

RESOLUTION 25-147

**A RESOLUTION TO APPROVE A CONTRACT WITH JARRETT BUILDERS, INC.
FOR STORMWATER CAPITAL IMPROVEMENT PROJECTS**

WHEREAS, the City of Spring Hill desires to contract with an outside contractor to provide professional services for four (4) stormwater infrastructure improvement projects, services which the City cannot provide itself; and

WHEREAS, a RFP was advertised with proposals opened on June 3, 2025; and

WHEREAS, two proposals were received, which City staff and the engineer of record from Thomas & Hutton evaluated and recommend entering into a contract with Jarrett Builders, Inc. at a cost of \$2,054,600, attached hereto as Exhibit A; and

WHEREAS, City staff recommends an approval of project contingency in the amount of \$345,400 for a total project cost of \$2,200,000; and

WHEREAS, the stormwater capital improvement services will be expensed from the Stormwater fund, utilizing FY25 budgeted funds.

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

1. Approve a contract with Jarrett Builders, Inc. and a project contingency for four (4) stormwater infrastructure improvement services in the total approved amount of \$2,400,000, attached hereto as Exhibit A.
2. Authorize the Mayor to sign the contract.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 16th day of June, 2025.



Matt Fitterer, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



SUBMITTED BY: Tyler Scroggins, Public Works Director
Missy Stahl, CIP Director

DATE: June 16, 2025

RE: To authorize a contract with Jarrett Builders, Inc. for stormwater capital improvements projects

ATTACHMENTS: Engineering letter of recommendation, bid tabulation

PURPOSE:

The purpose of this resolution is to authorize the City to enter into a contract with Jarrett Builders, Inc. to install stormwater improvements in four areas of the City.

BACKGROUND:

The City of Spring Hill has the need to utilize an outside firm for construction services for the improvements to existing stormwater infrastructure for which it cannot provide itself. A RFP was advertised, and bids were opened on June 3, 2025. Two responses were received from Jarrett Builders, Inc. and Capital City Construction Services, LLC with Jarrett Builders, Inc. being the low bidder. Staff and the engineer of record from Thomas & Hutton have reviewed the bids and recommend award of the contract to Jarrett Builders, Inc. for a total cost of \$2,054,600.

Staff is also recommending a contingency in the amount of \$345,400 to be included and approved. With the base bid, the total amount approved requested is \$2,400,000.

FINANCIAL IMPACT:

Costs would be paid from the Stormwater Fund utilizing FY25 budgeted funds.

STAFF RECOMMENDATION:

Staff recommends the approval of Resolution 25-147, to authorize the City to enter into a contract with Jarrett Builders, Inc. for construction services for the four (4) stormwater improvement capital projects and to authorize the Mayor to sign the contract.



502 HAZELWOOD DRIVE
SMYRNA, TN 37167 | 615.220.5800
WWW.THOMASANDHUTTON.COM

June 12, 2025

File No. 28298.0033

Mr. Tyler Scroggins
City of Spring Hill, Public Works Director
199 Town Center Parkway
Spring Hill, Tennessee 37174

**RE: CITY OF SPRING HILL, TENNESSEE
DRAINAGE PROJECTS
BID REVIEW AND AWARD RECOMMENDATION**

Dear Mr. Scroggins:

As you are aware, bids for the construction of the above-referenced project were received by the City of Spring Hill, on June 3, 2025, at 2:00 PM (CST). Two contractors submitted bids for the project, including Jarrett Builders, Inc. and Capital City Construction Services, LLC. Thomas & Hutton (T&H), has developed a bid tabulation of the submitted bids, see attachment.

Jarrett Builders, Inc. of Nashville, Tennessee, submitted an apparent low bid in the amount of \$2,054,600.00. T&H has reviewed the "Project Bid Package" as submitted by Jarrett Builders, Inc. and finds it to be in good order. T&H has called project references and received positive feedback on the contractor's work performance and work history.

Therefore, T&H recommends the award of this project to Jarrett Builder, Inc. in the amount of \$2,054,600.00. Should you have any questions or comments please give me a call.

Sincerely
THOMAS & HUTTON

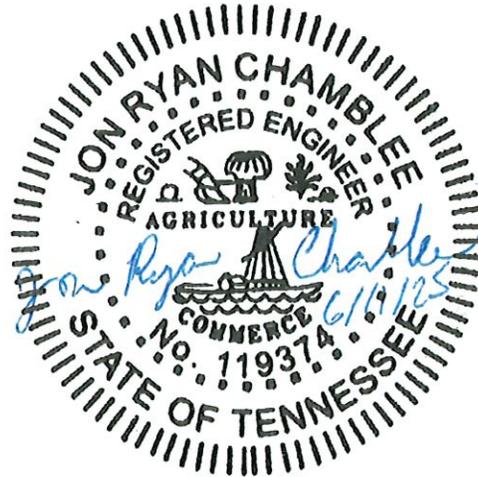
A handwritten signature in blue ink that reads "Ryan Chamblee".

Ryan Chamblee, P.E., Project Manager

cc: Chris Clausi, Interim City Administrator
Missy Stahl, CIP Manager
Chris Duggin, Assistant Public Works Director

City of Spring Hill, Tennessee
Drainage Projects
Bid Opening - Tuesday, June 3, 2025, 2:00 PM

Bid Tabulation	
Contractor	Total Base Bid
Jarett Builder, Inc.	\$ 2,054,600.00
Capital City Construction Services, LLC	\$ 4,978,547.28



SPRING HILL DRAINAGE PROJECTS

SECTION 00330

BID FORM

CITY OF SPRING HILL

Date: June 3, 2025
Receive Bids Until:
2:00 P.M. Local Time

Place: Spring Hill City Hall
199 Town Center Parkway
Spring Hill, TN 37174

Bids will be opened and read aloud at: 2:00 P.M.
Local Time

Proposal of Jarrett Builders, Inc

(hereinafter called "Bidder"), a corporation / ~~partnership / individual~~
(STRIKE OUT INAPPLICABLE TERMS)

doing business as Jarrett Builders, Inc

within Davidson County, TENNESSEE
(COUNTY AND STATE)

TO: Mr. Chris Clausi, Interim City Administrator
City of Spring Hill
199 Town Center Parkway
Spring Hill, TN 37174

Mr. Clausi:

The Bidder, in compliance with your Advertisement for Bids for the CITY OF SPRING HILL, TENNESSEE, **SPRING HILL DRAINAGE PROJECTS** having examined the drawings and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project (including the availability of materials and labor), hereby proposes to furnish, as applicable, all labor, materials, and supplies to construct the project in accordance with the Contract Documents within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the bidding instruments, of which this proposal is a part.

The undersigned Bidder does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made in pursuance of and subject to all the terms and conditions of the construction contract, the detailed specifications, and the drawings pertaining to the work to be done, all of which have been examined by the undersigned.

SPRING HILL DRAINAGE PROJECTS

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" and to complete the project fully within one hundred and eighty (180) consecutive calendar days thereafter. The Bidder further agrees to pay, as liquidated damages, the sum of One Thousand Dollars (\$1,000.00) per day for each consecutive calendar day that expires after the time specified for completion of the contract until the project is fully complete.

The Bidder hereby agrees that preference will be given to domestic construction materials and further agrees to require subcontractors, materialmen, and suppliers to also give preference to domestic construction materials.

The Bidder acknowledges receipt of the following addenda:

No. <u>1</u>	Dated: <u>5/28/25</u>
No. <u>N/A</u>	Dated: <u>N/A</u>
No. <u>N/A</u>	Dated: <u>N/A</u>
No. <u>N/A</u>	Dated: <u>N/A</u>

The owner reserves the right to reject any or all bids, to waive any irregularities and/or informalities in any bids and to make an award in any manner, consistent with law, deemed in the best interest of the City.

The Bidder agrees to furnish, pay for and install all plant, labor, materials, equipment and incidentals necessary for the construction, testing, and placing into operation of the **SPRING HILL DRAINAGE PROJECTS**, all in accordance with the drawings and specifications, for the lump sum prices as shown below:

BASE BID

SPRING HILL DRAINAGE PROJECTS

Bidder agrees to perform all the work described in the CONTRACT DOCUMENTS for the following lump sum price:

The Bidder agrees to furnish, pay for and install all labor, materials, equipment, and all incidentals necessary for the construction, material testing, and placing into complete operations of the Spring Hill Drainage Projects, all in accordance with the construction drawings and specifications, for the lump sum price as shown below, which shall constitute the total base bid. The Base Bid shall include the removal and disposal of all demolished material.

Two Million Fifty-Four Thousand Six Hundred _____ Dollars
 (Words)

\$2,054,600.00 _____
 (Figures)

NOTE: Amount shall be shown in both words and figures. In case of a discrepancy, the amount in words shall govern.

The lump sum prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

SPRING HILL DRAINAGE PROJECTS

The Bidder understands that the Owner reserves the right to make award on any basis deemed to be in the best interest of the Owner provided it is consistent with the Bidder's above indicated request. The Owner also reserves the right to reject any or all bids and to waive any informalities in the bidding. The Bidder also agrees that the Owner reserves the right to negotiate with the Base Bid material supplier, should the secondary or other supplier submit a lower bid for the materials, if the materials quoted are not equal to the Base Bid equipment.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids. Upon receipt of written notice of the acceptance of his bid, the Bidder will execute the formal contract attached within ten (10) days and deliver a surety bond or bonds as stipulated in Paragraph 22 of the General Conditions. The bid security attached in the sum of FIVE PERCENT (5%) Dollars (\$ 102,730.00) shall become the property of the Owner in the event the contract and bond are not executed within the time set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.

All the various phases of work enumerated in the detailed specifications with their individual jobs and overhead, whether specifically mentioned, included by implication, or appurtenant thereto, are to be performed by the Contractor under the scope of the lump sum base bid.

Payment for work performed will be in accordance with the base bid schedule, subject to changes provided for in the construction contract.

(SEAL - if Bid is by
a corporation)



Respectfully submitted,

Bidder

By _____
(Signature)

_____ Lindi Jarrett _____
(Typed or Printed Name)

Title: Vice President

Business Address:

_____ 1105 Lebanon Pike _____
(Address)

_____ Nashville, TN, 37210 _____
(City, State, Zip)

Telephone Number: 615-515-1270

Contractor's License Number: 40392

Contractor's
Monetary Limit: unlimited

Expiration Date: 8/31/2026

END OF SECTION

SPRING HILL DRAINAGE PROJECTS



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: Jarrett Builders, Inc
 NAME OF OWNER/CONTRACTOR: Lindi Jarrett
 ADDRESS OF OWNER/CONTRACTOR: 1106 Lebanon Pike, Nashville, TN 37210
 COUNTY: Davidson
 (Grading + utilities)
 TYPE OF SERVICES PROVIDED: Site Work, Paving, Concrete, Fire Protection, Plumbing/HVAC, Electrical
 PROJECT NAME: Spring Hill Drainage Projects

OWNER/CONTRACTOR
(Race/Gender)

White Male	<u>1</u>
White Female	<u>1</u>
African-American Male	<u>0</u>
African-American Female	<u>0</u>
Hispanic Male	<u>0</u>
Hispanic Female	<u>0</u>
Native American Male	<u>0</u>
Native American Female	<u>0</u>
Asian-American Male	<u>0</u>
Asian-American Female	<u>0</u>
Other _____ Male	<u>0</u>
Other _____ Females	<u>0</u>

EMPLOYEES
(Number in each category)

White Males	<u>57</u>
White Females	<u>9</u>
African-American Males	<u>2</u>
African-American Females	<u>0</u>
Hispanic Males	<u>17</u>
Hispanic Females	<u>2</u>
Native American Males	<u>0</u>
Native American Females	<u>0</u>
Asian-American Males	<u>1</u>
Asian-American Females	<u>0</u>
Other _____ Males	<u>2</u>
Other _____ Females	<u>0</u>

(Not Hispanic or Latino)

SPRING HILL DRAINAGE PROJECTS



CITY OF SPRING HILL

ASSURANCE OF COMPLIANCE UNDER TITLE VI
OF THE CIVIL RIGHTS ACT OF 1964

Jarrett Builders, Inc

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

SPRING HILL DRAINAGE PROJECTS

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.

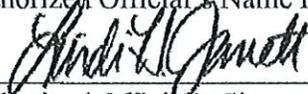
Jarrett Builders, Inc
(Applicant's/Company Name)

6/3/25
(Date)

1105 Lebanon Pike
(Street Address)

Lynli Jarrett
(Authorized Official's Name Printed)

Nashville, TN 37210
(City, State, Zip)


(Authorized Official's Signature)

Vice President
(Authorized Official's Title Printed)

SPRING HILL DRAINAGE PROJECTS



CITY OF SPRING HILL CONSTRUCTION CONTRACT
CERTIFICATE OF NON-DISCRIMINATION

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

Jarrett Builders, Inc

1. the undersigned states that he does not discriminate against any subcontractor, employee or applicant for employment on the grounds of race, color, religion, sex, national origin, age, disability or any other lawfully protected classification, 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, religion, sex, national origin, age, or disability:
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 Jarrett Builders, Inc

Date 6/3/25

Signature [Handwritten Signature]

Title Vice President

Printed or typed name and title

Linli Jarrett

SPRING HILL DRAINAGE PROJECTS



AFFIDAVIT

STATE OF TENNESSEE DRUG-FREE WORKPLACE AFFIDAVIT

COUNTY OF Davidson OF PRIME BIDDER

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

1. He/She is the principal officer for Jarrett Builders, Inc;
2. That the bidding entity has submitted a bid to the City of Spring Hill for the construction of Spring Hill Drainage Projects;
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 3rd day of June, 2025.



[Signature]
NOTARY PUBLIC

My Commission expires: 9/7/26

SPRING HILL DRAINAGE PROJECTS

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.]

SPRING HILL DRAINAGE PROJECTS



CITY OF SPRING HILL CONSTRUCTION CONTRACT

CERTIFICATE OF NON-ILLEGAL IMMIGRANT USE

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

Jarrett Builders Inc

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 Jarrett Builders, Inc Date 6/3/25

Signature *Linli Jarrett* Title Vice President

Printed or typed name and title

Linli Jarrett

SPRING HILL DRAINAGE PROJECTS



CITY OF SPRING HILL CONSTRUCTION CONTRACT

CERTIFICATE OF NON-COLLUSION

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

Jarrett Builders, Inc

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 Jarrett Builders, Inc Date 6/3/25

Signature *Lindi Jarrett* Title Vice President
Printed or typed name and title
Lindi Jarrett

SPRING HILL DRAINAGE PROJECTS

INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance as required by the State of Tennessee. The Provider agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Provider for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

2. Commercial General Liability

Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence;

3. Automobile Liability

Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence for bodily injury and property damage;

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to the City of Spring Hill. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

a. The City, its elected and appointed officials, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor.

b. The Contractor's insurance shall be primary as respects the City, its elected and appointed officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Spring Hill shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

SPRING HILL DRAINAGE PROJECTS

The insurer shall agree to waive all rights of subrogation against the City, its elected and appointed officials, agents, employees and volunteers for losses arising from work performed by the Contractor for the City of Spring Hill.

3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the City of Spring Hill. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the City of Spring Hill for payment of premiums or for assessments under any form of the policies.
- d. Replacement certificates, policies or endorsements shall be provided to the City for any such insurance expiring prior to the completion of services.
- e. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the City, its elected and appointed officials, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies licensed to conduct business in the State of Tennessee. Insurance shall be underwritten by insurers with an A.M. Best Company ratings no less than an A.

E. VERIFICATION OF COVERAGE

The Contractor shall furnish the City with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **The Certificates are to be received and approved by the City before work commences and upon any contract renewal thereafter.**

Upon failure of the Contractor to furnish, deliver and maintain such insurance as requested, this contract, at the election of the City, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

The Certificate of Insurance naming the "City of Spring Hill" as **Additional Insured** shall be addressed to the attention of:

SPRING HILL DRAINAGE PROJECTS

City of Spring Hill
199 Town Center Parkway
Spring Hill, TN 37198

The subject line has to indicate the name of the project. The City reserves the right to request complete certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The City of Spring Hill reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS' COMPENSATION INDEMNITY

In the event Contractor is not required to provide or is exempt from providing workers' compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against the City of Spring Hill, its elected and appointed officials, agents, employees and volunteers, under any circumstances. The parties also hereby agree that the City of Spring Hill, its elected and appointed officials, agents, employees and volunteers shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the City of Spring Hill, its elected and appointed officials, agents, employees and volunteers harmless from any such assertion or claim that may arise from the performance of this contract.

H. HOLD HARMLESS AND INDEMNITY REQUIREMENT

Contractor shall indemnify and hold harmless, to the maximum extent permitted by law, the City of Spring Hill and its officers, agents, employees, volunteers, and professional consultants from and against any and all liability, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney's fees, litigation, arbitration, mediation, appeal expenses) which in whole or in part are caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in Contractor's performance of this Agreement.

The contractor further agrees to protect, defend, and save the City, its elected and appointed officials, agents, employees and volunteers, and professional consultants while working in the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind of 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 of omissions of the contractor and/or its agents, employees, subcontractors, representative of the City under this agreement.

SPRING HILL DRAINAGE PROJECTS

Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.

APPLICABLE LAW:

Any contract resulting from this request for bid shall be governed by and construed under the laws of the State of Tennessee.

SPRING HILL BUSINESS LICENSE

Compensation of more than \$100,000 from contracts performed in one county by a contractor described in Tenn. Code Ann. § 67- 4-708(4)(A) will be sourced to that county and the tax from such contracts will be distributed to that county. Compensation of \$100,000 or less from contracts performed in one county by such person will be sourced to the county of the person's domicile or location. If the person does not have a domicile or location in Tennessee, such compensation will be earmarked and allocated to the state's general fund.

For purposes of distribution of the municipal business tax provided for in Tenn. Code Ann. § 67-4-705, receipts will be sourced to the municipality in which the person's established physical location, outlet, or other place of business is located. Receipts from sales made by persons operating from an established physical location, outlet, or other place of business in one municipality who extend their operations outside the boundaries of the municipality without establishing a physical location, outlet, or place of business outside the boundaries of the municipality will be sourced to the municipality in which the person's established physical location, outlet, or other place of business is located.

If the person has no established physical location, outlet, or other place of business in the state, then such receipts will not be subject to the municipal business tax. Receipts from all taxable sales of any services or tangible personal property by a provider of video programming services will be sourced to the municipality where the property or service is received by the customer regardless of whether or not the provider has a physical location, outlet, or other place of business in that municipality.

Compensation of more than \$100,000 from contracts performed in one municipality by a contractor described in Tenn. Code Ann. § 67- 4-708(4)(A) will be sourced to that municipality and the tax from such contracts will be distributed to that municipality. Compensation of \$100,000 or less from contracts performed in one municipality by such person will be sourced to the municipality of the person's domicile or location. If the person does not have a domicile or location in Tennessee, such compensation will not be subject to the municipal business tax. *(from Tennessee Business Tax Guide/ Tenn. Dept. of Revenue 2019; See also, Tennessee Works Tax Act (2023), Public Chapter 377, 2023 Session of the 113th General Assembly)*

SPRING HILL DRAINAGE PROJECTS

SECTION 00411

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
Jarrett Builders, Inc.; 1106 Lebanon Pike; Nashville, Tennessee 37210 _____, as Principal,
and Old Republic Surety Company; PO Box 1635; Milwaukee, WI 53201-1635 _____, as Surety, are
hereby held and firmly bound unto the City of Spring Hill, Tennessee as Owner in the penal sum
of Five Percent of the Total Amount Bid _____
Dollars (\$ 5% of the Total Amount Bid _____) for the payment of which well and truly to be
made we hereby jointly and severally bind ourselves, our heirs, executors, administrators,
successors, and assigns. Signed this the 3rd day of June, 2025.

The condition of the above obligation is such that whereas the Principal has submitted to
the City of Spring Hill, Tennessee, a certain bid, attached hereto and hereby made a part hereof
to enter into a contract in writing, for **SPRING HILL DRAINAGE PROJECTS**.

NOW, THEREFORE:

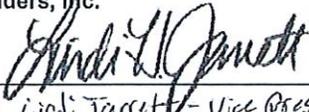
- a. If said bid shall be rejected,
- b. Or in the alternate, if said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise, the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

SPRING HILL DRAINAGE PROJECTS

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

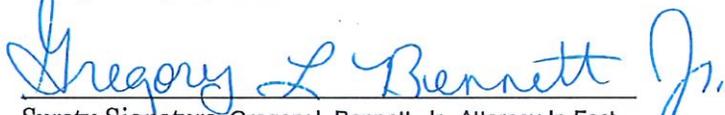
Jarrett Builders, Inc.


Principal *Lindi Jarrett - Vice President*

(Seal)

Old Republic Surety Company

Surety Company Name


Surety Signature Gregory L Bennett, Jr., Attorney-In-Fact



END OF SECTION



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **JAMES L. NOE III, CRAIG WHITLOW, GREGORY L. BENNETT JR., RHYAN ATWOOD, PAMELA PUSKARICH, AMELIA CAIN, SETH CHAPMAN, ANDREW BENNETT, CHARLEY MYERS** of FRANKLIN, TN

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 28th day of August, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 28th day of August, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



87-1074

Signed and sealed at the City of Brookfield, WI this 3rd day of June, 2025.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)