

RESOLUTION 14-80

**A RESOLUTION TO APPROVE CONTRACT FOR ANNUAL
CONCRETE WORK**

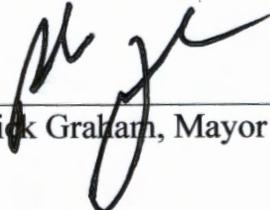
WHEREAS, the Spring Hill Board of Mayor and Aldermen wishes to complete various concrete projects throughout the city; and

WHEREAS, these projects consists of removal and or installation of curb and gutter, extruded curbing, post type curbing, sidewalks, driveway entrances and ramps, ADA sidewalk ramps, concrete pavement, concrete drainage swales and ditches, storm drainage structures and all incidental work associated with such items; and

WHEREAS, City staff advertised and accepted proposals for Annual Concrete work on June 6, 2014; and

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill, Board of Mayor and Aldermen approves contract for Annual Concrete work with M.A.Y. Construction Company, Inc., in the amount of \$57,423.50, as recommended by the Budget and Finance Advisory Committee.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 16th day of June, 2014.



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

SECTION III - CONCRETE PRICE QUOTATION

Unit price bids as indicated on the following bid form sheets shall include excavation, stone bedding, rubberized expansion material (ASTM D-1751-97), topsoil backfill, grades and all appurtenances to complete the work. Bidder acknowledges the 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 provided, and determined in the contract documents. Proposed prices will remain valid for all areas, regardless of quantities to be installed at the particular site and at all times within the contract period.

Possible Locations Of Sidewalk Repair / Replacement

Wyngate Estates – Construct exposed aggregate concrete sidewalk (match existing sidewalk) along south side of Burgess Lane to Connect with New Port Royal Road (approximately 145 LFT). Add thermoplastic pedestrian sidewalk markings across New Port Royal Road to connect to Peter Jenkins Walking Trail. Project is within City ROW.

Benevento – Phase II – Construct 6 foot wide concrete sidewalk in HOA open space along Hurt Road from the cul-de-sac at Campania Strada to Prescott Way (approximately 800 LFT).

Benevento – Phase III – Construct a 6 foot wide concrete sidewalk from Appian Way to connect with Phase II along Hurt Road as described above (approximately 250 LFT). Project includes crossing a drainage ditch.

The Highlands at Campbell Station – Construct a crosswalk with ADA handicap ramps from the Highlands to the Community Pool across Campbell Station Parkway. This is within City ROW.

Crowne Pointe – Construct a 5 foot wide concrete sidewalk along Campbell Station Parkway to New Port Royal Road, then south along New Port Royal Road to tie in with existing sidewalk.

Various Curb and Sidewalk Repairs - Repair work as directed by the Public Works Director.

**CITY OF SPRING HILL
PUBLIC WORKS DEPARTMENT GENERAL CONCRETE 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>
202-03	REMOVAL & DISPOSAL OF RIGID PAVEMENT (SIDEWALK, ETC.,)	Varies	S.Y.	\$ 18.00	\$ 18.00
202-08.10	REMOVAL OF CURB (EXTRUDED, DETACHED, CURB & GUTTER)	Varies	L.F.	\$ 10.00	\$ 10.00
701-01.01	CONCRETE SIDEWALK (4-INCH DEPTH, 3,000 PSI, BROOM FINISH)	14,000	S.F.	\$ 3.50	\$ 49,000.00
920-12.01	EXPOSED AGGREGATE CONCRETE SIDEWALK (4-INCH DEPTH, 3000 PSI), (see Sect. II note 4.)	725	S.F.	\$ 7.50	\$ 5,437.50
701-01.07	EXPOSED AGGREGATE CONCRETE DRIVEWAY (6-INCH DEPTH, 4,000 PSI, WITH FIBER MESH)	Varies	S.F.	\$ 6.50	\$ 6.50
701-02.01	CONCRETE HANDICAP RAMP (4-INCH THICKNESS, 3,000 PSI, RETROFIT W/DETECTABLE WARNING PER CITY STANDARD)	Varies	S.F.	\$ 2,500.00	\$ 2,500.00
701-02.02	CONCRETE DRIVEWAY (BROOM FINISH, 4-INCH DEPTH, 4,000 PSI, WITH FIBER MESH)	Varies	S.F.	\$ 5.00	\$ 5.00
920-10.01	CONCRETE DRIVEWAY (BROOM FINISH, 6-INCH DEPTH, 4,000 PSL W/FIBER MESH)	Varies	S.F.	\$ 5.75	\$ 5.75
905-01 (A)	BLACK FIBER BOARD EXPANSION JOINT	Varies	L.F.	\$.25	\$.25
905-01 (B)	RUBBERIZED EXPANSION JOINT (ASTM D-1751-97)	Varies	L.F.	\$.50	\$.50
	EXTRUDED MOUNTABLE CURB (NEW INSTALLATION, Spring Hill STD.)	Varies	L.F.	\$ 15.00	\$ 15.00
	CONCRETE COMBINED CURB & GUTTER (NEW INSTALLATION, Spring Hill STD)	Varies	L.F.	\$ 25.00	\$ 25.00
920-50.01	ADJUSTMENT OF CATCH BASIN GRATES & FRAMES	Varies	EACH	\$ 100.00	\$ 100.00
920-50.02	ADJUSTMENT OF WATER VALVE BOXES	Varies	EACH	\$ 100.00	\$ 100.00
920-50.04	ADJUSTMENT OF MANHOLE COVERS & FRAMES	Varies	EACH	\$ 100.00	\$ 100.00
920-50.05	ADJUSTMENT OF WATER METERS	Varies	EACH	\$ 100.00	\$ 100.00

TOTAL BASE BID \$ 57,423.50



AGREEMENT

This Agreement is made and entered into as of this ____ day of _____, 20____, by and between M.A.Y. Construction Co. Inc., a Construction Company (the "Bidder") and the City of Spring Hill, Tennessee, a Tennessee municipal corporation (the "City") for the purpose of Public Works Department Annual Concrete 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.

7. Applicable Law / Choice of Forum and Venue. The parties' choice of forum and venue shall be exclusively in the courts of Maury County, Tennessee. Any provision of the Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

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

BIDDER: M.A.Y. Construction Co. Inc.

By: [Signature]

Title: CEO

ATTEST: [Signature]

CITY OF SPRING HILL, TENNESSEE

By: [Signature]

Name: Rick Graham

Title: Mayor

ATTEST:

[Signature]
April Goad, City Recorder

