



CITY OF WHITE HOUSE
Board of Mayor and Aldermen Meeting
Agenda
November 18, 2021
7:00 p.m.

1. Call to Order by the Mayor
2. Prayer by Community Pastor
3. Pledge by Aldermen
4. Roll Call
5. Adoption of the Agenda
6. Approval of Minutes of the October 21st Board of Mayor and Aldermen meeting
7. Welcome Visitors
8. Proclamation
9. Public Hearings
 - a. **Ordinance 21-24:** An ordinance amending the Municipal Code, Title 1, Chapter 1 Section 1-102; Description of Wards.
 - b. **Ordinance 21-25:** An ordinance to amend the Zoning Map from R-10, Residential High Density District to R-TC, Residential High Density Town Center Commercial District on Tyree Springs Road.
 - c. **Ordinance 21-26:** An ordinance to amend the Zoning Map and resubdivide land from C-2, General Commercial to NCRPUD, Neighborhood Center Residential Planned Unit Development on Hwy 31W.
10. Communication from Mayor, Aldermen, City Attorney, and City Administrator
11. Acknowledge Reports
 - A. General Government
 - B. Finance
 - C. Human Resources
 - D. Police
 - E. Fire
 - F. Public Services
 - G. Planning & Codes
 - H. Parks & Recreation
 - I. Library/Museum
 - J. Municipal Court
12. Consideration of the Following Resolutions:
 - a. **Resolution 21-19:** A resolution amending the schedule of fees for Hillcrest Municipal Cemetery.

13. Consideration of the Following Ordinances:

- a. **Ordinance 21-24:** An ordinance amending the Municipal Code, Title 1, Chapter 1 Section 1-102; Description of Wards. *Second Reading*.
- b. **Ordinance 21-25:** An ordinance to amend the Zoning Map from R-10, Residential High Density District to R-TC, Residential High Density Town Center Commercial District on Tyree Springs Road. *Second Reading*.
- c. **Ordinance 21-26:** An ordinance to amend the Zoning Map and resubdivide land from C-2, General Commercial to NCRPUD, Neighborhood Center Residential Planned Unit Development on Hwy 31W. *Second Reading*.
- d. **Ordinance 21-28:** An ordinance amending the Zoning Ordinance, Article 2, Section 2.020 Definitions and Article 4, Section 4.203, Development Standards for Campgrounds. *First Reading*.
- e. **Ordinance 21-29:** An ordinance amending the fiscal budget for the period ending June 30, 2022. *First Reading*.

14. Purchasing:

- a. To approve or reject the bid from Twin States Utilities and Excavation in the amount of \$1,490,070.00 for the Southern Force Main (DeeCee Rd. to Hester Dr.) project. The Public Services Director recommends approval.

15. Other Business:

- a. None

16. Discussion Items:

- a. None

17. Other Information:

- a. None

18. Adjournment:



CSR Engineering Inc.
1116 Main Street
Pleasant View, TN 37146
Phone: (615) 212-2389
Fax: (615) 246-3815
www.csrengineers.com

November 16, 2021

Gerald Herman
City of White House
105 College Street
White House, TN 37188

Re: Southern Force Main (DeeCee to Hester) Project Bid Certification

Dear Mr. Herman,

To the best of my knowledge, the attached Bid Tab is a true and exact tabulation of bids received. CSR has reviewed the bids for responsiveness and responsibility. After discussion with City Staff, we are in support of awarding to the lowest responsive and responsible bidder, Twin States Utilities & Excavation, in the amount of \$1,490,070.00 for the base bid.

Sincerely,

A handwritten signature in black ink, appearing to read "J L Reynolds", with a stylized flourish at the end.

Jason Reynolds, P.E.
CSR Engineering

Attachment: Bid Tab Summary (All Bidders)
SFM Bid Forms (Twin States Utilities & Excavating)



CITY OF WHITE HOUSE
 BID# 22-1083WW
 18" SOUTHERN FORCE MAIN
 Bid Opening: November 8, 2021 @ 2:00 pm

Company Name	Cumberland Pipeline	Cleary Construction	Norris Brothers Excavating	Infinity Pipeline, Inc	Reynolds Construction	Twin States Utilities & Excavation	L & G Construction	JSJ Construction
Address	2909 Cane Valley Mill, Columbia, KY 42728	2006 Edmonton Rd Tompkinsville, KY 42167	22 Northside Lane, Crossville, TN 38571	P.O. Box 928 Bowling Green, KY 42102	1825 Lebanon Pike Nashville, TN 37214	9440 Old Glasgow Rd Mount Hermon, KY 42157	2614 Hart St. Nashville, TN 37207	3995 Memorial Blvd Springfield, TN 371725
License Number	68387	41957	48700	3123	71155	62981	35552	67318
License Expiration	30-Nov-22	31-May-23	31-Jul-22		31-May-23	30-Nov-21	30-Apr-22	30-Nov-23
License Classification and Limit	Unlimited--MU-A; MU-C; MU-D	Unlimited--MU-BC	Unlimited--HR, HRA, MUA, MUC, MUD	License number, classification and limit and expiration was not on front of envelope	BC-B; BC-C; HC; HRA; MU	AGLM UNLIMITED; MU-A; MU-C	\$3,000,000 HRA-A; MU-A; MU-C; MU-D	Unlimited--BC; CMC; HC-A; HC-B; HC- C; HC-D; HC-E; HRA
IF ALL ITEMS LISTED ABOVE ARE INCLUDED - OPEN BID								
SIGNED BID BOND	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
SIGNED BID	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
BASE BID TOTAL	\$1,519,405.00	\$1,864,800.00	\$1,445,340.00	Rejected	\$2,560,534.00	\$1,490,070.00	\$2,389,190.00	\$1,857,620.00

Not

Responsive

BID BOND (PENAL SUM)

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): Twin States Utilities & Excavation, Inc.
P.O. Box 14
Mt. Hermon, Kentucky 42157

SURETY (Name, and Address of Principal Place of Business): Westfield Insurance Company
One Park Circle
Westfield Center, Ohio 44251

OWNER (Name and Address):
City of White House
105 College Street
White House, Tennessee 37188

BID

Bid Due Date: November 8th, 2021

Description: The project generally includes the placement of 4,350 linear feet of sewer main and associated appurtenances.

BOND

Bond

Number: Not Applicable/Bid Bond

Date: November 8, 2021

Penal sum	Five Percent of the Total Amount Bid	\$ 5% of the Total Amount Bid
	(Words)	(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Twin States Utilities & Excavation, Inc. (Seal)
Bidder's Name and Corporate Seal

By:

Signature

Joe Finley

Print Name

President

Title

Attest:

Signature

Title

SURETY

Westfield Insurance Company (Seal)
Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Pamela D. Puskarich

Print Name

Attorney-in-Fact

Title

Attest:

Signature Tylar Adams

Title

Account Manager

Note: Addresses are to be used for giving any required notice
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 03/01/17, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 4110812 07

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

JAMES L. NOE, III, STEPHANIE RICHARDSON, ANDREW C. BENNETT, DEIDRE KITTREDGE, CRAIG M. WHITLOW, PAMELA D. PUSKARICH, JOINTLY OR SEVERALLY

of FRANKLIN and State of TN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of MARCH A.D., 2017.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*
Dennis P. Baus, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 01st day of MARCH A.D., 2017, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:

David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 8th day of November A.D., 2021.



Frank A. Carrino Secretary
Frank A. Carrino, Secretary

BID FORM

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- Article 2 – Bidder's Acknowledgements**
- Article 3 – Bidder's Representations**
- Article 4 – Bidder's Certification**
- Article 5 – Basis of Bid**
- Article 6 – Time of Completion**
- Article 7 – Attachments to this Bid**
- Article 8 – Defined Terms**
- Article 9 – Bid Submittal**

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of White House, Tennessee
Attn: Carol Sturm, Purchasing Coordinator
105 College Street
White House, Tennessee 37188

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>11-3-21</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding 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 Bidder; and (3) Bidder's safety precautions and programs.

- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder 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 Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid 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.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following unit price(s):

A.

UNIT PRICE BID

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
Southern Force Main Items					
1	CONSTRUCTION STAKES, LINES, AND GRADES	LS	1	10,000. ⁰⁰	\$ 10,000. ⁰⁰
2	18" SDR 21 PVC C905 FORCE MAIN	LF	4400	180. ⁰⁰	\$ 792,000. ⁰⁰
3	12" SDR 21 PVC FORCE MAIN	LF	40	160. ⁰⁰	\$ 6400. ⁰⁰
4	COMBINATION AIR VALVE	EA	3	6500. ⁰⁰	\$ 19,500. ⁰⁰
5	18" GATE VALVE	EA	7	16,690. ⁰⁰	\$ 116,830. ⁰⁰
6	12" GATE VALVE	EA	4	3670. ⁰⁰	\$ 14,680. ⁰⁰
7	18"X12" REDUCER	EA	3	2930. ⁰⁰	\$ 8790. ⁰⁰
8	18" MJ WYE	EA	2	9160. ⁰⁰	\$ 18,320. ⁰⁰
9	12" MJ WYE	EA	1	2650. ⁰⁰	\$ 2650. ⁰⁰
10	CONNECTION PER DETAILS AT BEGIN AND END OF FORCE MAIN (work beyond other bid items)	LS	1	25,000. ⁰⁰	\$ 25,000. ⁰⁰
11	STEEL ENCASEMENT @ ROAD CROSSING	LF	670	600. ⁰⁰	\$ 402,000. ⁰⁰
12	TYPICAL ASPHALT DRIVE REPAIR	EA	2	6720. ⁰⁰	\$ 13,440. ⁰⁰
13	GRAVEL DRIVE REPAIR	EA	1	500. ⁰⁰	\$ 500. ⁰⁰
14	TYPICAL PAVEMENT REPAIR-PATCH	SY	120	143. ⁰⁰	\$ 17,160. ⁰⁰
15	BACKFILL (STONE)	TON	260	30. ⁰⁰	\$ 7800. ⁰⁰
16	PAVEMENT MARKING	LS	1	5000. ⁰⁰	\$ 5000. ⁰⁰
17	TRAFFIC CONTROL	LS	1	10,000. ⁰⁰	\$ 10,000. ⁰⁰
18	MOBILIZATION	LS	1	10,000. ⁰⁰	\$ 10,000. ⁰⁰
19	EROSION CONTROL, FINAL STABILIZATION	LS	1	10,000. ⁰⁰	\$ 10,000. ⁰⁰
Total of All Unit Price Bid Items				\$ 1,490,070.⁰⁰	

And written in total as: One million, four hundred and Ninety

thousand and Seventy dollars and ^{NO}/100 Cents Dollars.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

Bidder agrees that the Work for Southern Force Main will be substantially complete within 150 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions. The bidder agrees ALL Work for the project will be fully complete within 180 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and 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.

- 6.01 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project References;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No.: 62981 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- G. Required Bidder Qualification Statement with supporting data; and
- H. Drug-Free Workplace Affidavit
- I. Non-Discrimination Policy
- J. Statement of Compliance-Illegal Immigrants
- K. Iran Divestment

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Twin States Utilities & Excavation, Inc.

By:

[Signature]

Joe Finley

[Printed name]

Joe Finley

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Stephanie Finley

[Printed name]

Stephanie Finley

Title:

Corporate Secretary

Submittal Date:

11-8-21

Address for receiving notices from the owner:

9440 Old Glasgow Rd.

Mount Hermon, KY 42157

Telephone Number:

270-427-5300

Fax Number:

270-427-5400

Contact Name and e-mail
address:

Joe Finley

jfinley@twinstatesinc.com

Bidder's License No.:

62981

(where applicable)

See Attached

BID BOND (PENAL SUM)

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name, and Address of Principal Place of Business):

OWNER (Name and Address):

City of White House
105 College Street
White House, Tennessee 37188

BID

Bid Due Date: November 8th, 2021

Description: The project generally includes the placement of 4,350 linear feet of sewer main and associated appurtenances.

BOND

Bond

Number:

Date:

Penal sum

\$

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

*Note: Addresses are to be used for giving any required notice
Provide execution by any additional parties, such as joint venturers, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
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8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned, principal officer of Twin States Utilities & Excavation, Inc., an employer of five (5) or more employees contracting with the City of White House, Tennessee to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of Twin States Utilities & Excavation, Inc. (hereinafter referred to as the "Company", and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with title 50, Chapter 9, of the Tennessee Code Annotated.
3. The undersigned also attests that the requirements of the drug-free workplace program or drug and alcohol testing program operated by the bidder are at least as stringent as the program operated by the City of White House, Tennessee.
4. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

Joe Finley
Name of Officer Joe Finley

President
Title of Officer

State of Kentucky
County of Monroe

Before me personally appeared Joe Finley, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 8th day of November, 20 21.

Cheryl Adams - 632756
Notary Public

My commission expires: 10-18-2023





IN BUREAU OF
WORKERS COMPENSATION

11/22

DRUG-FREE
WORKPLACE PROGRAM

Tennessee Bureau of Workers' Compensation
220 French Landing Drive, 1-B
Nashville, TN 37243-1002

Phone: 615-532-1321 FAX: 615-253-5265 Email: tbwc@tn.gov
<http://www.tn.gov/workforce/article:drug-free-workplace-program>

DRUG-FREE WORKPLACE PROGRAM APPLICATION

202174339

- This application must be complete, legible and signed or it will be RETURNED.
- This application must be resubmitted anytime the employer changes insurance carriers.
- This form must be submitted to the Bureau. Please include the completed original copy of this form plus one pre-addressed, stamped envelope to the insurance carrier and one pre-addressed, stamped envelope to the employer.
- RENEWAL APPLICATION MUST BE RENEWED ANNUALLY.

Circle one: New application ☒ Renewal ☐ Changed Insurance Carrier ☐

Business Name: James H. Adams & Associates FEIN: 02-1216648
City: _____ State & Zip: _____

Business Address: 4440 Old Cherokee Rd Memphis, Tennessee 38117

Phone # 270-421-5300 Fax # 270-421-5400 cdavis@twinstarcare.com

Name of Substance Abuse Program Administrator: RONNIE WHALEY AND ASSOCIATES

Nature of Business: Construction 12

Workers' Compensation Insurance Carrier: _____

Lab Certification (circle one): SAMHSA ☒ CAP-FUDTAP ☐ OTHER ☐

Name of Testing Laboratory: _____ State: _____ ZIP: _____

Name of Medical Review Officer: _____

Have all employees hired prior to the date of this application been provided at least one hour of substance abuse training? ☒ Yes ☐ No

Have all employees hired prior to the date of this application been informed of your company's drug free program policies? ☒ Yes ☐ No

Effective date of your program: _____

Renewal applicants only:

Pre-employment	Total	Positive	Total	Positive	
Post work accident	Total 0	Positive 0	Total	Positive	
Random (optional)	Total	Positive	Reasonable Suspicion	Total	Positive

Have all employees that have undergone substance abuse training acknowledged, in writing, their attendance at that training and the existence of your company's drug free program policies? ☒ Yes ☐ No

I hereby certify that all provisions and requirements of the Tennessee Drug-Free Workplace Program as established by T.C.A. have been implemented. (To be signed by all applicants)

Chris Adams Chris Adams

Ronnie Whaley Ronnie Whaley

Signature of Substance Abuse Program Administrator

11/22/2021
11/22/2021

RDA 10183



MEMORANDUM

TO: Twin State Utilities
Attention: Chris Adams

FROM: Lance Wheaton, Tennessee Drug-Free Workplace Program

SUBJECT: Drug-Free Workplace Application

DATE: Jan 25, 2021

This is to notify you that your application for participation in the Tennessee Drug-Free Workplace Program has been received and accepted. Pursuant to T.C.A. 50-6-418 and T.C.A. 50-9-101, et sequentia, you are entitled to a five percent (5%) premium credit on your workers' compensation insurance policy. You will begin to accrue the premium discount on a pro rata basis as of the date of our acceptance of your application; this is the date on the application next to the signature of the Commissioner or his designee.

Your workers' compensation insurance provider is being notified of your participation and must apply to your policy the premium credit granted under this program directly upon receipt of notification or make payment for such credit effective after the annual final premium audit has been completed DFWP Rules and Regulations, Chapter 0800-2-12-.02(5)}.

By accepting this application, the State of Tennessee is not certifying the accuracy or completeness of either your application or your Drug-Free Workplace Program. We are acknowledging receipt of your certification, attested by your signature, that all provisions and requirements of the Tennessee Drug-Free Workplace Program as established by T.C.A. 50-9-101, et sequentia, have been met and implemented. We further acknowledge that you may have "made a good faith effort" and may have "complied substantially" with Program requirements and are, therefore, "rebuttably presumed to be entitled" to the benefits of the Program.

A copy of your application is enclosed for your review and records. If you have any questions or need any other information, please contact us at 1-800-332-2667 or 1-615-741-2395. Thank you for your participation in the effort to promote drug-free workplaces in Tennessee.



MEMORANDUM

TO: Bridgefield Casualty Insurance

FROM: Lance Wheaton, Tennessee Drug-Free Workplace Program

SUBJECT: Drug Free Workplace Application: Twin State Utilities

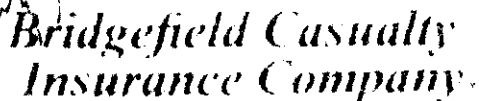
DATE: Jan 25, 2021

This is to notify you that the DFWP application for the subject employer listed above for participation in the Tennessee Drug-Free Workplace Program has been received and accepted. Pursuant to T.C.A. 50-6-418 and T.C.A. 50-9-101, et sequentia, this employer is entitled to a five percent (5%) premium credit on their workers' compensation insurance policy and will begin to accrue the premium discount on a pro rata basis as of the date of our acceptance of their application; this is the date on the application next to the signature of the Commissioner or his designee.

The premium credit granted under this program must be applied to this employer's policy directly upon receipt of this notification, or you may make payment for such credit effective after the annual final premium audit has been completed Drug-Free Workplace Program Rules and Regulations, Chapter 0800-2-12-.02(5)].

By accepting this application, the State of Tennessee is not certifying the accuracy or completeness of either this employer's application or their Drug-Free Workplace Program. Rather, we are acknowledging receipt of the employer's certification, attested by signature, that all provisions and requirements of the Tennessee Drug-Free Workplace Program as established by T.C.A. 50-9-101, et sequential, have been met and implemented. Further, we acknowledge that this employer may have made a "good faith effort" and may have "complied substantially" with Program requirements and is, therefore, "rebuttably presumed to be entitled" to the benefits of the Program.

A copy of the employer's application is enclosed for your review and records. If you have any questions or need any other information, please contact us at 1-800-332-2667 or 1-615-741-2395.


$$f(x) = \frac{1}{2} \left(\frac{1}{x} + \frac{1}{x^2} \right) \quad \text{for } x \in (0, 1) \quad \text{and} \quad f(x) = 0 \quad \text{for } x \in [1, \infty)$$

1. *Chlorophyll a* (Chl *a*)

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1.2.2.2. *Phylogenetic analysis*

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Journal of Management Education

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NON-COLLUSION AFFIDAVIT

State of Kentucky,
County of Monroe

Joe Finley, being first duly sworn, deposes and says that:

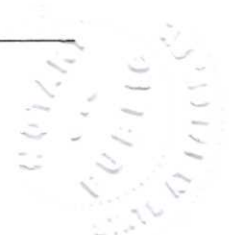
- (1) He/She is the President of Twin States Utilities & Excavation, Inc. the firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, 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 Town of Farragut or any person interested in the proposed contract or agreement; and
- (5) 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 affiant.

(Signed): Joe Finley
Title: President

Subscribed and sworn to before me this 8th day of November, 2021.

Chris Adams - 632756
Project Manager
Title

My commission expires: 10-18-2023



STATEMENT OF COMPLIANCE CERTIFICATE ILLEGAL IMMIGRANTS

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

This is to certify that Twin States Utilities & Excavation, Inc. have fully complied with all the requirements of Tennessee Code Annotated § 12-4-124.

- All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid that attests that such Bidder shall comply with requirements T.C.A. § 12-4-124.

Signed:

Joe Finley
Joe Finley, President

State of Kentucky,
County of Monroe

Personally appeared before me, Chris Adams the undersigned Notary Public,
Joe Finley, the within named bargainor, with whom I am personally acquainted, and known to me to be the President Owner / Partner (as applicable) of the Twin States Utilities & Excavation, Inc., Corporation Partnership, Sole Proprietorship (as applicable) and acknowledged to me that he executed the foregoing document for the purposes recited therein.

Witness my hand, at office, this 8th day of November, 20 21.

Chris Adams - 632756
Notary Public

My commission expires: 10-18-2023

STATE OF TENNESSEE IRAN DIVESTMENT ACT AGREEMENT

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Tenn. Code Ann. § 12-12-106 requires the chief procurement officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105.

While inclusion on this list would make 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.

If you feel as though you have been erroneously included on this list please contact the Central Procurement Office at CPO.Website@tn.gov.

Twin States Utilities & Excavations, Inc.
COMPANY NAME

11-8-21
DATE


REPRESENTATIVE *Joe Finley*

President
TITLE



Current Projects Under Construction

Southside Interceptor Phase IV

\$958,261.64.00

Approx. 2300 LF 12" PVC Gravity Sewer, 670 LF 8" DIP Water Main

Glasgow Water Company (Owner)

301 West Main Street

Glasgow, KY 42141

Cannon & Cannon, Inc. (Engineer)

8550 Kingston Pike

Knoxville, TN 37919

877-670-8555

Project is **22%** Complete

Tompkinsville WWTP & Sanitary Sewer Contract 2- Force Main Rehabilitation **\$945,257.00**

Approx. 2.2 Miles 4" HDPE, Pump Station, 8250 LF Gravity Sewer

City of Tompkinsville, KY (Owner)

206 Magnolia Street

Tompkinsville, KY 42167

Precision Engineering, LLC (engineer)

1194 Columbia Ave.

Tompkinsville, KY 42167

Steve Harris

270-407-5784

Project is **0%** Complete



Previous Construction Experience

24" Water Transmission Main Water Treatment Plant to KY Avenue \$1,447,495.00

Approx. 8,900 LF of 24" Ductile Iron Pipe, 350 LF being installed
in 36" Steel Casing

Paducah Water (owner/engineer)

1800 North 8th Street

Paducah, KY 42001

Jason Peterson, P.E.

(270) 564-1920

Madison Square Area Sewer Improvements \$798,870.00

Approx. 1899 LF of 24 inch Gravity Sewer

City of Madisonville (owner)

67 North Main St. Madisonville, KY 42431

Raymond Sander

(270) 584-4651

J.R. Wauford & Company Engineers, Inc.

2835 Lebanon Rd. Nashville, TN 37214

Greg Davenport

(615) 883-3243

Monroe Street Transmission Improvements \$262,525.00

08/01/2013

3200 LF of 16-Inch PVC and DIP Water Main

Paducah Water

1800 North 8th Street. Paducah, KY 42001

Jason Peterson, P.E.

(270) 564-1920

Rivercrest Engineering

2550 Irvin Cobb Drive

Paducah, KY 42003

Chad McCann

(618) 521-5421

Previous Construction Experience

Ohio County Contract 2 and Contract 3 \$2,908,396.00/\$1,942,971.00

10/2008

8,900 LF 24-inch C905, 20,000 LF 18-Inch, 14,000 LF 12-Inch SDR 21, 25,000 LF 10-Inch SDR21, 25,000 LF 6-Inch SDR 21/ Tied Into 24-Inch Gravity Sewer// Set Wet, some at 30FT Depth

Ohio Co. Regional Wastewater District

HDR/QUEST

2517 Sir Barton Way. Lexington, KY 40509

(859) 619-2190

Cadiz Contract W09-02 Water Transmission Line \$1,331,941.00

20,500 LF 16" DIP

Barkley Lake Water District

1420 Canton Road. Cadiz, KY 42211

Terry Goins

(270) 350-1725

GRW Engineers, Inc.

404 BNA Drive, Suite 201. Nashville, TN 37217

Louis Robbins

(615) 366-1600

Nashville Road Relocation \$2,590,032.00

Approx. 30,500 LF of Water Mains, 6,500 LF Sewer Force Main, Water Pump Station and Appurtenances

Warren County Water District (owner)

523 U.S. Hwy. 31-W Bypass. Bowling Green, KY 42101

Ryan Leisey, P.E.

(270) 842-0052

Warren County Water District (engineer)

523 U.S. Hwy. 31-W Bypass. Bowling Green, KY 42101

Ryan Leisey, P.E.

(270) 842-0052

Project is **100%** Complete

Eagle Way Bypass Water Main Extension

\$1,889,186.00

Approx. 7,585 LF 12" & 6,696 LF 20" Ductile Iron Water Main. 16" HDPE River Crossing

Hopkinsville Water Environment Authority (owner)

401 East 9th Street. PO Box 628. Hopkinsville, KY 42240

Mike Beck

(270) 887-4242

Bell Engineering (engineer)

107 Forbes Drive. Hopkinsville, KY 42240

Stephen Caudill, P.E.

(859) 221-7229

Project is **100%** Complete

Waterline Relocation – KY Hwy 63 – Tompkinsville Rd.

\$99,150.00

Approx. 1595 LF 6" DI Waterline, 135 LF 8" PVC Water Line

Glasgow Water Company (owner)

301 West Main St. Glasgow, KY 42141

(270) 651-3727

GRW Engineers, Inc. (engineer)

801 Corporate Dr. Lexington, KY 40503

(859) 223-3999

Project is **100%** Complete

Ardmore Crossing Phase 1 Waterline Extension

\$118,435.00

Approx. 1930 LF of 8" PVC SDR-17 Waterline, 850 LF of 6" PVC SDR-17 Waterline

West Shelby Water District (owner)

137 Citizens Blvd. Simpsonville, KY 40067

(502) 722-8944

Kenvirons, Inc.(engineer)

770 Wilkerson Blvd. Frankfort, KY 40601

(502) 695-4357

Project is **100%** Complete

Nolin River Watershed Sewer Infrastructure Contract No. 4-2017

\$3,758,658.00

Approx. 1465 LF 24" PVC gravity sewer, 1720 LF 10" gravity sewer,
11,160 LF 6" gravity sewer and 7565 LF PVC Force Main

Hardin County Water District No.2 (owner)

360 Ring Rd. Elizabethtown, KY 42701

James Jefferies

(270) 737-1056

The Strand Associates, Inc.

325 West Main St., Suite 710. Louisville, KY 40202

Mark Sneve, P.E

(502) 583-7020

Project is **100%** Complete

Old Kuttawa & Magnolia Lift Station & Force Main Replacement

\$1,347,578.00

Approx. 9,900 LF of 6" & 8" PE Force Main and 2 New Lift Stations

City of Kuttawa (owner)

82 Cedar Street, Kuttawa, KY 42055

(270) 388-7151

Rivercrest Engineering, Inc. (engineer)

7020 U.S. Hwy 68 West, Paducah, KY 42003

Chad McCann II, P.E.

(618) 521-5421

Project is **100%** Complete

South West Pipeline Improvements (Contract 2)

\$4,699,010.00

Approx. 6,850 LF of 15"-27" Gravity & Force Main, 14,580 LF Force Main
and 655 LF of 42" & 24" bores

Regional Water Resource Agency (owner)

1722 Pleasant Valley Rd. Owensboro, KY 42303

Dean Behnke

o. (270) 929-5555

c. (270) 687-8452

HDR Engineering, Inc.

2517 Sir Barton Way. Lexington, KY 40509

Benton Hanson

o. (859) 629-4800

Project is **100%** Complete

Central City Waste Water Treatment Plant (Subcontractor) **\$1,281,712.00**

Central City Water and Sewer Commission(Owner)

Approx. 20,000 LF 14" DIP

214 North First Street

Central City, KY 42330

270-754-3066

McGhee Engineering, Inc.(Engineer)

PO Box 267

Guthrie, KY

Judy Construction Company (Prime Contractor)

103 S. Church Street

Cynthiana, KY 41031

1-859-234-6900

Project is **100%** Complete

Job Corps Sanitary Sewer Replacement-Martin View Estates Contract 1-2020 **\$1,153,722.00**

Approx. 7350 LF of 8" PVC Sanitary Sewer

City of Morganfield, KY (Owner)

130 East Main Street. Morganfield, KY 42437

Strand Associates. Inc. (engineer)

325 West Main St. Suite 710

Louisville, KY 40202

Dan Kaelin

(502)583-7020

Project is **100%** Complete

Springfield Road Looped Connection Water System Improvements **\$684,000.00**

Approx. 8,400 LF of 12" Water Main

City of Bardstown, KY (Owner)

220 N. Fifth St.

Bardstown, KY 40004

Kentucky Engineering Group, PLLC (engineer)

PO Box 1034

Versailles, KY 40383

Ryan Carr

(502) 348-5947

Project is 100% Complete



Twin States Utilities, Inc.

9440 Old Glasgow Rd. Mount Hermon, KY 42157
270-427-5300 ph 270-427-5400 fax

List of Suppliers

Fortiline Waterworks

1317 Elm Hill Pike
Nashville, TN 37210
615-627-4815

Consolidated Pipe & Supply

2821 Sable Mill Lane
Jeffersonville, IN 47130
812-280-0100



Twin States Utilities, Inc.

9440 Old Glasgow Rd. Mount Hermon, KY 42157
270-427-5300 ph 270-427-5400 fax

List of Subcontractors

Sessions Paving Company

P.O. Box 90266

Nashville, TN 37209

615-356-0600

SPC's License # 6962-BC; CE-A; CE-B; HC-D; HRA; MU – Expiration: 1/31/22 Unlimited



STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE



TWIN STATES UTILITIES & EXCAVATION, INC.

361221

ID NUMBER: 62981

LIC STATUS: ACTIVE

EXPIRATION DATE: November 30, 2021

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

Attn: JOE FINLEY
TWIN STATES UTILITIES & EXCAVATION, INC.
PO BOX 14
MOUNT HERMON, KY 42157

State of Tennessee

361221 11866588

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

TWIN STATES UTILITIES & EXCAVATION, INC.

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 62981
LIC STATUS: ACTIVE
EXPIRATION DATE: November 30, 2021
UNLIMITED; MU-A; MU-C



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE