwritten Signature] Title President

CITY OF SPRING HILL CONSTRUCTION CONTRACT SPECIFICATION REQUIREMENTS AND COMPLIANCE

Indemnity requirement:

The contractor further agrees to protect, defend, and save the City its elected and appointed officials, agents, employees and volunteers while working in the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of their defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, subcontractors, representative or the City under this agreement.

Compliance with laws:

The contractor must comply with all applicable federal and state law including the prevailing wage laws. Contractor must provide adequate proof of insurance with the bid.

Insurance requirements:

The contractor shall procure and maintain for the duration of the contract, at his/her own cost and expense, insurance against claims for injuries to persons or damages to property including contractual liability that may arise in connection with the performance of the work by the contractor, his agents, representatives, employees or subcontractors under this agreement. The insurance carrier(s) must be licensed to conduct business in the State of Tennessee. The insurance will be evidenced by certificates of insurance. The certificate shall include wording that states the City will be notified thirty days prior to cancellation of the coverage or a major change in the coverage provided. The contractor will either verify the listed coverage(s) for all subcontractors hired by the contractor to assist with the project, or the contractor will assume total financial responsibility for uninsured claims of the subcontractor. The City shall be held harmless for any injuries, claims or judgments against the subcontractor. Certificates for liability coverages shall name the City as an "additional insured". The following coverages will be required:

Workers' compensation: a certificate shall be provided that indicates the contractor provides workers' compensation coverage in compliance with the state laws of Tennessee.

General Liability:

1. Bodily injury or death - each occurrence	\$1,000,000
2. Bodily injury or death - aggregate	1,000,000
3. Property damage - each occurrence	500,000
4. Property damage - aggregate	500,000
5. Personal injury - aggregate	500,000

This insurance shall indicate on the certificate of insurance the following coverages:

Broad Form Contractual
Independent Contractor and sub-contractors
Premises-Operations

Automobile Liability (Including owned, hired, and non-owned):

1. Bodily injury or death - each person	\$1,000,000
2. Bodily injury or death - each occurrence	1,000,000
3. Property damage - each occurrence	500,000

This insurance shall include bodily injury and property damage for the following coverages:

Owned automobiles
Hired automobiles
Non-owned automobiles

SPRING HILL BUSINESS LICENSE

Subject to the exceptions enumerated hereinafter, persons subject to the Spring Hill Business Tax operating from an established place of business in one county who extend their operations into other counties and/or municipalities without establishing an office, headquarters or other place of business therein shall not be subject to the Spring Hill Business Tax in such other counties and/or municipalities. Tax on total receipts from all taxable sales shall be due to the county and municipality, if any, in which the established place of business is located. If applicable, at license expiration, renewal is a percentage of the business total gross.

Excepted from the rule as stated in above paragraph are:

- (a) Persons with no established place of business in this state.
- (b) Contractors with taxable receipts of \$50,000 and out of state contractors.

APPLICABLE LAW

The contract shall be governed in all respects by the laws of Tennessee, and any litigation with respect thereto shall be brought in the courts of Tennessee. The contractor shall comply with applicable federal, state, and local laws and regulations.

SPECIFICATIONS COMPLIANCE

Unless otherwise noted, all quotations for City of Spring Hill, **Buckner Lane Widening North Segment**, shall be in complete accordance with the specifications detailed herein. Bidders shall note in the space provided below any exceptions or deviations in any way from the specifications of any section of the project documents. Bidders should provide complete detail of exceptions or deviations.

Proposal Exceptions

<u>Section</u>	<u>Brief Description</u>

By signature below, vendor acknowledges any quotation to be in full compliance with all aspects of each section of the project documents not noted above. The undersigned hereby declares that no person or party other than the undersigned have any interest whatever in this proposal, that it is without any connection or collusion with any person or persons making or having made any proposal for the same work and without any previous understanding with such person or persons as to relative prices, obviating competition, and that it is made in good faith.

Jones Bros Contractors LLC
COMPANY

615-864-7389
FAX NUMBER

Cody Jackson Senior Project Manager
REPRESENTATIVE NAME & TITLE

615-864-7388
TELEPHONE NUMBER

[Signature]
SIGNATURE

C.jackson@jonesbroscast.com
E-MAIL ADDRESS



**City of Spring Hill
Business Tax Standard License**

March 7, 2023

JONES BROS CONTRACTORS LLC
PO BOX 1001
MOUNT JULIET TN 37121-1001

Letter ID: L0395186240
Expiration Date: 15-May-2024
Return Due By: 15-Apr-2024

The business tax license printed below certifies the receipt and approval of your business tax license application or the renewal of a license for your existing business. The license is valid until the expiration date noted above. Your license number is 1001129392 and your classification is 4. The certificate must be displayed publicly at the location for which it is issued.

All business tax returns are required to be filed and the payment remitted electronically. Your return is due on April 15, 2024. Please visit www.tn.gov/revenue for additional information.

Note: This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules and regulations. Also, as required by Tenn. Code Ann. § 39-17-1801 et seq., businesses must comply with all provisions of the Tennessee Non-Smoker Protection Act.

DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA



**City of Spring Hill
Business Tax Standard License**

This certificate must be publicly displayed.

JONES BROS CONTRACTORS
1010-300 PLEASANT GROVE PL
MT JULIET TN 37122



Date Issued: 07-Mar-2023
Classification: 4
Letter ID: L0395186240
License Number: 1001129392
Expiration Date: 15-May-2024

CITY OF SPRING HILL, TENNESSEE

CONTRACT NO.

This agreement is made and executed in three (3) originals, between the CITY OF SPRING HILL, and Jones Bros Contractors, LLC hereinafter referred to as the "Contractor."

WITNESSETH

The CITY OF SPRING HILL did advertise for, receive, and accept a bid from the Contractor for work on the above identified contract.

In consideration of the agreements herein contained, to be performed by the parties hereto and of the payments hereafter agreed to be made, it is mutually agreed by both parties that:

1. The contract between the parties consists of the following "Contract Documents" all of which constitute one instrument:
 - (a) the Instructions to Bidders
 - (b) the Proposal
 - (c) all conditions and terms of this Contract form
 - (d) the Contract Payment & Performance Bond and/or Letter of Credit, where applicable
 - (e) the most current version of the *Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction* (herein referred to as *TDOT Standard Specifications*)
 - (f) Supplemental Specifications
 - (g) Revisions and Additions
 - (h) Special Provisions
 - (i) Addenda
 - (j) The most current version of the TDOT Standard Drawings
 - (k) The Contract Plans,
 - (l) The Work Order
 - (m) Construction Changes
 - (n) Supplemental Agreements

All of the provisions contained in the listed Contract Documents are incorporated herein by reference with the same force and effect as though set out in full.

2. The Contract Documents are intended to be complementary and to describe and provide for a complete work. Requirements in one of these are as binding as if occurring in all of them. In case of discrepancy, Supplemental Specifications will govern over the TDOT Standard Specifications; the TDOT Standard Specifications will govern over the local government standard specifications; the Contract Plans will govern over both Supplemental and Standard Specifications, and Special Provisions will govern over both Plans and Specifications. In interpreting Plans, calculated dimensions will govern over scaled dimensions. Contract Plans, typical cross sections and approved working drawings will govern over Standard Drawings.

3. The Contractor agrees to furnish all materials, equipment, machinery, tools and labor and to perform the work required to complete the project in a thorough and workmanlike manner, to the satisfaction of the appropriate official of the CITY OF SPRING HILL.
4. The CITY OF SPRING HILL agrees to pay to the Contractor such unit prices for the work actually done as are set out in the accompanying proposal, in the manner provided for in the TDOT Standard Specifications, Supplemental Specifications and applicable Special Provisions.
5. The Contractor shall, at all times, observe and comply with all applicable federal, state and local laws, ordinances and regulations and shall indemnify and hold harmless the CITY OF SPRING HILL and all of its officers, agents and servants against any claim of liability or assessment of fines or penalties arising from or based upon the Contractor's and/or its employees' violations of any such law ordinance or regulation. The Contractor shall maintain documentation for all charges against the CITY OF SPRING HILL under this Contract. The books, records and documents of the Contractor insofar as they relate to the work performed or money received under this contract shall be maintained for a period of seven (7) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the CITY OF SPRING HILL, the State, the Comptroller of the Treasury, the Tennessee Department of Transportation, or their duly appointed representatives.
6. The Contractor shall be responsible for any and all injury or damage to persons or to property arising from the prosecution of the work and due to any act, omission, neglect or misconduct in its manner or method of prosecuting the work or due to its non-execution of the work or due to defective work or materials. The Contractor shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the CITY OF SPRING HILL as an additional insured.
7. The Contractor shall indemnify and hold harmless the CITY OF SPRING HILL and all of its officers, agents and employees from all suits, actions or claims of any character arising from the Contractor's acts or omissions in the prosecution of the work, use of unacceptable materials in constructing the work, infringement of patent, trade mark or copyright, or claims for Workers' Compensation. If any such suit, action or claim is filed, the CITY OF SPRING HILL may retain from the monies due to the Contractor under this Contract a sum deemed sufficient by the CITY OF SPRING HILL to protect the CITY OF SPRING HILL from loss therefrom. Upon resolution of the suit, action or claim, any remaining retained funds will be released.
8. Upon execution of this Contract, the Contractor shall be prepared to begin the work to be performed under the Contract, but will not proceed until it has received official "Notice to Proceed". This official notice will stipulate the date upon which it is expected that the Contractor will begin his work, and from which date the working days tabulated against its time limit will begin. All other requirements in regard to the beginning of construction set forth in the Proposal and Special Provisions will date from the official notice.

IN WITNESS WHEREOF, the parties hereto have cause this Contract to be signed and executed by their respective authorized agents or officials.

Jones Bros Contractors, LLC Contractor 1 N/A Contractor 2*

By: [Signature] By: N/A

Arduous Ware / President Print Name and Title N/A Print Name and Title

9/5/23 Date N/A Date

CITY OF SPRING HILL, TENNESSEE

This Contract is accepted this 21st day of August, 2023
and is effective on the _____ day of _____,

[Signature]
[City/County Official]

Approved: [Signature]
CITY OF SPRING HILL Attorney

*NOTE: The signature and information for Contractor 2 is to be provided when there is a joint venture.

CONTRACT PAYMENT AND PERFORMANCE BOND

Note: to be filled out post-award

CONTRACT NO.

Be it known that Jones Bros, Contractors LLC
as Principal, and Western Surety Company
as Surety(ies), all authorized to do business in the State of Tennessee, hereby bind themselves to the CITY OF SPRING HILL, and other potential claimants, for all obligations incurred by the Principal under its contract with CITY OF SPRING HILL, for the construction of the above identified contract; in the full contract amount of Sixteen Million One Hundred Eighty Six Thousand Five Hundred Fifty Nine and Fifteen Cents (\$16,186,559.15).

The obligations of the Principal and Surety(ies) under these payment and performance bonds shall continue in full force and effect until all materials, equipment and labor have been provided AND all requirements contained in the contract, plans and specifications have been completed in a timely, thorough and workmanlike manner. The parties agree that these bonds are statutory in nature and are governed by the provisions contained in Title 12, chapter 4 and Title 54, chapter 5 of the Tennessee Code Annotated relating to bonds required of contractors and that those provisions constitute a part of this bond.

By this instrument, the Principal and Surety(ies) specifically bind themselves, their heirs, successors, and assigns, *in solido*, under the following bonds:

Payment Bond. To the CITY OF SPRING HILL and all "Claimants," as contemplated by T.C.A. Title 54, chapter 5, in the full contract amount of Sixteen Million One Hundred Eighty Six Thousand Five Hundred Fifty Nine and 15/100 (\$ 16,186,559.15), in order to secure the payment in full of all timely claims under the project.

Performance Bond. To the CITY OF SPRING HILL in the full contract amount of Sixteen Million One Hundred Eighty Six Thousand Five Hundred Fifty Nine and 15/100 (\$ 16,186,559.15), in order to secure the full and faithful performance and timely completion of the project according to its plans and specifications, inclusive of overpayments to the contractor and liquidated damages as assessed.

Upon receipt of notice that the Principal is in default under the contract, the Surety(ies) shall undertake to complete performance, without regard to cost. If the Surety(ies) fail or refuse to complete performance of the contract, the CITY OF SPRING HILL may then proceed with the work in any lawful manner that it may elect until it is finally completed. When the work is thus finally completed, the total cost of the same will be computed. All costs and charges incurred by the CITY OF SPRING HILL in completing the Work will be deducted from any monies due or which may become due to the Principal. If the total costs of completion exceeds the sum which would have been payable under the Contract, then the Principal and the Surety(ies), *in solido*, shall be liable for and shall pay to the CITY OF SPRING HILL the amount of such excess.

In witness whereof we have signed this instrument as dated.

Principal/Contractor 1: Jones Bros. Contractors, LLC
By: [Signature] Date: 9-5-22
William R. Sinkard Sr Vice President
Printed Name and Title

(For Joint Venture) Principal/Contractor 2: N/A
By: N/A Date: N/A
N/A
Printed Name and Title

Surety 1: Western Surety Company	Surety 2:
By: <u>[Signature]</u>	By: _____
Attorney-in-Fact	Attorney-in-Fact
Elizabeth A. Hartzberg, Attorney-in-Fact	
Printed Name	Printed Name
Marsh USA Inc.	
Agency Name	Agency Name
Six PPG Place, Suite 400	
Street Address	Street Address
Pittsburgh, PA 15222	
City/State/Zip	City/State/Zip
412-552-5005	
Sixteen Million One Hundred E Six Thousand Five Hundred	

(Seal)

(Seal)

Subsequent correspondence/communication from CITY OF SPRING HILL with respect to monthly progress reports and/or the contract bonds should be directed to:

For Surety 1:

For Surety 2:

Marsh USA Inc.

Name	Name
Six PPG Place, Suite 400	
Address	Address
Pittsburgh	
City	City
PA 15222	
State/Zip	State/Zip
412-552-5005	
Phone Number	Phone Number
Fax Number	Fax Number

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint Elizabeth A Hartzberg

, Individually

of Pittsburgh PA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond Number: 30198062

Principal: Jones Bros. Contractors, LLC

Obligee: City of Spring Hill

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of April, 2023.

WESTERN SURETY COMPANY



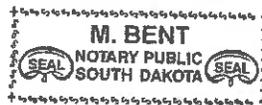
Larry Kasten
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of April, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5th day of September, 2023.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary