

- m. A Resolution authorizing the Mayor to execute an agreement with Southern Constructors, Inc. in an amount not to exceed \$377,239.00 to provide construction services to repair the Seventeenth Street Bridge.



CITY OF KNOXVILLE, TENNESSEE

City Council

AGENDA INFORMATION SHEET

AGENDA DATE: April 29, 2025

DEPARTMENT: Engineering Department

DIRECTOR or DESIGNEE: Tom Clabo

AGENDA SUMMARY

A Resolution authorizing the Mayor to execute an agreement with Southern Constructors, Inc. in an amount not to exceed \$377,239.00 to provide construction services to repair the Seventeenth Street Bridge.

COUNCIL DISTRICT(S) AFFECTED

1st, 6th

BACKGROUND

In 2021, the City of Knoxville received letters of interest for professional engineering services for the Seventeenth Street bridge over Norfolk Southern Railroad. From that process, CDM Smith, Inc. was contracted to provide bridge inspection services, an inventory of the areas of the bridge that require repairs, and cost estimates to repair or to replace the bridge. Based on CDM Smiths' findings, the Engineering Department determined that extending the service life of the bridge through repairs to the deck is the most efficient and cost-effective option. In 2024, CDM Smith, Inc. was contracted to provide design services to provide the final construction plans and specifications for a construction contract. The City issued an Invitation to Bid resulting in Southern Constructors, Inc. with the lowest and most responsive and responsible bid.

ESTIMATED PROJECT SCHEDULE

The project shall be completed within 60 days of issuance of the Notice-to-Proceed.

PRIOR ACTION/REVIEW

10/29/2024 R-299-2024 approved design services for construction bid documents.

FISCAL INFORMATION

This construction contract will be funded by the Bridge Maintenance Program (ENG PROJECT 233001).

AIS Prepared By: David Skov - 215-6105

RESOLUTION NO. _____

RESOLUTION

A RESOLUTION OF THE COUNCIL OF THE CITY OF KNOXVILLE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SOUTHERN CONSTRUCTORS, INC. IN AN AMOUNT NOT TO EXCEED \$377,239.00 TO PROVIDE CONSTRUCTION SERVICES TO REPAIR THE SEVENTEENTH STREET BRIDGE.

RESOLUTION NO: _____

REQUESTED BY: Engineering

PREPARED BY: Law

APPROVED: _____

APPROVED AS AN EMERGENCY MEASURE: _____

MINUTE BOOK: _____ PAGE _____

WHEREAS, the City of Knoxville (the “City”) advertised for bids to repair the Seventeenth Street Bridge over Norfolk Southern Railroad (“Project”); and

WHEREAS, Southern Constructors, Inc. submitted the lowest, most responsive bid for said Project in the amount of Three Hundred Seventy-Seven Thousand Two Hundred Thirty-Nine and 00/100 Dollars (\$377,239.00); and

WHEREAS, Southern Constructors, Inc. has the necessary qualifications and expertise to perform said work and the Department of Engineering recommends that contract be awarded to it.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE
CITY OF KNOXVILLE:**

SECTION 1: The Mayor of the City of Knoxville is hereby authorized to execute an agreement in substantially the same form as the one attached hereto between the City of Knoxville and Southern Constructors, Inc. in an amount not to exceed Three Hundred Seventy-Seven Thousand Two Hundred Thirty-Nine and 00/100 Dollars (\$377,239.00) to repair the Seventeenth Street bridge, as set forth in the bid and contract documents.

SECTION 2: This Resolution shall take effect from and after its passage, the welfare of the City requiring it.

Presiding Officer of the Council

Recorder

Lisa B. Hatfield
Attorney
City of Knoxville

Document No. C-_____

AGREEMENT

This Agreement is made by and between the **City of Knoxville**, a municipal corporation organized and existing under the laws of the State of Tennessee, 400 Main Avenue, P.O. Box 1631, Knoxville, Tennessee 37901 (“City”), and **Southern Constructors, Inc.**, a Tennessee corporation, 1150 Maryville Pike, Knoxville, Tennessee 37920 (“Contractor”).

WITNESSETH:

WHEREAS, the City advertised for bids to repair the Seventeenth Street bridge over Norfolk Southern Railroad, Project No. 25C-B-0763 (“Project”); and

WHEREAS, Contractor submitted the lowest, most responsive bid for said Project in the amount of Three Hundred Seventy-Seven Thousand Two Hundred Thirty-Nine and 00/100 Dollars (\$377,239.00); and

WHEREAS, Contractor has the necessary qualifications and expertise to perform said work and the Department of Engineering recommends that contract be awarded to it; and

WHEREAS, City Council by Resolution No. _____ on April 29, 2025, authorized the Mayor of the City of Knoxville to execute this Agreement on behalf of the City.

NOW, THEREFORE, the City and Contractor, for the mutual considerations and promises stated herein, agree as follows:

1. Scope of Work. Contractor will provide all supervision, technical personnel, equipment, labor, and materials, and perform and complete all work in a satisfactory manner necessary to remove asphalt overlay on bridge deck and approaches, repair deteriorated concrete, repair bridge joints, seal concrete deck, place asphalt overlay, and provide traffic control during

the phased construction, and perform other work as necessary to complete the Project all in strict accordance with the contract documents and specifications for the Seventeenth Street Bridge Repair Project, No. 25C-B-0763, prepared by the City of Knoxville Engineering Department. The bridge length is approximately 94 feet. The length of resurfacing including bridge approaches is approximately 148 feet.

2. Contract Documents. The executed Contract Documents will consist of the following:

- (a) This Agreement
- (b) Invitation for Bids and any Addenda thereto
- (c) Instructions to Bidders
- (d) Signed copy of Bid and Proposal
- (e) General Conditions
- (f) Supplemental General Conditions
- (g) Special Conditions
- (h) Technical Specifications
- (i) Drawings

Contract documents not appended to this agreement are located in the City of Knoxville Engineering Department Library at 3131 Morris Avenue, Knoxville, Tennessee. To the extent there is a conflict between the terms of any of the documents that constitute this Agreement, the terms that provide the greater benefit to the City and/or impose the greater obligation on Contractor shall control.

3. Termination. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to Contractor. If the City terminates this Agreement, and such termination is not a result of a default by Contractor, Contractor shall be entitled to receive as its sole and exclusive remedy just compensation for all satisfactory, authorized services completed prior to the effective date.

4. Term and Liquidated Damages. The date of beginning and the time for completion of the work are essential conditions of this Agreement, and the work embraced shall be commenced on the date specified in a written Notice to Proceed. Contractor shall perform the work with due and reasonable diligence and fully complete the Project within sixty (60) days from the issuance of the Notice to Proceed. Contractor further agrees to pay liquidated damages to the City in the sum of Six Hundred and 00/100 Dollars (\$600.00) for each consecutive day thereafter as provided in the General Conditions.

5. Contract Price. The City shall pay to Contractor for the satisfactory performance of the contract subject to additions and deductions and in accordance with the bid as provided in the contract documents, unless modified by a Contract Change Order, an amount not to exceed Three Hundred Seventy-Seven Thousand Two Hundred Thirty-Nine and 00/100 Dollars (\$377,239.00).

Contractor shall submit invoices for services rendered to the City in a form approved by the City, shall indicate the time period during which the services were provided and shall be signed by Contractor to certify its accuracy.

The City will pay Contractor for services satisfactorily rendered within thirty (30) days of the receipt of Contractor's undisputed invoice. Payment for services rendered does not indicate the City's acceptance of such services as being fully in accord with all the provisions of this Agreement.

6. Retainage. The City will retain five percent (5%) of payment for all work covered by the contract documents. Upon completion of all work covered by the contract documents to the final satisfaction of the City, the retainage balance will be paid to the contractor.

7. Changes in the Work. The City may at any time, if the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the services, an equitable adjustment shall be authorized by Change Order or Amendment. All Change Orders must be approved and signed by the City and Contractor.

8. Notices. Any notice required or permitted under this Agreement will be directed to the following representatives or such other address as either party may designate by written notice to the other:

City of Knoxville:

Penny Owens, Purchasing Agent
P.O. Box 1631
Knoxville, TN 37901
(865) 215-2070

Contractor:

Richard E. Huskey, President
Southern Constructors, Inc.
1150 Maryville Pike (37920)
P.O. Box 9476
Knoxville, TN 37940
(865) 579-5351

cc: Shawn E. Fitzpatrick, P.E., Chief Civil Engineer
City of Knoxville
P.O. Box 1631
Knoxville, TN 37901
(865) 215-6100

Notices shall be in writing and shall be effective when actually delivered in person, received via facsimile transmission, or private carrier with signature confirmation, or when received in the U.S. Mail, certified with return receipt requested, postage pre-paid and addressed to the party as stated above.

9. Indemnification. Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of

this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

10. Insurance. Contractor shall at its sole expense obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types

and amounts of insurance for claims which may arise from or in connection with this Agreement. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better.

- (a) Commercial General and Umbrella Liability Insurance; occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

- (1) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.
- (2) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers,

employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

- (b) Automobile Liability Insurance; including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.
- (c) Workers' Compensation Insurance. Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by contractor's workers' compensation insurance coverage.
- (d) Completed Operations Insurance. Contractor shall procure and shall maintain liability coverage that shall include completed operations coverage, and Contractor shall maintain such coverage for a period of two (2) years from the date of the City's final acceptance of the project.

- (e) Excess Liability Insurance. Contractor shall maintain excess liability insurance in addition to the insurance specified above with a limit of not less than \$2,000,000.00 each occurrence. This coverage shall be on a follow form basis.
- (f) Other Insurance Requirements. Contractor shall:
 - (1) Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville, P.O. Box 1631, Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.
 - (2) Upon the City's request, provide certified copies of endorsements and policies in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsement(s), proof of such policy wording or endorsement(s) will be required.

- (3) Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- (4) Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
- (5) If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
- (6) Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
- (7) Large Deductibles: Self-Insured Retentions. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the

commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the City.

(8) Waiver of Subrogation Required. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.

(9) Occurrence Basis Requirement. All general liability policies must be written on an occurrence basis unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

11. Non-Discrimination. Contractor:

- (a) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, familial status or national origin;

- (b) will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability or familial status or national origin;
- (c) will, in all solicitations or advertisements for employees placed by or on behalf of itself, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, disability, familial status or national origin; and
- (d) will include these provisions in every subcontract or sublease let by or for it.

12. Ethical Standards. Contractor hereby takes notice of and affirms that it is not in violation of, or has not participated, and will not participate, in the violation of any of the following ethical standards prescribed by the Knoxville City Code:

- (a) Sec. 2-1048. Conflict of Interest.

It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee's knowledge there is a financial interest possessed by:

- (1) The employee or the employee's immediate family;

- (2) A business other than a public agency in which the employee or a member of the employee's immediate family serves as an officer, director, trustee, partner or employee; or
- (3) Any other person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment.

(b) Sec. 2-1049. Receipt of Benefits from City Contracts by Councilmembers, Employees and Officers of the City.

It shall be unlawful for any member of Council, member of the Board of Education, officer or employee of the City to have or hold any interest in the profits for emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the City in which any member of Council, member of the Board of Education, officer or employee has or holds any such interest is void.

(c) Sec. 2-1050. Gratuities and Kickbacks Prohibited.

Gratuities. It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

- (1) An official action taken, or to be taken, or which could be taken;
- (2) A legal duty performed, or to be performed, or which could be performed; or

- (3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

Kickbacks. It is unlawful for any payment, gratuity or benefit to be made by or on behalf of a subcontractor or any person associate therewith as an inducement for the award of a subcontract or order.

(d) Sec. 2-1051. Covenant Relating to Contingent Fees.

- (a) Representation of Contractor. Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.

- (b) Intentional violation unlawful. The intentional violation of the representation specified in subsection (a) of this section is unlawful.

(e) Sec. 2-1052. Restrictions on Employment of Present and Former City Employees.

Contemporaneous employment prohibited. It shall be unlawful for any city employee to become or be, while such employee, an employee of any party

contracting with the particular department or agency in which the person is employed.

(f) Remedies for Violations. For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:

- (1) Oral or written warnings or reprimands;
- (2) Cancellation of transactions; and
- (3) Suspension or debarment from being a Contractor or subcontractor under city or city-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and hearing prior to imposition of any cancellation, suspension or debarment from being a Contractor or subcontractor under a city contract.

13. ADA Compliance. With regard to the services performed under this Agreement, Contractor will comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq., (“ADA”). Contractor agrees that it will defend, indemnify and hold the City harmless against any and all claims, demands, suits or causes of action which arise out of any negligent and/or intentional act or omission by Contractor, its employees, agents or representatives which violates the ADA. Contractor agrees that the City will not be responsible for any costs or expenses arising from Contractor’s failure to comply with the ADA.

14. Independent Contractor. Contractor and its agents and employees shall perform all work and render all services as an independent contractor; neither it nor its employees shall be

considered employees, partners or agents of the City, nor shall it or its employees be entitled to any benefits, insurance, pension, or workers' compensation as an employee of the City.

15. Assignment. The Contractor shall not assign or transfer any interest in this Agreement without obtaining the prior written approval of the City.

16. Subcontractors. Contractor shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

17. Written Amendments. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of this Agreement.

18. Required Approvals. Neither Contractor nor the City is bound by this Agreement until it is approved by the appropriate officials shown on the signature page of this Agreement.

19. Article Captions. The captions appearing in this Agreement are for convenience only and are not a part of this Agreement; they do not in any way limit or amplify the provisions of this Agreement.

20. Severability. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

21. Federal, State and Local Requirements. Contractor is responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.

22. Boycott of Israel. The Contractor certifies that it is not engaged in, and will not for the duration of this Agreement engage in, a boycott of Israel.

23. No Benefit for Third Parties. The services to be performed by the Contractor pursuant to this agreement with the City are intended solely for the benefit of the City, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the City or the contractor, its officers, employees, agents or contractors shall accrue to the Contractor or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety or any other third party as a result of this Agreement or the performance or non-performance of the Contractor's services hereunder.

24. Non-Reliance of Parties. Parties explicitly agree that they have **not** relied upon any earlier or outside representations other than what has been included in this Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

25. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots,

landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

26. EEO/AA. The City of Knoxville is an EEO/AA/Title VI/Section 504/ADA/ADEA Employer.

27. Governing Law and Venue. This Agreement will be governed and construed in accordance with the laws of the State of Tennessee. Any action for breach of this Agreement or to enforce or nullify any provision of this Agreement shall be instituted only in a court of appropriate jurisdiction in Knox County, Tennessee.

28. Entire Agreement. This Agreement forms the entire Agreement between the City and Contractor. Any prior representations, promises, agreements, oral or otherwise, between the parties, which are not embodied in this writing, will be of no force or effect.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement in two (2) copies as of the below-written date.

APPROVED AS TO FORM:

CITY OF KNOXVILLE

CHARLES W. SWANSON
LAW DIRECTOR

BY: _____
INDYA KINCANNON
MAYOR

DATE: _____

FUNDS CERTIFIED:

SOUTHERN CONSTRUCTORS, INC.

BOYCE H. EVANS
FINANCE DIRECTOR

BY: _____

(Printed Name)

TITLE: _____

Required Documents:

Certificate of Insurance

Performance Bond

Payment Bond



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 ⁰⁰	341 ⁰⁰
411-02.10	ACS Mix (PG70-22) Grading D	TON	76	425 ⁰⁰	32,300 ⁰⁰
604-10.14	Remove Existing Wearing	LS	1	60,000 ⁰⁰	60,000 ⁰⁰
604-10.50	Bridge Deck Repair (Partial Depth of Slab)	SY	42	600 ⁰⁰	25,200 ⁰⁰
617-01	Bridge Deck Sealant	SY	711	50 ⁰⁰	35,550 ⁰⁰
712-01	Traffic Control	LS	1	70,000 ⁰⁰	70,000 ⁰⁰
712-04.01	Flexible Drums (Channelizing)	EA	143	55 ⁰⁰	7,865 ⁰⁰
712-05.01	Warning Lights (Type A)	EA	24	55 ⁰⁰	1,320 ⁰⁰
712-06	Signs (Construction)	SF	594	15 ⁰⁰	8,910 ⁰⁰
712-07.03	Temporary Barricade (Type III)	LF	194	55 ⁰⁰	10,670 ⁰⁰
712-09.08	Removable Pavement Marking (6" line)	LF	7,750	5 ⁰⁰	38,750 ⁰⁰
712-09.31	Removable Black-Out Tape (8")	LF	5,912	5 ⁰⁰	29,560 ⁰⁰
713-16.01	Changeable Message Sign Unit	EA	4	10,000 ⁰⁰	40,000 ⁰⁰
717-01	Mobilization	LS	1	15,000 ⁰⁰	15,000 ⁰⁰
920-11	Enhanced Flatline Thermo Pvmnt Marking (6" Line)	LF	591	3 ⁰⁰	1,773 ⁰⁰
TOTAL BID				\$ 377,239 ⁰⁰	

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

Diversity Business Enterprise Utilization			
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

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 20th 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 20th 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.

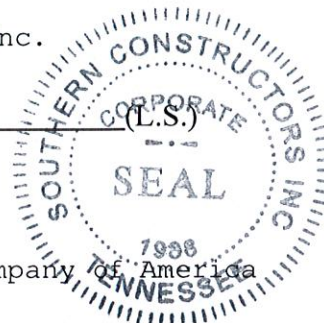
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such extension.

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		

Project: Seventeenth Street Bridge Repair
Project No: 25C-B-0763

CITY OF KNOXVILLE
BID SCHEDULE

CITY OF KNOXVILLE
DEPARTMENT OF ENGINEERING

SUMMARY OF BIDS

Southern Constructors, Inc.

Opened in Knoxville, TN
Date: March 20, 2025
Time: 11:00 a.m.

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	PRICE	AMOUNT
403-01	Bituminous Material for Tack Coat	TON	0.31	1,100.00	341.00
411-02.10	ACS Mix (PG70-22) Grading D	TON	76	425.00	32,300.00
604-10.14	Remove Existing Wearing Surface	LS	1	60,000.00	60,000.00
604-10.50	Bridge Deck Repair (Partial Depth of Slab)	SY	42	600.00	25,200.00
617-01	Bridge Deck Sealant	SY	711	50.00	35,550.00
712-01	Traffic Control	LS	1	70,000.00	70,000.00
712-04.01	Flexible Drums (Channelizing)	EA	143	55.00	7,865.00
712-05.01	Warning Lights (Type A)	EA	24	55.00	1,320.00
712-06	Signs (Construction)	SF	594	15.00	8,910.00
712-07.03	Temporary Barricade (Type III)	LF	194	55.00	10,670.00
712-09.08	Removable Pavement Marking (6" line)	LF	7,750	5.00	38,750.00
712-09.31	Removable Black-Out Tape (8")	LF	5,912	5.00	29,560.00
713-16.01	Changeable Message Sign Unit	EA	4	10,000.00	40,000.00
717-01	Mobilization	LS	1	15,000.00	15,000.00
920-11	Enhanced Flatline Thermo Pymt Marking (6" Line)	LF	591	3.00	1,773.00

TOTAL BID
Tabulated by:

Jeanine K. Hager

Certified Correct:
\$ 377,239.00

Ryne Denton

Checked By:

David L. M. Skov

Date:

3/26/2025

Approved By:

Shawn Fitzpatrick

Date:

3/36/2025