

RESOLUTION 18-03

A RESOLUTION AUTHORIZING A CONTRACT WITH R.J. WATKINS AND SON CONSTRUCTION, INC. FOR A NORTHBOUND RIGHT TURN LANE CONSTRUCTION AT COMMONWEALTH AND MAIN STREET AND INSTALLATION OF SIGNAL PEDESTRIAN HEADS AT BUCKNER ROAD AND MAIN STREET

WHEREAS, the publicly advertised bids were received by Spring Hill, TN for construction of a right turn lane and signal improvements on December, 21, 2017; and

WHEREAS, city staff and Dempsey Dilling and Associates find that R.J. Watkins and Son Construction, Inc. is the apparent low bidder for the work in the amount of \$180,121.00; and

WHEREAS, a Capital Outlay Note authorized by the Fiscal Year 2017-2018 Budget funds this work; and

WHEREAS, the Budget and Finance Committee has reviewed the project funding source and recommends approval.

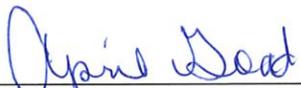
NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen, authorize a Resolution executing an agreement with R. J. Watkins and Son Construction, Inc., for construction of a northbound right turn lane at Commonwealth and Main Street and installation of signal pedestrian heads at Buckner Road and Main Street, in the amount of One Hundred Eighty Thousand, One Hundred Twenty One Dollars and no cents (\$180,121.00) and as recommended by the Budget and Finance Committee on January 2, 2018.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 29th day of January 2018.



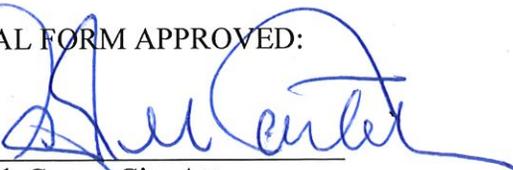
Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

January 2, 2018

MEMO TO: Victor Lay, City Administrator
FROM: Philip Stuckert, P.E. Infrastructure Director
SUBJECT: Construction of a Right Turn Lane at Commonwealth and Main Street and Pedestrian Heads at Buckner Road and Main Street.

Recommendation: That the Board of Mayor and Aldermen award a contract to R. J. Watkins and Son Construction, Inc. Pulaski, TN to construct a north bound right turn lane at Commonwealth and Main Street and to construct pedestrian signal heads at the intersection of Buckner Road and Main Street, in the amount of \$180,121.00.

Summary:

Publicly advertised bids were opened on December 21st at 2:00 pm. for the Right Turn Lane Addition and Pedestrian Signalization Improvements along Main Street (Contract A). The bidders were as follows:

Contractor	Home City	Base Bid #1 Buckner Road Ped Signal	Base Bid #2 Commonwealth Turn Lane	Total Combined Bids
R.J. Watkins	Pulaski, TN	\$22,846.00	\$157,275.00	\$180,121.00
Session Paving	Nashville, TN	\$9,626.00	\$212,165.00	\$221,791.00
Jarrett Builders	Nashville, TN	\$31,500.00	\$206,000.00	\$237,500.00

Work under this contract includes constructing a north bound right turn lane at the intersection of Commonwealth and Main Street. Other work includes installing pedestrian signal heads at the intersection of Buckner Road and Main Street to allow students from Heritage Schools to cross Main Street.

Work on this project shall be closed out by June 30, 2018. This includes final payment. As part of their services, Dempsey Dilling and Associates will evaluate R. J. Watkins and Son Construction Inc. to perform this work and will send a final recommendation to Spring Hill with their recommendation. Reference information from the company indicates that the company performs State Street Aid work such as this turn lane. The Company has many years of experience. Failure to complete the work by June 30, 2018 may result in liquidated damages of \$200 per day assessed to the contractor.



Page 2 of 2
January 2, 2018

Monies to fund this project is from a capital outlay note authorized by the Fiscal Year 2017-2017 Budget.

R.J. Watkins is the apparent lowest responsible bidder. City staff and Dempsey Dilling and Associates (subject to their findings) recommends that the Board of Mayor and Aldermen award this contract to the company. A resolution is provided for BOMA's consideration.



DEMPSEY, DILLING & ASSOCIATES, P.C.

ENGINEERING CONSULTANTS

December 27, 2017

File No. 0100-398

Victor Lay (via email)
City Administrator
City of Spring Hill
199 Town Center Parkway
Spring Hill, Tennessee 37174

**RE: RIGHT TURN LANE ADDITION & PEDESTRIAN SIGNALIZATION
IMPROVEMENTS ALONG MAIN STREET (U.S. 31) - CONTRACT A
BID REVIEW AND RECOMMENDATION**

Dear Mr. Lay:

Dempsey, Dilling & Associates, P.C. (DDA) has reviewed the bids submitted for the above-referenced project and the apparent low bidder is RJ Watkins and Son Construction, Inc. in the amount of \$180,121.00. Attached is a copy of the bid tabulation.

DDA is in process of verifying their references of previous roadway projects. Due to the holiday season, a couple of the references are out of the office for an extended holiday. Based on the review of the bid tabulation and the project references which have been verified, DDA recommends a contingent approval of RJ Watkins and Son Construction, Inc. as the awarded contractor in the amount of \$180,121.00.

Prior to the Board of Mayor and Alderman's Regular Meeting in January, all references should be verified for a final recommendation.

Should you have any questions or comments, give me a call.

Sincerely,
DEMPSEY, DILLING & ASSOCIATES, P.C.
ENGINEERING CONSULTANTS

Cory D. Hall, P.E.
CDH: 50092

Enclosure

cc: Honorable Mayor Rick Graham (via email)
Philip Stuckert, Infrastructure Director (via email)
April Goad, City Recorder (via email)

BID TABULATION

City of Spring Hill, Tennessee

Right Turn Lane Addition & Pedestrian Signalization Improvements Along Main Street (Contract A)

BID OPENING: December 21, 2017, 2:00 P.M.

CONTRACTOR	BASE BID #1 BUCKNER RD. PED SIGNAL	BASE BID #2 COMMONWEALTH DR. TURN LANE	TOTAL COMBINED BASE BID
R.J. Watkins and Son Construction, Inc. Pulaski, TN	\$22,846.00	\$157,275.00	\$180,121.00
Sessions Paving Company Nashville, TN	\$9,626.00	\$212,165.00	\$221,791.00
Jarrett Builders, Inc. Nashville, TN	\$31,500.00	\$206,000.00	\$237,500.00

Dempsey, Dilling & Associates, P.C.
File No. 0100-398

SECTION 00514

AGREEMENT

THIS AGREEMENT, made this the _____ day of _____, 20_____, by and between the City of Spring Hill of Maury County, Tennessee, acting herein through its Mayor and hereinafter called the "Owner", and _____ doing business as _____ of the City of _____, County of _____, State of _____ and hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete **RIGHT TURN LANE ADDITION & PEDESTRIAN SIGNALIZATION IMPROVEMENTS ALONG MAIN STREET (HWY 31) - CONTRACT A**, hereinafter included in the phrase "the Project", for the sum of _____ (\$ _____)

and all extra work in connection therewith under the terms as stated in the General, Supplementary, and Special (if applicable) Conditions of the Contract and at his own and proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said Project in accordance with the conditions and at the price(s) stated in the Contractor's Bid Form and also in accordance with the General, Supplementary, and Special (if applicable) Conditions of the Contract; the plans (which include all maps, plats, blueprints, and other drawings and printed or written explanatory matter thereof); and the specifications and Contract Documents therefor, all as prepared by DEMPSEY, DILLING & ASSOCIATES, P.C., herein entitled the "A/E", all of which are made a part hereof and collectively evidence and constitute the Contract.

The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" from the Owner and to complete the entire project fully within seventy five (75) consecutive calendar days thereafter for **RIGHT TURN LANE ADDITION & PEDESTRIAN SIGNALIZATION IMPROVEMENTS ALONG MAIN STREET (HWY 31) - CONTRACT A**.

The parties hereto recognize that time is of the essence of the Contract, and that the Owner will suffer financial loss if the Project is not fully complete within the period of time specified, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the

project is not complete on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not for penalty), the Contractor shall pay the Owner Two Hundred Dollars (\$200.00) per day, for each consecutive calendar day that expires after the time specified for completion until the Project is complete.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions as provided in the General Conditions and Supplementary Conditions of the Contract and only as approved by written notice from the owner. The contractor shall not be due any additional cost above said contract total amount, whether lump sum or unit cost basis, for any work performed without prior written approval from the owner regardless of any perceived agreement with any other agent of the city.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in three (3) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(SEAL)

CONTRACTOR

By _____

Attest:

Title _____

Address _____

Telephone No. _____

Contractor's License No. _____

OWNER

City of Spring Hill

By _____

Title Mayor

Address 199 Town Center Parkway

Spring Hill, TN 37174

Telephone No. (931) 486-2252



(SEAL)

Attest:

April Good

END OF SECTION

SECTION 00330

BID PROPOSAL

**CITY OF SPRING HILL
RIGHT TURN LANE ADDITION
& PEDESTRIAN SIGNALIZATION
IMPROVEMENTS ALONG MAIN
STREET (HWY 31)**

Date: Thursday, December 21, 2017
Receive Bids Until:
2:00 P.M. Local Time

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

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

Proposal of RJ Watkins & Son Construction, Inc.

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

doing business as Corporation

within Giles County, Tennessee
(COUNTY AND STATE)

TO: Mr. Victor Lay, City Administrator
City of Spring Hill
199 Town Center Parkway
Spring Hill, TN 37174

Mr. Lay:

The Bidder, in compliance with your Advertisement for Bids for the CITY OF SPRING HILL, TENNESSEE, **RIGHT TURN LANE ADDITION & PEDESTRIAN SIGNALIZATION IMPROVEMENTS ALONG MAIN STREET (U.S. 31)**, 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.

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 seventy five (75) consecutive calendar days thereafter. The Bidder further agrees to pay, as liquidated damages, the sum of Two Hundred Dollars (\$200.00) 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 project is expected to begin construction in Spring 2018 and be completed within the City's fiscal year ending on June 30, 2018. Completion within the fiscal year shall include all project closeout procedures and final payment of the withheld retainage. Therefore, it is expected that the Notice to Proceed should be issued prior to March 15, 2018 with project completion seventy five (75) consecutive calendar days later.

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. 1 Dated: 12/5/17
No. _____ Dated: _____
No. _____ Dated: _____
No. _____ Dated: _____

The owner reserves the right to reject any or all bids and to waive any informalities.

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 **RIGHT TURN LANE ADDITION & PEDESTRIAN SIGNAL IMPROVEMENTS ALONG MAIN STREET (U.S. 31)**, all in accordance with the drawings and specifications, for the lump sum prices as shown below:

BASE BID ITEM 1

MAIN STREET (HWY 31)/BUCKNER ROAD PEDESTRIAN SIGNAL IMPROVEMENTS

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, testing, and placing into complete operations of the **MAIN STREET (HWY 31)/BUCKNER ROAD PEDESTRIAN SIGNAL IMPROVEMENTS**, all in accordance with the construction drawings and specifications, for the lump sum price as shown below, which shall constitute the total bid.

Twenty Two Thousand Eight Hundred Forty Six Dollars
(Words)

\$ 22,846⁰⁰
(Figures)

BASE BID ITEM 2

MAIN STREET (HWY 31)/RIGHT TURN LANE AT COMMONWEALTH DRIVE AND PEDESTRIAN SIGNAL AND CROSSWALK IMPROVEMENTS

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, testing, and placing into complete operations of the **MAIN STREET (HWY 31)/RIGHT TURN LANE AT COMMONWEALTH DRIVE AND PEDESTRIAN SIGNAL AND CROSSWALK IMPROVEMENTS**, all in accordance with the construction drawings and specifications, for the lump sum price as shown below, which shall constitute the total bid.

One Hundred Fifty Seven Thousand Two Hundred Seventy Five Dollars
(Words)

\$ 157,275⁰⁰
(Figures)

TOTAL COMBINED BASE BID (BASE BIDS 1 THROUGH 2)

One Hundred Eighty Thousand One Hundred Twenty One Dollars
(Words)

\$ 180,121⁰⁰
(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.

The Bidder understands that the Owner reserves the right to make award on any basis deemed to be in the best interests 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.

It is the desire of the Owner to award this contract to a single contractor on the basis of the Total Combined Base Bid Items as set forth above. The individual pricing for each location shall be used for progress billing as necessary.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) 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 (\$ _____) 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 one of the base bids listed, irrespective of whether they are named in said list.

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

(Signatures continued on next page)

(SEAL - if Bid is by
a corporation.)

Respectfully submitted,

Bidder

By: Charles Z. Watkins
(Signature)

Charles Z. Watkins
*(Printed)

Title: Vice President

Business Address: _____

1708 Industrial Loop Rd

Palaski, TN 38478

Telephone Number: 931-363-5474

Contractor's
License Number: 40591

Contractor's
Monetary Limit: \$750,000⁰⁰

Expiration Date: July 31, 2019

*Type or print name below signature.

END OF SECTION

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.

R. J. WATKINS AND SON CONSTRUCTION, INC.

Principal

By:

Charles Z. Watkins

Charles Z. Watkins

Print Name and Title

DECEMBER 21, 2017

Date

DEVELOPERS SURETY AND INDEMNITY COMPANY

Surety

By:

Amela Puskarich

General Agent or AMELA PUSKARICH
Attorney-in-Fact ATTORNEY-IN-FACT

DECEMBER 21, 2017

Date

(Seal)

END OF SECTION

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19726, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Stephanie Richardson, Andrew Bennett, James L. Noe III, Craig Whitlow, Pamela Puskerich, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every not necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of each officers may be attested to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so attested and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lanston*
Mark Lanston, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lanston
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 21st day of December, 2017

By: *Cassie J. Panisford*
Cassie J. Panisford, Assistant Secretary



NOTICE OF AWARD

Date: January 30, 2018

TO: Charles Z. Watkins
R. J. Watkins and Son Construction, Inc.
1708 Industrial Loop Road
Pulaski, TN 38478

PROJECT: City of Spring Hill Right Turn Lane Addition and Pedestrian Signalization
Improvements along Main Street (U.S. Highway 31)

Dear Mr. Watkins:

You are notified that your Bid dated Thursday December 21, 2017, for the above Project has been considered. The Board of Mayor and Aldermen awarded R. J. Watkins and Son Construction, Inc. on January 29, 2018. The Contract Price of your contract is \$180,121.00 for Bids #1 and #2.

Dempsey Dilling and Associates will be sending you three (3) unsigned original Agreement and associated Performance and Payment Bonds for the construction of this project.

1. Please return to the Owner the fully executed Agreements for the Mayor's signature
2. Please return fully executed Performance and Payment Bonds to the City along with the signed Agreements.
3. Please sign this original Notice of Award, with the Acceptance of Notice below, fully executed.

R. J. Watkins and Son Construction, Inc.
January 30, 2018
Page 2 of 2

Within fifteen days (15) days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

CITY OF SPRING HILL, TENNESSEE

Victor Lay
City Administrator

ACCEPTANCE OF NOTICE

City of Spring Hill
Company

Victor Lay
Name


Signature

City Administrator
Title

Receipt Date