

RESOLUTION 22-06

A RESOLUTION TO AWARD THE CONTRACT TO S&W CONTRACTING COMPANY, INC. FOR INSTALLATION OF A TRAFFIC SIGNAL AT US 31 AND WILLIFORD COURT/MARY ANN CIRCLE

WHEREAS, the City of Spring Hill has committed to install a traffic signal at US 31 and Williford Court/Mary Ann Circle; and

WHEREAS, the City has contracted with The Corradino Group to provide professional services for the traffic signal design, bid process and to oversee construction; and

WHEREAS, The Corradino Group prepared a Request for Proposals for construction services with a bid opening on January 5, 2022; and

WHEREAS, two proposals were received with the apparent low bidder being S&W Contracting Company, Inc. with a bid amount of \$349,072.50; and

WHEREAS, The Corradino Group has reviewed all proposals and recommends the contract be awarded to S&W Contracting Company, Inc. at a total cost of \$349,072.50; and

WHEREAS, funding for the construction will be expensed from the General Fund (110-43100-932) to include \$300,000 of developer contribution funds; and

WHEREAS, City staff recommends approval of the construction contract with S&W Contracting Company, Inc. in the amount of \$349,072.50.

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

1. Award the contract for the construction services to install a traffic signal at US 31 and Williford Court/Mary Ann Circle to S&W Contracting Company, Inc. at a total bid cost of \$349,072.50.
2. Authorize the Mayor to sign the Construction Agreement included in the bid book, attached herein.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 18th day of January, 2022.


Jim Hagaman, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 22-06*

SUBMITTED BY: Missy Stahl, CIP Manager

DATE: January 18, 2022

RE: To award the contract to S&W Contracting Company, Inc. for the installation of a traffic signal at US 31 and Williford Court/Mary Ann Circle and authorize the Mayor to execute the contract

ATTACHMENTS: Recommendation letter from consultant, contract

PURPOSE:

The purpose of this resolution is to award the contract S&W Contracting Company, Inc. for installation of a traffic signal at US 31 and Williford Court/Mary Ann Circle and authorize the Mayor to execute the contract.

BACKGROUND:

The City of Spring Hill has a contract with The Corradino Group to provide professional services for the design, bid process and construction oversight for the installation of a new traffic signal on US31, as approved by TDOT. The Corradino Group advertised for bids for the project with a bid opening on January 5, 2022. Two bids were received with S&W Contracting Company, Inc. being the apparent low bidder at a cost of \$349,072.50.

The Corradino Group has reviewed all bids and recommends the award of the contract be to S&W Contracting Company for a construction cost of \$349,072.50. Staff concurs with this recommendation.

FINANCIAL IMPACT:

The project will be expensed through the General Fund (110-43100-932). The developer of Petra Commons subdivision (located to the east of this intersection) was required to contribute \$300,000 towards the project. In the current budget, there is the City's contribution of \$125,000.



STAFF RECOMMENDATION:

Staff recommends approval of Resolution 22-06 to award the contract to S&W Contracting Company, Inc. and to authorize the Mayor to sign the contract for the installation of a traffic signal at US 31 and Williford Court/Mary Ann Circle at a total cost of \$349,072.50.

THE CORRADINO GROUP, INC.

CORRADINO

ENGINEERS • PLANNERS • PROGRAM MANAGERS • ENVIRONMENTAL SCIENTISTS

January 11, 2022

Ms. Missy Stahl
CIP Manager
City of Spring Hill
199 Town Center Parkway
Spring Hill, TN 37174

**RE: Bid Tabulation and Recommendation of Award
Traffic Signalization of US 31 (Main St) and Williford Ct/Mary Ann Cir**

Dear Ms. Stahl:

Our office has completed a review of the bids opened for the project on January 5, 2022. We did not find any errors or irregularities in any of the bids. Below is a summary of the bids received from lowest to highest. As a result of the bids opened and reviewed, S&W Contracting Company, Inc. was the low bidder.

- | | |
|------------------------------------|--------------|
| 1. S&W Contracting Company, Inc. | \$349,072.50 |
| 2. Stansell Electric Company, Inc. | \$376,323.00 |

A bid tabulation is provided with this letter containing a summary of all the bids with unit prices, including the Engineer's Opinion of Probable Cost.

We have also reviewed the bid information submitted by S&W Contracting Company, Inc. and confirmed that all necessary information was submitted with their bid and is accurate and correct.

We therefore recommend award of this project to S&W Contracting Company, Inc. in the amount of \$349,072.50 and support the City entering into a contract with S&W Contracting Company, Inc. to complete work for this project.

Please do not hesitate to contact me with any questions.

Sincerely,
THE CORRADINO GROUP, INC.



Gerald Bolden, PE, PTOE
Vice President/TN Division Manager

7000 EXECUTIVE CENTER DRIVE • BLDG II, SUITE 250
BRENTWOOD, TN 37027
TEL 615.372.6972
FAX 615.372.7519
WWW.CORRADINO.COM

**TRAFFIC SIGNALIZATION OF US 31 (MAIN ST) AT WILLIFORD CT/MARY ANN CIR
 BID TABULATION
 BID OPENING: JANUARY 5, 2022**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S OPINION OF PROBABLE COST		STANSELL ELECTRIC COMPANY, INC.		S&W CONTRACTING COMPANY, INC.	
				UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 6,200.00	\$ 6,200.00	\$ 10,640.00	\$ 10,640.00
202-03.01	REMOVAL OF ASPHALT PAVEMENT	S.Y.	30	\$ 25.00	\$ 750.00	\$ 70.00	\$ 2,100.00	\$ 50.00	\$ 1,500.00
202-08.10	REMOVAL OF CURB (EXTRUDED SLOPING CURB)	L.F.	25	\$ 25.00	\$ 625.00	\$ 35.00	\$ 875.00	\$ 50.00	\$ 1,250.00
209-03.20	FILTER SOCK (8 INCH)	L.F.	300	\$ 9.00	\$ 2,700.00	\$ 4.00	\$ 1,200.00	\$ 20.00	\$ 6,000.00
209-05	SEDIMENT REMOVAL	C.Y.	2	\$ 22.40	\$ 44.80	\$ 700.00	\$ 1,400.00	\$ 250.00	\$ 500.00
407-20.05	SAW CUTTING ASPHALT PAVEMENT	L.F.	65	\$ 3.75	\$ 243.75	\$ 14.00	\$ 910.00	\$ 10.00	\$ 650.00
701-01.01	CONCRETE SIDEWALK (4 ")	S.F.	175	\$ 14.00	\$ 2,450.00	\$ 35.00	\$ 6,125.00	\$ 20.00	\$ 3,500.00
701-02.03	CONCRETE CURB RAMP	S.F.	75	\$ 32.00	\$ 2,400.00	\$ 41.00	\$ 3,075.00	\$ 60.00	\$ 4,500.00
702-01.01	EXTRUDED SLOPING CURB	L.F.	50	\$ 22.50	\$ 1,125.00	\$ 42.00	\$ 2,100.00	\$ 60.00	\$ 3,000.00
712-01	TRAFFIC CONTROL	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 14,400.00	\$ 14,400.00	\$ 7,500.00	\$ 7,500.00
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	30	\$ 40.00	\$ 1,200.00	\$ 35.00	\$ 1,050.00	\$ 50.00	\$ 1,500.00
712-05.01	WARNING LIGHTS (TYPE A)	EACH	30	\$ 20.00	\$ 600.00	\$ 20.00	\$ 600.00	\$ 30.00	\$ 900.00
712-06	SIGNS (CONSTRUCTION)	S.F.	192	\$ 9.00	\$ 1,728.00	\$ 13.00	\$ 2,496.00	\$ 12.00	\$ 2,304.00
712-07.03	TEMPORARY BARRICADES (TYPE III)	L.F.	24	\$ 18.25	\$ 438.00	\$ 70.00	\$ 1,680.00	\$ 30.00	\$ 720.00
712-08.03	ARROW BOARD (TYPE C)	EACH	1	\$ 1,300.00	\$ 1,300.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00
713-15	REMOVAL OF SIGNS, POSTS AND FOOTINGS	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00
713-16.20	SIGNS (R10-12, 24" X 30")	EACH	2	\$ 500.00	\$ 1,000.00	\$ 400.00	\$ 800.00	\$ 450.00	\$ 900.00
713-16.21	SIGNS (W3-3, 36"X36")	EACH	2	\$ 500.00	\$ 1,000.00	\$ 600.00	\$ 1,200.00	\$ 450.00	\$ 900.00
713-16.22	SIGNS (W16-15P, 24"X12")	EACH	2	\$ 250.00	\$ 500.00	\$ 200.00	\$ 400.00	\$ 450.00	\$ 900.00
713-16.23	SIGNS (LED ILLUMINATED STREET NAME SIGN)	EACH	6	\$ 4,000.00	\$ 24,000.00	\$ 3,700.00	\$ 22,200.00	\$ 3,864.00	\$ 23,184.00
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	100	\$ 18.50	\$ 1,850.00	\$ 27.00	\$ 2,700.00	\$ 50.00	\$ 5,000.00
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	1	\$ 215.00	\$ 215.00	\$ 340.00	\$ 340.00	\$ 500.00	\$ 500.00
716-02.09	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSSWALK)	L.F.	90	\$ 33.00	\$ 2,970.00	\$ 55.00	\$ 4,950.00	\$ 50.00	\$ 4,500.00
716-04.01	PLASTIC PAVEMENT MARKING (STRAIGHT-TURN ARROW)	EACH	1	\$ 275.00	\$ 275.00	\$ 340.00	\$ 340.00	\$ 750.00	\$ 750.00
716-08.30	HYDROBLAST REMOVAL OF PAVEMENT MARKING (LINE)	L.M.	0.012	\$ 8,000.00	\$ 96.00	\$ 15,000.00	\$ 180.00	\$ 30,000.00	\$ 360.00
716-08.33	HYDROBLAST REMOVAL OF PAVEMENT MARKING (TURN LANE ARROW)	EACH	2	\$ 500.00	\$ 1,000.00	\$ 70.00	\$ 140.00	\$ 500.00	\$ 1,000.00
716-13.01	SPRAY THERMO PVMT MRKING (60 mil)(4IN LINE)	L.M.	0.083	\$ 3,500.00	\$ 290.50	\$ 14,000.00	\$ 1,162.00	\$ 30,000.00	\$ 2,490.00
716-13.04	SPRAY THERMO PVMT MRKING (60 mil)(4IN DOTTED LINE)	L.F.	90	\$ 1.00	\$ 90.00	\$ 7.00	\$ 630.00	\$ 20.00	\$ 1,800.00
717-01	MOBILIZATION	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 24,200.00	\$ 24,200.00	\$ 10,000.00	\$ 10,000.00
730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	EACH	5	\$ 1,000.00	\$ 5,000.00	\$ 1,100.00	\$ 5,500.00	\$ 820.00	\$ 4,100.00
730-02.17	SIGNAL HEAD ASSEMBLY (150 A2H WITH BACKPLATE)	EACH	3	\$ 1,500.00	\$ 4,500.00	\$ 1,600.00	\$ 4,800.00	\$ 1,260.00	\$ 3,780.00
730-03.21	INSTALL PULL BOX (TYPE B)	EACH	6	\$ 1,000.00	\$ 6,000.00	\$ 800.00	\$ 4,800.00	\$ 600.00	\$ 3,600.00
730-05.01	ELECTRICAL SERVICE CONNECTION	EACH	1	\$ 3,500.00	\$ 3,500.00	\$ 3,200.00	\$ 3,200.00	\$ 3,500.00	\$ 3,500.00
730-08.01	SIGNAL CABLE - 3 CONDUCTOR	L.F.	1150	\$ 1.50	\$ 1,725.00	\$ 1.20	\$ 1,380.00	\$ 2.00	\$ 2,300.00
730-08.02	SIGNAL CABLE - 5 CONDUCTOR	L.F.	400	\$ 1.75	\$ 700.00	\$ 1.60	\$ 640.00	\$ 2.25	\$ 900.00
730-08.03	SIGNAL CABLE - 7 CONDUCTOR	L.F.	725	\$ 2.10	\$ 1,522.50	\$ 2.00	\$ 1,450.00	\$ 2.50	\$ 1,812.50
730-08.04	SIGNAL CABLE - 9 CONDUCTOR	L.F.	100	\$ 2.40	\$ 240.00	\$ 2.20	\$ 220.00	\$ 2.75	\$ 275.00
730-12.02	CONDUIT 2" DIAMETER (PVC)	L.F.	110	\$ 15.00	\$ 1,650.00	\$ 22.00	\$ 2,420.00	\$ 18.00	\$ 1,980.00
730-12.03	CONDUIT 3" DIAMETER (PVC)	L.F.	100	\$ 21.50	\$ 2,150.00	\$ 34.00	\$ 3,400.00	\$ 24.00	\$ 2,400.00
730-12.14	CONDUIT 3" DIAMETER (JACK AND BORE)	L.F.	210	\$ 40.00	\$ 8,400.00	\$ 80.00	\$ 16,800.00	\$ 50.00	\$ 10,500.00
730-13.07	VEHICLE DETECTOR (SIREN ACTIVATED PRIORITY CONTROL)	EACH	2	\$ 4,500.00	\$ 9,000.00	\$ 4,400.00	\$ 8,800.00	\$ 4,820.00	\$ 9,640.00
730-13.08	VEHICLE DETECTOR (WAVETRONIX SMARTSENSOR - ADVANCED)	EACH	2	\$ 9,500.00	\$ 19,000.00	\$ 8,900.00	\$ 17,800.00	\$ 8,587.00	\$ 17,174.00
730-13.09	VEHICLE DETECTOR (WAVETRONIX SMARTSENSOR - STOP LINE)	EACH	4	\$ 9,500.00	\$ 38,000.00	\$ 7,500.00	\$ 30,000.00	\$ 8,587.00	\$ 34,348.00
730-15.07	CABINET (TS2 TYPE 1 - 16 PHASE BASE MOUNTED)	EACH	1	\$ 20,000.00	\$ 20,000.00	\$ 18,500.00	\$ 18,500.00	\$ 18,420.00	\$ 18,420.00
730-16.14	CONTROLLER (MCCAIN 8 PHASE OMINI ATC EX2 NEMA)	EACH	1	\$ 5,800.00	\$ 5,800.00	\$ 5,800.00	\$ 5,800.00	\$ 5,120.00	\$ 5,120.00
730-23.30	PEDESTAL POLE (10')	EACH	3	\$ 4,500.00	\$ 13,500.00	\$ 2,000.00	\$ 6,000.00	\$ 2,500.00	\$ 7,500.00
730-23.72	CANTILEVER SIGNAL SUPPORT (1 @ 35')	EACH	1	\$ 22,500.00	\$ 22,500.00	\$ 26,300.00	\$ 26,300.00	\$ 21,198.00	\$ 21,198.00
730-24.78	CANTILEVER SIGNAL SUPPORT (2 @ 30' & 65')	EACH	1	\$ 35,000.00	\$ 35,000.00	\$ 50,200.00	\$ 50,200.00	\$ 45,366.00	\$ 45,366.00
730-25.17	CANTILEVER SIGNAL SUPPORT (1 @ 85')	EACH	1	\$ 37,500.00	\$ 37,500.00	\$ 49,600.00	\$ 49,600.00	\$ 46,071.00	\$ 46,071.00
730-26.11	COUNTDOWN PED SGNL HD W/ AUDIBLE PUSHBUTTON & 15" SIGN	EACH	4	\$ 1,750.00	\$ 7,000.00	\$ 2,100.00	\$ 8,400.00	\$ 1,860.00	\$ 7,440.00
801-03	WATER (SEEDING & SODDING)	M.G.	0.2	\$ 100.00	\$ 20.00	\$ 1,300.00	\$ 260.00	\$ 500.00	\$ 100.00
803-01	SODDING (NEW SOD)	S.Y.	60	\$ 7.50	\$ 450.00	\$ 60.00	\$ 3,600.00	\$ 30.00	\$ 1,800.00
				\$ 318,548.55		\$ 376,323.00		\$ 349,072.50	

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between CITY OF SPRING HILL (“Owner”) and
S&W Contracting Company, Inc - 952 New Salem Road - Murfreesboro, TN 37129 (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 *Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:*

The Project consists of construction of traffic signalization at the intersection of US 31 (Main St.) @ Williford Ct./Mary Ann Cir., including mast arm signal poles, radar detection, controller cabinet and foundation, pavement markings, pedestrian appurtenances (poles, signal heads, push buttons, and ADA ramps), concrete sidewalk, conduit, signal wiring and other related traffic signal appurtenances.

ARTICLE 2 – THE PROJECT

The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

The Project consists of construction of traffic signalization at the intersection of US 31 (Main St.) @ Williford Ct./Mary Ann Cir., including mast arm signal poles, radar detection, controller cabinet and foundation, pavement markings, pedestrian appurtenances (poles, signal heads, push buttons, and ADA ramps), concrete sidewalk, conduit, signal wiring and other related traffic signal appurtenances.

ARTICLE 3 – ENGINEER

3.01 *The part of the Project that pertains to the Work has been designed by:*

The Corradino Group
7000 Executive Center Drive, Bldg 2 – Suite 250
Brentwood TN 37027

3.02 *The Owner has retained The Corradino Group (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.*

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days

Number of days listed in Section A thru C, are calendar days, not work days, and include projected rain days and holidays.

A. Milestone 1 is defined as completion of material and documentation submittals/reviews and approvals and other administrative task necessary for processing and ordering materials, ie. traffic signal poles, pedestrian poles, traffic signal controller cabinet, etc. This Milestone shall be completed within **60 calendar days** after the date when the Contract Times commence to run as provided in Paragraph 4.01

of the General Conditions.

- B. After completion of Milestone 1, the Owner shall provide the Contractor a Notice to Commence field construction towards the completion of Milestone 2. Milestone 2 is defined as substantial completion of improvements identified within the traffic signal design plans including but not limited to installation of foundations, traffic signal poles, traffic signal heads, detection devices, wiring, traffic signal cabinet, controller, conduit, sidewalk, curb ramps, pavement markings, utility coordination, erosion control, and traffic control items, and any other necessary appurtenances associated with this Milestone. This Milestone shall be complete within a total of **150 calendar days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of ~~the~~ General Conditions. This time period consists of the combination of Milestone 1 time of 60 calendar days plus an additional 90 calendar days for construction activities.
- C. All work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **180 calendar days** after the date when the Contract Times commence to run.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 - 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 500 for each day that expires after such time until the Work is completed and ready for final payment.

4.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 *Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:*

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage; Stored Materials

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage of work completed but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
- B. No retainage shall be withheld from progress payments for this project.
- C. No payment shall be made to the Contractor for Stored Materials for this project. Payment for materials shall be made when the installed and included in the progress payment request.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 *All amounts not paid when due shall bear interest at the rate of 2.0 percent per annum.*

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 *In order to induce Owner to enter into this Contract, Contractor makes the following representations:*

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from

visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement;
 - 2. Performance bond (pages 43 to 46, inclusive).
 - 3. Payment bond (pages 47 to 51, inclusive).
 - 4. Other bonds.
 - a. Bid Bond (pages 39 to 41, inclusive).

NOTE(S) TO USER:

- 5. General Conditions (pages 55 to 132, inclusive).
- 6. Supplementary Conditions (pages 133 to 140, inclusive).
- 7. Specifications as listed in the table of contents of the Project Manual.
- 8. Drawings (not attached but incorporated by reference) consisting of a cover sheet and plan sheets with each sheet bearing the following general title: TRAFFIC SIGNAL DESIGN US 31 (MAIN ST) AT WILLIFORD CT/MARY ANN CIR [or] the Drawings listed on the attached sheet index.
- 9. Addenda.
- 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 27 to 37, inclusive).
- 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.

- b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 02-07-2022 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Spring Hill, TN

S&W Contracting Company, Inc.

By: [Signature]

By: Richie Bolin

Title: Mayor

Title: President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Approved as to Form
[Signature]
City Attorney



[Corporate Seal]

Address for giving notices:
City of Spring Hill
199 Town Center Parkway
Spring Hill, TN 37174

Address for giving notices:
S&W Contracting Company, Inc.
952 New Salem Road
Murfreesboro, Tennessee 37129

License No.: State Contractors License - 18759
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Designated Representative:

Designated Representative:

Name: APRIL GOAD
Title: CITY RECORDER
Address: 199 Town Center Parkway
Spring Hill, TN 37174
Phone: 931-486-2252
Facsimile: 931-486-0516

Name: Mitch Arnold
Title: Senior Project Manager
Address: 952 New Salem Road
Murfreesboro, Tennessee 37129
Phone: 615-893-2511 EXT 107
Facsimile: 615-895-2020
Email marnold@sandwcontracting.com
Cell 615-207-3327