



CITY OF KNOXVILLE

**BID DOCUMENTS FOR**

**Name of Project:** Seventeenth Street Bridge Repair

**Project Number:** 25C-B-0763

**Bid Date & Time:** March 20, 2025 @ 11:00:00 am (Eastern)

**BIDDER IDENTIFICATION:**

Name: Southern Constructors, Inc.

Address: 1150 Maryville Pike (37920), P.O. Box 9476, Knoxville, TN 37940

License Number: 25089 Expiration Date: 9/30/2025

Classification: BC-B; BC-C; CMC-B; HC; HRA; MU License Limit: Unlimited

**SUBCONTRACTORS:**

- Plumbing (if applicable): None Required

License #: N/A Expiration Date: N/A

Classification: N/A

- HVAC (if applicable): None Required

License #: N/A Expiration Date: N/A

Classification: N/A

- Electrical (if applicable): N/A Required

License #: N/A Expiration Date: N/A

Classification: N/A

- Masonry (if applicable): None Required

License #: N/A Expiration Date: N/A

Classification: N/A

Southern Constructors, Inc. has complied with the instructions to bidders and has fully completed all bid forms without any qualifying statement.

BID PROPOSAL  
CITY OF KNOXVILLE, TENNESSEE

**Seventeenth Street Bridge Repair Project**  
**Project No. 25C-B-0763**

TO THE PURCHASING AGENT  
CITY OF KNOXVILLE, TENNESSEE

Southern Constructors, Inc. hereby propose(s) to furnish all material, labor, and appliances and do all work required to complete the Contract for the Seventeenth Street Bridge Repair Project, Project No. 25C-B-0763, located in the City of Knoxville, Tennessee, in a workmanlike manner and in accordance with the plans of the Department of Engineering and specifications herewith attached.

Bidder further agrees that in case of failure to sign a delivered contract within thirty (30) days, the certified check or bid bond accompanying this bid and the proceeds thereof shall be the property of the City of Knoxville if the City chooses to retain said bid bond or check.

**BID SCHEDULE**

ITEM NO.	DESCRIPTION	UNITS	TOTAL QUANTITY	PRICE PER UNIT	TOTAL PRICE PER ITEM
403-01	Bituminous Material for Tack Coat	TON	0.31	1,100 <sup>00</sup>	341 <sup>00</sup>
411-02.10	ACS Mix (PG70-22) Grading D	TON	76	425 <sup>00</sup>	32,300 <sup>00</sup>
604-10.14	Remove Existing Wearing	LS	1	60,000 <sup>00</sup>	60,000 <sup>00</sup>
604-10.50	Bridge Deck Repair (Partial Depth of Slab)	SY	42	600 <sup>00</sup>	25,200 <sup>00</sup>
617-01	Bridge Deck Sealant	SY	711	50 <sup>00</sup>	35,550 <sup>00</sup>
712-01	Traffic Control	LS	1	70,000 <sup>00</sup>	70,000 <sup>00</sup>
712-04.01	Flexible Drums (Channelizing)	EA	143	55 <sup>00</sup>	7,865 <sup>00</sup>
712-05.01	Warning Lights (Type A)	EA	24	55 <sup>00</sup>	1,320 <sup>00</sup>
712-06	Signs (Construction)	SF	594	15 <sup>00</sup>	8,910 <sup>00</sup>
712-07.03	Temporary Barricade (Type III)	LF	194	55 <sup>00</sup>	10,670 <sup>00</sup>
712-09.08	Removable Pavement Marking (6" line)	LF	7,750	5 <sup>00</sup>	38,750 <sup>00</sup>
712-09.31	Removable Black-Out Tape (8")	LF	5,912	5 <sup>00</sup>	29,560 <sup>00</sup>
713-16.01	Changeable Message Sign Unit	EA	4	10,000 <sup>00</sup>	40,000 <sup>00</sup>
717-01	Mobilization	LS	1	15,000 <sup>00</sup>	15,000 <sup>00</sup>
920-11	Enhanced Flatline Thermo Pvmnt Marking (6" Line)	LF	591	3 <sup>00</sup>	1,773 <sup>00</sup>
TOTAL BID				\$ 377,239 <sup>00</sup>	

TOTAL BID (In Words):

Three Hundred Seventy Seven Thousand Two Hundred Thirty Nine Dollars and 00/100



In submitting this bid it is understood that the right is reserved by the City of Knoxville to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within ninety (90) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within fifteen (15) days after the contract is presented to him for signature.

Security of the sum of Five Percent of Bid Amount Dollars  
(\$ 5% of Bid amount), in the form of Bid Bond, is submitted herewith in accordance with the Specifications.

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time-clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the Project within sixty (60) calendar days thereafter. Bidder further agrees to pay liquidated damages in the sum of six hundred dollars (\$600.00) for each consecutive calendar day thereafter as provided in the General Conditions.

Bidder acknowledges receipt of the following addendum:

Addendum One, dated 3/6/2025

Addendum Two, dated 3/20/2025

The Bidder is prepared to submit a financial and experience statement upon request.

Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal. Also attached is a Statement of Bidder's Qualifications.

Date: March 20, 2025

Southern Constructors, Inc.

Name of Bidder

State License No: 25089

By

Tax ID Number: 62-1377263

Title President

Official Address (including Zip Code):

1150 Maryville Pike (37920)

P.O. Box 9476

Knoxville, TN 37940

Incorporated under the laws of the State of Tennessee

## ***SUBMISSION AFFIDAVITS AND CERTIFICATIONS***

We Southern Constructors, Inc.

(Bidder/Proposer Company Name)

do certify that on the

Seventeenth Street Bridge Repair, Project No. 25C-B-0763

(Solicitation Title / Project Name)

we are in receipt of the following checked items and do hereby certify or affirm as follows:

### **SUBCONTRACTOR/CONSULTANT STATEMENT**

#### **Please select one:**

#### ☐ **Option A: Intent to subcontract using Diverse Businesses**

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **percentage** of the amount that we plan to pay is:

                     %.

Total Estimated Percentage of Subcontracted Service

<b>Diversity Business Enterprise Utilization</b>			
Description of Work/Project	Percentage	Diverse Classification (MBE, WBE, SBE, SDVBE, PDBE)	Name of Diverse Business

#### ☒ **Option B: Intent to perform work “without” using Diverse Businesses**

We hereby certify that it is our intent to perform 100 % of the work required for the contract; work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

#### ☐ **Option C: Intent to self-perform work as a Diversity Business Enterprise.**

We intend to self-perform 100% of the work required for the contract as a Diversity Business



Enterprise.

#### ☒ **NON-COLLUSION AFFIDAVIT**

- (1) Submitted Proposal is genuine and is not a collusive or sham Proposal;
- (2) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this signatory, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed contract or agreement; and
- (3) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this signatory.

#### ☒ **NO CONTACT / NO ADVOCACY AFFIDAVIT**

1. NO CONTACT POLICY: After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Agent (Penny Owens). Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
2. NO ADVOCATING POLICY: To ensure the integrity of the review and evaluation process, companies and/or individuals submitting proposals for any part of this project, as well as those persons and/or companies representing such proposers, may not lobby or advocate to the City of Knoxville staff including, but not limited to, members of City Council, Office of the Mayor, Community Empowerment Department, or any other City staff.

**Any company and/or individual who does not comply with the above stated “No Contact” and “No advocating” policies may be subject to having their proposal rejected from consideration.**

#### ☒ **CHILD CRIME AFFIDAVIT**

The Proposer agrees not to allow any employee or volunteer who is awaiting trial or has been convicted of a felony crime involving the sexual exploitation of children, sexual offenses involving children or violent crimes to participate in this Agreement at sites where children may be present. Failure by the Proposer to comply with this requirement is grounds for immediate termination of the Agreement.

#### ☒ **IRAN DIVESTMENT ACT**

## CERTIFICATION OF NONINCLUSION

**NOTICE:** Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12-106\\_Iran\\_Divestment\\_Act\\_updated\\_7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf)

By submission of this form, the proposer certifies that the above-named firm, under penalty of perjury to the best of its knowledge and belief, and any proposed suppliers are not on the list created pursuant to § 12-12-106.

### ☒ NON-BOYCOTT OF ISRAEL

For submissions with a total cost of \$250,000 or greater, the Signatory certifies that the proposed firm and any subcontractors or suppliers certify that the firms, subcontractors and suppliers are not boycotting Israel pursuant to Tenn. Code Ann. §12-4-1 and will not during the term of any award.

### ☒ DRUG-FREE WORKPLACE AFFIDAVIT

Bidder has personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and certifies that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tenn. Code Ann. §§ 50-9-101 et. seq., have been met and implemented.

State of Tennessee

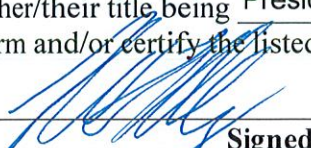
County of Knox

Richard E. Huskey,

being duly sworn, deposes, and says that:

He/She/They is a principal officer of Southern Constructors, Inc., the firm submitting the attached Proposal,

his/her/their title, being President, and he/she/they has authority to affirm and/or certify the listed declarations.

  
\_\_\_\_\_  
**Signed**  
Richard E. Huskey

\_\_\_\_\_  
President

\_\_\_\_\_  
Title

Subscribed and sworn to before me this 20<sup>th</sup> day of March, 2025.  
Paula L. Snelling  
NOTARY PUBLIC Paula L. Snelling

My Commission expires 1/3/2027





BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

Southern Constructors, Inc.

As Principal, and Travelers Casualty and Surety Company of America

as Surety, are hereby held and firmly bound unto

City of Knoxville as Owner in the penal sum of

Five Percent of the Amount Bid (5%) 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 20<sup>th</sup> day of March, 2025.

The condition of the above obligation is such that whereas the Principal has submitted to

City of Knoxville a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the

Seventeenth Street Bridge Repair, Project No. 25C-B-0763

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) 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.

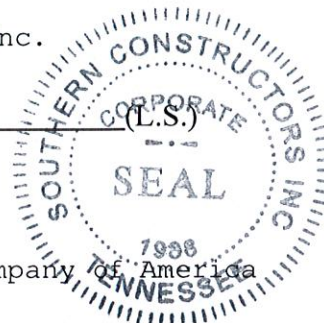
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such extension.

IN WITNESS, THEREOF, 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.

Southern Constructors, Inc.

By:



  
Principal  
Richard E. Huskey President



Travelers Casualty and Surety Company of America  
Surety



SEAL

Signed by:  
  
By  AADD4F8CA1C541C...

Catherine L. McMillan, Attorney-in-Fact





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Catherine L. McMillan of KNOXVILLE, Tennessee, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:

*Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



*Marie C. Tetreault*  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 20th day of March, 2025



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



## Certificate Of Completion

Envelope Id: 8C426A2E-75EB-445D-8F94-87693F517D2F

Status: Completed

Subject: Complete with Docusign: SCI (BB) Seventeenth Street Bridge Repair, Project No. 25C-B-0763.pdf

Source Envelope:

Document Pages: 3

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Andrew Brown

AutoNav: Enabled

360 Hamilton Ave

Enveloped Stamping: Enabled

White Plains, NY 10601

Time Zone: (UTC-06:00) Central Time (US & Canada)

Andrew.Brown02@MarshMMA.com

IP Address: 12.125.40.250

## Record Tracking

Status: Original

Holder: Andrew Brown

Location: DocuSign

3/11/2025 11:26:56 AM

Andrew.Brown02@MarshMMA.com

## Signer Events

Catherine L. McMillan

cathy.mcmillan@marshmma.com

Account Executive

Marsh & McLennan Agency LLC

Security Level: Email, Account Authentication  
(None)

## Signature

Signed by:  
  
AADD4F6CA1C541C...

Signature Adoption: Pre-selected Style  
Using IP Address: 12.125.40.250

## Timestamp

Sent: 3/11/2025 11:27:18 AM

Viewed: 3/11/2025 11:32:06 AM

Signed: 3/11/2025 11:33:27 AM

## Electronic Record and Signature Disclosure:

Accepted: 3/14/2024 10:26:50 AM

ID: d1d503d0-f3d0-4600-a92d-5da72fac8344

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/11/2025 11:27:19 AM
Certified Delivered	Security Checked	3/11/2025 11:32:06 AM
Signing Complete	Security Checked	3/11/2025 11:33:27 AM
Completed	Security Checked	3/11/2025 11:33:27 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		