

RESOLUTION 13-26

**A RESOLUTION TO AUTHORIZE THE AWARD OF CONTRACT FOR
THE CONSTRUCTION OF SIDEWALKS IN THE HAYNES CROSSING
SUBDIVISION**

WHEREAS, there is a desire for sidewalks in the Haynes Crossing Subdivision and the Homeowner's Association has approached the City and is willing to participate in their construction by funding up to the amount of \$7,200.00; and

WHEREAS, the City of Spring Hill advertised and received bids for this project on March 7, 2013; and

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill authorizes the award of this contract to Reed Landscaping of Spring Hill, TN in the amount of \$24,150.75, subject to a signed agreement from Haynes Crossing HOA, pursuant to the Public/Private Sidewalk Partnership Agreement hereby attached; and

NOW, THEREFORE BE IT FURTHER RESOLVED, that the Funds are to be drawn from General Fund, Streets Department.

~~Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 22nd day of April, 2013.~~

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Timothy P. Underwood, City Attorney

RESOLUTION 13-26

Tabled

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Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Timothy P. Underwood, City Attorney

Deferred

RESOLUTION 13-26

A RESOLUTION TO AUTHORIZE THE AWARD OF CONTRACT FOR THE CONSTRUCTION OF SIDEWALKS IN THE HAYNES CROSSING SUBDIVISION

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NOW, THEREFORE BE IT FURTHER RESOLVED, that the Funds are to be drawn from General Fund, Streets Department.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 18th day of March, 2013.

Michael Dinwiddie, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Timothy P. Underwood, City Attorney

SUMMARY OF BIDS
 For
 City of Spring Hill, Tennessee
 Haynes Crossing
 Sidewalks

BID OPENING: Thursday, March 7, 2013, 10:00 A.M.

CONTRACTOR	BASE BID
Curl Construction & Excavating, LLC Wartrace, TN	\$52,800.00
Gilliam, Inc Centerville, TN	\$ 56,887.50
Marcor Construction Nashville, TN	\$42,425.00
L & G Construction Nashville, TN	\$ 52,905.00
Reed Landscaping Spring Hill, TN	\$ 24,150.75
Taheri Construction Franklin, TN	\$ 47,923.75
M.A.Y. Construction Franklin, TN	\$ 24,167.50

The City of Spring Hill opened bids on the above referenced project. Staff present were: Victor Lay, City Administrator; Jim Smith, Finance Director; Jeff Foster, Public Works Director; Debbie Loveless, Accounts Payable; and April Goad, City Recorder. Please see attachment for bidders in attendance.

Jim Smith read all bids aloud. Jim Smith advised bidders that the Budget and Finance Advisory Committee will meet Monday, March 11, 2013 at 4:30 p.m. and make a recommendation to the Board of Mayor and Aldermen. The Board of Mayor and Aldermen will vote on awarding the contract on Monday, March 18, 2013 at 7:00 p.m.

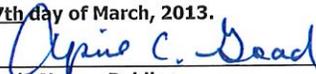
Jim Smith and Victor Lay thanked bidders for their interest. Bid Opening concluded at 10:07 a.m.

CERTIFICATION:

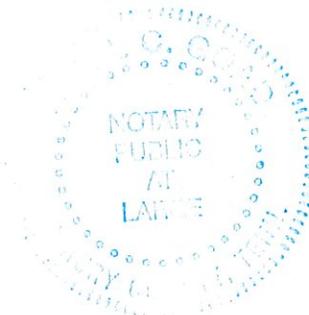
State of Tennessee
 Maury County
 City of Spring Hill

I hereby certify that this is a true copy of the original documents.
 Description: Bid Summary, Haynes Crossing Sidewalk Project

This, the 7th day of March, 2013.


 April C. Goad, Notary Public
 City Recorder, City of Spring Hill, Tennessee

My Commission Expires: June 22, 2016



**CITY OF SPRING HILL
PUBLIC WORKS DEPARTMENT GENERAL SIDEWALK WORK
BID FORM**

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
#1	APPROX. 1,100 LF REMOVE TOPSOIL AND INSTALL BASE MATERIAL AND 5' SIDEWALK (4-INCH DEPTH, 3,000 PSI, MESH WIRE, BROOM FINISH) PER CITY SPECIFICATION LOCATED IN APPENDIX "A"	5,550	S.F.	\$ 4.00	\$ 22,200.00
	RUBBERIZED EXPANSION JOINT (ASTM D-1751-97)	425	L.F.	\$ 1.27	\$ 539.75
	SIDEWALK HANDICAP RAMP (4-INCH THICKNESS, 3,000 PSI, W/DETECTABLE WARNING PER CITY SPECIFICATION LOCATED IN APPENDIX "A")	50	S.F.	\$ 28.22	\$ 1411.00

TOTAL BASE BID \$ 24,150.75



Reed Landscaping, Inc.

110 Walnut Street; Spring Hill, TN 37174

(P) 931-451-7781; (F) 931-451-7789

... Proud to be a certified WBE contractor ...

I would like to introduce Reed Landscaping, Inc. and inform you that we have recently relocated our operations to Spring Hill, TN. Established in 1987, we have now consolidated our corporate offices to this new central location and we are reaching out to forge new, long term business relationships. I thank you in advance for your time and we look forward to the opportunity of working alongside you in the future.



As an award winning, full service landscape firm we provide all aspects of landscape architecture and installation, erosion control methods, mitigation, site work and irrigation. Reed Landscaping partners with commercial property and estate owners and developers to achieve excellence in large scale water features and all manner of hardscapes. Our years of practiced experience give us the ability to expertly install retaining walls, natural and manufactured stone, and pedestrian thoroughfares including concrete walks, drives and bridges.



Reed Landscaping is proud to serve with a diversified list of clients including: Balfour Beatty US, Actus Lend Lease, Bovis Lend Lease, Holder

Construction, Centex Rooney Construction, Archer-Western Contractors, Ltd. and the Departments of Transportation in Florida, Georgia, and Tennessee. We also have completed many projects with Bass Pro Shops and are privileged, as well, to have completed the Nissan North American Headquarters with Skanska USA and are currently involved with Civil Constructors and Bell & Associates on numerous regional projects including SR840.



Reed Landscaping manages its bondable resources to successfully complete several projects simultaneously while maintaining our long standing commitment to excellence. We feel that our experience with large scale and mid-size installations can be an asset to your company on their next project as well. We are happy to provide references that exemplify our commitment to building successful long term relationships.



With a complete understanding of what it takes to succeed, Reed Landscaping congratulates you and your team on your many successes.

Sincerely, Marc Goodman
Estimating/Project management

CONTRACTOR QUALIFICATIONS

Nissan North America Corporate Headquarters, Franklin, TN – 70 Acres

02922 Acres Wetland Seeding: tall fescue seeding
02925 Acres Native Upland Planting: 10+
02930 Acres Wetland Planting: 3
02930 Acres Tree and Shrub Landscape Installation: 50
Skanska USA, Abe Baber – 615-533-7366
Dollar value of contract - \$2,400,000
Completion date – 4th quarter 2008



SR840 Road Project –Williamson County, TN- 600+ Acres

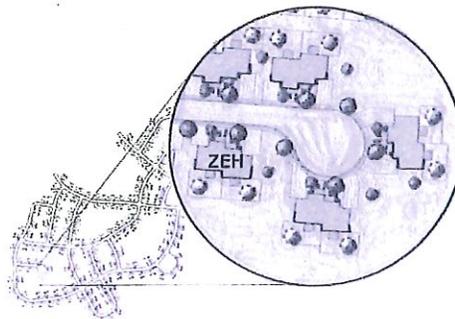
02922 Acres Wetland Seeding: 50+
02925 Acres Native Upland Planting: 100+
02930 Acres Wetland Planting: 10+
02930 Acres Tree and Shrub Landscape Installation: Over 300 Acres
Bell & Associates Construction, Steve Hoover – 615-373-4343
Dollar value of contract - \$5,000,000
Completion date – Ongoing to 2012

*The seeding and or sodding and planting of all stream beds and slopes comes to 648 acres of total disturbed area and a quantity of 10,000 tree, shrub and aquatic plantings.

Fort Campbell, Clarksville, TN– 300 Acres

02922 Acres Wetland Seeding: tall fescue seeding
02925 Acres Native Upland Planting: 100
02930 Acres Wetland Planting: 20
02930 Acres Tree and Shrub Landscape Installation: 100
Mr. Josh Caldwell – Construction Manager
Dollar value of contract - \$5,000,000+
Completion Date – 2007

*This project involved creating 5 new housing communities consisting of parks, walking trails, etc. This project was handled by a Construction Manager. Upon completion, the CM has vacated the site and the project has been turned over to the Family Housing Division of the Department of Defense.



Rolling Hills Hospital, Franklin, TN

02922 Acres Wetland Seeding: tall fescue seeding
02925 Acres Native Upland Planting: 10
02930 Acres Wetland Planting: 2.5
02930 Acres Tree and Shrub Landscape Installation: 25
The Robins and Morton Group, Paul Haynes – 615-207-1254
Dollar value of contract - \$350,000+
Completion date – 2008

AGREEMENT

This Agreement is made and entered into as of this ____ day of _____, 201____, by and between REED LANDSCAPING, INC., a CORPORATION IN TENNESSEE (the "Bidder") and the City of Spring Hill, Tennessee, a Tennessee municipal corporation (the "City") for the purpose of Public Works Department Haynes Crossing Sidewalk Work.

WHEREAS, the Bidder has submitted a quotation for the provision of certain products and/or services to the City, all in accordance with the terms of the Invitation to Submit Quotations attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit A (the "ISQ"), and which Quotation from the Bidder is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit B (the "Quotation"); the ISQ and the Quotation, together with any and all ancillary documents thereto, shall be collectively referred to herein as the "Bid Documents"); and

WHEREAS, the City now desires to accept the Bidder's quotation, in accordance with the terms set forth in such Bid Documents.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby agree as follows:

1. Acceptance of Bid Documents. The terms of the Bid Documents, as incorporated herein by reference, are hereby accepted by the parties hereto. The Bidder hereby agrees to provide the goods and/or services contemplated by such Bid Documents in accordance with the terms set forth therein. The City hereby accepts the Bidder's quotation to provide the goods and/or services contemplated by such Bid Documents in accordance with the terms set forth therein.

2. Entire Agreement. This Agreement, including the exhibits and any other documents referred to herein or therein, which form a part hereof, contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than those expressly set forth herein or therein. This Agreement supersedes all prior written or oral agreements and understandings between the parties with respect to its subject matter and may not be altered, modified or amended, in whole or in part, except by the express written authorization and consent of the parties hereto.

3. Severability. This agreement constitutes the product of negotiations of the parties hereto and any enforcement of hereof will be interpreted in a neutral manner and not more strongly against any party based upon the source of the draftsmanship of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be fully effective.

4. Limitation of Liability. The City of Spring Hill shall not be liable for any loss, claim, expense or damage caused by, contributed to by or arising out of the acts or omission of Bidder or third parties, whether negligent or otherwise.

5. Warranties. The Bidder warrants to the City that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects, suitable for the purpose for which the materials and equipment are furnished, and in conformance with the Agreement. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

6. Governing Law. This Agreement shall be deemed to have been executed and delivered within the State of Tennessee, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of Tennessee.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

BIDDER: REED LANDSCAPING, INC.
By: [Signature]
Title: [Signature]
ATTEST: [Signature]

CITY OF SPRING HILL, TENNESSEE

By: _____
Name: Michael Dinwiddie
Title: Mayor

ATTEST:

April Goad, City Recorder

HAYNES CROSSING HOMEOWNERS ASSOCIATION

Spring Hill, Tennessee

RESOLUTION TO THE CITY OF SPRING HILL

Dated January 19, 2013

The Haynes Crossing Association Board has voted 3-0-2 in favor of supporting walkways/sidewalks throughout the Haynes Crossing subdivision. After reviewing current budget expenditures of the Haynes Crossing Homeowners Association and in order to begin the process of putting walkways/sidewalks throughout Haynes Crossing, the Board has committed to a maximum expenditure of \$7,200 for the purpose of building sidewalks along the north side of Buckner Lane beginning from the intersection of Buckner Lane & Monoco Drive, continuing on to the intersection of Buckner Lane and Paradise Drive.

The Board looks forward to receiving more details of the City's commitment with regard to the building of sidewalks along Buckner Lane.

THE HAYNES CROSSING ASSOCIATION BOARD - January 19, 2013

Zimbra

agoad@springhilltn.org

Sidewalks

From : Tim Underwood <Tunderwood@pulaskilaw.com> Wed, Mar 13, 2013 09:28 AM
Subject : Sidewalks  1 attachment

To : aldermen@springhilltn.org

Cc : Kevin Fischer <kfischer@springhilltn.org>, April Goad <agoad@springhilltn.org>, Victor Lay <vlay@springhilltn.org>, mdinwiddie@charter.net

There were several questions that came up at the Work Session regarding sidewalks and I wanted to make sure that I have provided you all an adequate response.

First, there is some potential liability with the City constructing the sidewalks. If a landowner's yard, mailbox or personal property was damaged the City would ultimately be responsible for that and I would assume has insurance coverage for such events (Staff may want to confirm that). As was mentioned the City should contract with a company that is licensed, bonded and insured. The contract should also include a provision that the company indemnifies and holds the City harmless for any of these type of events. So while the City may be per se liable I think it can allocate that risk during the negotiation of the contract.

There are however some other liability issues. Since the city is constructing the sidewalks I think there is little doubt that there is liability for future maintenance and general repair. Candidly, that liability may be there even if sidewalks are not built by the City or even formally accepted. There is an argument that sidewalks are a lot like roads and that there can be an implied dedication by continued public use. Given the City's plan of interconnectivity encourages the use of sidewalks an argument could be made that all sidewalks are in fact city property.

That may be precisely what the City wants and prefers. The only thing I would advise the City is to make sure there is adequate supervision and maintenance of all the sidewalks. Also it may be wise that TML understands this and there is adequate insurance coverage. Under the Tennessee Tort Liability Act the immunity from lawsuits for several areas has been removed. The GTLA (TCA 29-20-203(a)) specifically reads, "*Immunity from suit of a governmental entity is removed for any injury caused by a defective, unsafe or dangerous condition of any street, alley, sidewalk or highway, owned and controlled by such governmental entity.*"

I have seen recently that some municipalities, especially in older or historic areas, have tried to convey back to the landowner sidewalks that have come in disrepair and no longer serve the city's infrastructure needs. I am not sure how successful that will be but it is something to keep in mind. Therefore, sidewalks become like streets the City needs to devote sufficient time and

resources to sidewalk supervision to make sure liability is within an accepted level of tolerance.

Something else to consider is that these sidewalks should be in compliance with the American with Disabilities Act and have the necessary curb ramps at street crossings.

If you have any other questions please feel free to contact me at your convenience.

Sincerely,

Timothy P. Underwood



HENRY, HENRY & UNDERWOOD, P.C.

**119 South First Street
P.O. Box 458
Pulaski, TN 38478
(931) 363-4571
(931) 363-4592 - facsimile**

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The message was checked by ESET NOD32 Antivirus.

Email message - is OK
image001.gif - is OK

<http://www.eset.com>