

RESOLUTION 12-77

**A RESOLUTION TO AUTHORIZE PAVING OF SECTIONS OF
PORT ROYAL ROAD**

WHEREAS, to better serve the citizens of Spring Hill, the City accepted proposals for Annual Paving Projects, on October 10, 2011; and

WHEREAS, the City of Spring Hill approved road improvement projects in the 2012-2013 Fiscal Year Budget; and

WHEREAS, the cost of street paving of sections of Port Royal Road are as follows:

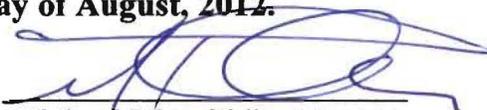
Port Royal Road from Kedron Road to Tom Lunn Road at a cost of *\$280,000.00*

Haynes Crossing Intersection at Port Royal Road to Walden Creek at a cost of *\$16,000.00*

NOW, THEREFORE BE IT RESOLVED that the City of Spring Hill Board of Mayor and Aldermen authorizes the above referenced paving projects to Tennessee Valley Paving for the total amount of ***\$296,000.00***, as recommended by staff and Spring Hill Budget and Finance Advisory Committee on August 13, 2012.

BE IT FURTHER RESOLVED that funding for this repair to be drawn from the General Funds, Streets Department.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 20th day of August, 2012.


Michael Dinwiddie, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Timothy P. Underwood, City Attorney



Quality Work Since 1957
Hot Mix Sales
Franklin
Fairview
Columbia

135 Old Carter's Creek Pike
Franklin, Tn. 37064

Phone: 615-794-2351
Fax: 615-794-2408

PROPOSAL TO:

City of Spring Hill, TN
199 Towncenter Parkway
Spring Hill, TN 37174
1-931-486-1268

DATE: 7-20-2012

PROJECT / BID:

Port Royal Road

WE ARE PLEASED TO QUOTE THE FOLLOWING WORK:

Leveling Course Binder

ESTIMATED 1,440 TONS @ \$ 100⁰⁰ / TON IN PLACE \$ 144,000⁰⁰
* TO BE FIELD VERIFIED BY TICKETS FOR QUANTITY.

TACK COAT AND 1/2" B-MIX TOPPING

20,827 yd² @ \$ 6.⁵³ / yd² = \$ 136,000.³¹

TOTAL → \$ 280,000.⁰⁰

- * LINE STRIPING IS NOT INCLUDED
- * MILLING IS NOT INCLUDED

Prices quoted based on current TDOT bituminous index unless noted above and may be subject to change.
Stakes and layout to be provided by others.
Material testing not provided unless noted above.
All accounts payable within 30 days upon completion.

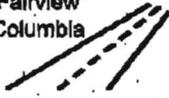
AUTHORIZED SIGNATURE

ACCEPTED BY

DATE



Quality Work Since 1957
Hot Mix Sales
Franklin
Fairview
Columbia



135 Old Carter's Creek Pike
Franklin, Tn. 37064

Phone: 615-794-2351
Fax: 615-794-2408

PROPOSAL TO:
 City of Spring Hill
 931-486-1268

PROJECT / BID:
Port Royal Rd

DATE: 8-10-12

Additional 420 ft on Port Royal Road
Leveling mix and 1 1/2" topping

\$16,000.00

Prices quoted based on current TDOT bituminous index unless noted above and may be subject to change.
Stakes and layout to be provided by others.
Material testing not provided unless noted above.
All accounts payable within 30 days upon completion.

AUTHORIZED SIGNATURE 

ACCEPTED BY 

DATE 8-10-2012

**CITY OF SPRING HILL,
TENNESSEE**

ANNUAL PAVING PROJECTS



BID OPENING

OCTOBER 10, 2011 – 9:00AM

TABLE OF CONTENTS

	<u>Page</u>
Legal Notice	3
Section I – General Information	4
Section II – Asphalt Paving Requirements	5
Section III – Asphalt Paving Price Quotation	9
Section IV – Specification Compliance	11
<u>Required Forms</u>	
Drug-Free Work Place Affidavit	12
Certificate of Nondiscrimination	13
Title VI Compliance Survey	14
Certificate of Non-Illegal Immigrant Use	15
Certificate of Non-Collusion	16

LEGAL NOTICE

INVITATION TO SUBMIT QUOTATIONS

The City of Spring Hill will accept quotations for the annual paving projects for the Public Works Department. Bidders shall submit sealed quotations in the format specified in the Invitation to Submit Quotations no later than 9:00am, Monday, October 10, 2011 at which time bids will be publicly opened and read aloud. No bid may be withdrawn after the scheduled closing time for a period of 90 days. Bidding documents may be obtained at Spring Hill City Hall during regular business hours. Quotations should be mailed or hand delivered to:

Mr. Victor Lay, City Administrator
Spring Hill City Hall
Sealed Bid: Annual Paving Projects
199 Town Center Parkway
Spring Hill, TN 37174

The City of Spring Hill will not discriminate in the purchase of all goods and services on the basis of race, color, religion, sex, national origin, age, disability or any other lawfully protected classification.

Verbal quotations or quotations received after the closing date will not be accepted. The City of Spring Hill reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the City of Spring Hill.

SECTION I – GENERAL INFORMATION

- A. The City of Spring Hill desires to contract for annual paving projects for the Public Works Department.

City of Spring Hill, TN
199 Town Center Parkway
Spring Hill, TN 37174

Questions should be directed:

Jamie Pierce (931) 486-1265
Email: jpierce@springhilltn.org

- B. The City of Spring Hill reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the City. No bid may be withdrawn after the scheduled closing time for a period of 90 days.
- C. The bidder shall abide by and comply with the true intent of these specifications and not take advantage of any unintentional error or omission, but shall fully address the full intent and meaning of each aspect of the specifications.
- D. All forms shall be completed and included as an integral part of each bidder's proposal.
- E. Freight shall be paid by vendor and should be included in unit price bids.
- F. The City is a tax exempt organization.
- G. Mail is delivered after **11:00am** Monday through Friday.

SECTION II – ANNUAL PAVING PROJECTS REQUIREMENTS

Scope: The work covered by this item shall consist of annual paving projects as designated and described below and/or as directed by the City of Spring Hill.

The following conditions shall apply to the bid:

1. The price quoted for the bid items shall include all materials, equipment, labor, insurance, bonding and all other items incidental to the work performed. Bid items shall be installed at the locations directed by the designated official of the City of Spring Hill and shall include roadway work items such as bituminous prime coat, leveling scratch course as required, bituminous tack coat and 1 ½” asphalt surfacing. The unit bid costs shall include all required traffic control in accordance with MUTCD, roadway preparation (sweeping), any required clipping/grading the shoulder to achieve proper drainage and road width, and all cleaning and disposal of excess materials.
2. No bidder may withdraw a bid for a period of ninety (90) days after bids have been opened.
3. The right is reserved to reject any and all bids and to waive all technicalities in doing so.
4. Bidding will be done in accordance with the Tennessee General Contractor’s License Law. Bidders on construction to the amount of \$25,000 or more must be licensed contractors as required by chapter 135 of the Public Acts of 1945 of the General Assembly of the State of Tennessee, Article I, and amendments thereto. Bidder’s name and license number must be placed on the envelope containing his proposal; otherwise the bid will not be opened.
5. ERROR IN BID – In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered, amended or withdrawn after specified time for opening bids. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
6. INSPECTION – Final inspection and acceptance or rejection will be made at a delivery destination, but all materials and all workmanship shall be subject to inspection and test at all times and places, and when practicable, during construction. The right is reserved to reject articles which contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification or rejection. Final inspection and acceptance or rejection of the materials shall be made as promptly as practicable, but impose no liability on the City of Spring Hill or any subdivision thereof for such materials as are not in accordance with the specifications. Final inspection or acceptance does not relieve the contractor from liability for use of materials or construction standards as are not in accordance with the specifications or industry practices. If it is determined (by testing methods and samples) that materials or

supplies are not conforming to the specifications are installed, payment will not be made and the contractor shall replace such materials at no additional cost to the City.

All materials shall be in accordance with TDOT specifications. Quality control measures such as mix and testing will be performed. Trucks will be pulled and mixes tested at random.

7. SPECIFICATIONS – It is understood that reference to available specifications such as Tennessee Department of Transportation (TDOT) shall be sufficient to make the terms of such specifications binding on the contractor. Other specific specifications shall be included herein.
8. Unit bid item quantities are estimated and it is the responsibility of the contractor to verify quantities prior to submitting his bid. Installed quantities may be increased or decreased at the direction of the City of Spring Hill.
9. COMPENSATION INSURANCE – The contractor shall maintain during the life of this contract workman's compensation insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the contractor's worker's compensations insurance.
10. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE – The contractor shall take out and maintain during the life of this contract such liability and property damage insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damage for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this contract, whether such operations are by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of such insurance will be as follows and will name the City as an additional insured.
 - A. Public Liability insurance in the amount of not less than \$1,000,000 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident.
 - B. Property damage insurance in an amount of not less than \$1,000,000 for any one damage claim, and in an aggregate amount up to \$1,000,000 during a period of twelve months.
11. PROOF OF INSURANCE – The contractor shall furnish the City with satisfactory proof for the insurance required.

12. PERFORMANCE AND OTHER BONDS – CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of the preceding paragraph. CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to the CITY.
13. TERM – The term shall be for 60 days from the date of the contract execution. Upon mutual agreement of both parties, the unit bid cost quotes may be renewed by the City of Spring Hill for additional work items to be performed during the subsequent 12-month period, after completion of this contract work. The 12-month renewal period shall begin as the end of the current 60-day contract. If accepted by the City and agreed to by the contractor, this 12-month period will extend into the City's fiscal year of 2012-2013.
14. ADJUSTMENTS TO CONTRACT UNIT PRICES – During the initial term of this contract no adjustments to the unit prices will be allowed. During the subsequent extension period the contractor may submit a request to adjust individual unit prices to reflect fluctuations in material costs only. This request must be supported by documentation of the initial material cost and current cost as purchased by the contractor from the same supplier and material specification. This request must be submitted in writing to the Public Works Director 30 days prior to the proposed effective date for consideration. The Public Works Director will respond in writing with approval or denial of the adjustment request within 30 days. In no event shall the adjustment to any unit price increase by greater than 10% in any 12 month period.
15. SPRING HILL BUSINESS LICENSE – Subject to the exceptions enumerated hereinafter, persons subject to the Spring Hill Business Tax operating from an established place of business in one county who extend their operations into other counties and/or municipalities without establishing an office, headquarters or other place of business therein shall not be subject to the Spring Hill Business Tax in such other counties and/or municipalities. Tax on total receipts from all taxable sales shall be due to the county and municipality, if any, in which the established place of business is located. Excepted from the rule as stated in previous paragraph are:
- (a) Persons with no established place of business in this state.
 - (b) Contractors with taxable receipts of \$50,000 and out of state contractors.
16. TRAFFIC CONTROL – All traffic control shall be coordinated with the City's representative and local emergency responders. All traffic control shall be performed by qualified and trained traffic control staff and all traffic control shall be performed in accordance with the MTUTCD standards and requirements. The Contractor shall

schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration, in the opinion of the City's representative, has become complete and the area is suitable for traffic.

The contractor shall be responsible for all traffic control and signing required to permit safe travel. The contractor shall notify the City's police and fire departments as to the streets that are to be treated each day. If, in the opinion of the City's representative, proper signing is not being used, the contractor shall stop all operations until safe signing and barricading is achieved.

No additional payment will be allowed for traffic control staff, equipment, barricades, signage, flagmen or other required items in accordance with MUTCD. Traffic control shall be considered incidental to this work and all work called for under this contract. The contractor shall include the cost of traffic control within his unit bid cost for the bid items of this project. The City shall not allow additional costs for any required traffic control.

COPY

SECTION III – PRICE QUOTATION

Bid Items shall include furnishing and installing roadway repairs, including labor, materials, overhead, profit and all other required incidentals to provide a complete roadway repairs project, in accordance with TDOT specifications and methods along with specifications contained herein.

Roadway Improvement Method

Full width new virgin asphalt topping mix method: This bid item and procedure will be performed in accordance with all TDOT Standard Specifications for Road and Bridge Construction, March 1, 2006 (and as amended). This work shall include roadway preparation, applying a bituminous tack coat at a rate of 0.10 gal/sy, and installation of 1 ½” of new TDOT 411-E mix. The compacted depth shall be no less than 1 ½” at any location. An additional bid item shall be the leveling/scratch course of TDOT 307-B modified mix. Prior to installation of the 1 ½” of 411-E mix, areas that require a leveling/scratch course shall be coordinated with the City of Spring Hill field representative. The leveling/scratch course shall be a separate bid item and shall be paid for by the ton installed.

All Bid Item Methods described above shall include incidental items of work such as traffic control (in accordance with MUTCD), all necessary and required roadway preparation, sweeping, casting adjustments, installation of driveway aprons and side road aprons (to a point at the end of the radius), temporary traffic markings, and erosion control measures.

The contractor shall be responsible, at no additional cost to the City, for any and all damages to existing utilities, mailboxes, shrubs, landscaping, fencing, concrete curbs, sidewalks, driveways or any other existing items that are damaged during construction of the roadway improvements.

BID FORM

JOB: St. Hubbins – from Paddy Trace to Portview; and any other street designated by the City of Spring Hill

<u>Description</u>	<u>Estimated Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Cost</u>
Method described above	Approx. 11,500	S.Y.	\$ <u>6.53</u>	\$ <u>75,095.00</u>
Leveling/Scratch Course TDOT 307-B Modified	Unknown	Tons	\$ <u>100.00</u>	\$ <u>100.00</u>
			Total Cost	\$ <u>75,195.00</u>

In compliance with the all described requirements, specifications and standards, the undersigned offers, and agrees, if this bid is accepted within 90 days from the opening date, to furnish and install all items at the price set above. This agreement and unit bid costs will be effective for 12 months from the date of the contract execution.

Date: OCT. 10 2011

Owner:
City of Spring Hill, TN

By Contractor: TENN. VALLEY PAVING CO. INC.

By: _____
Mayor

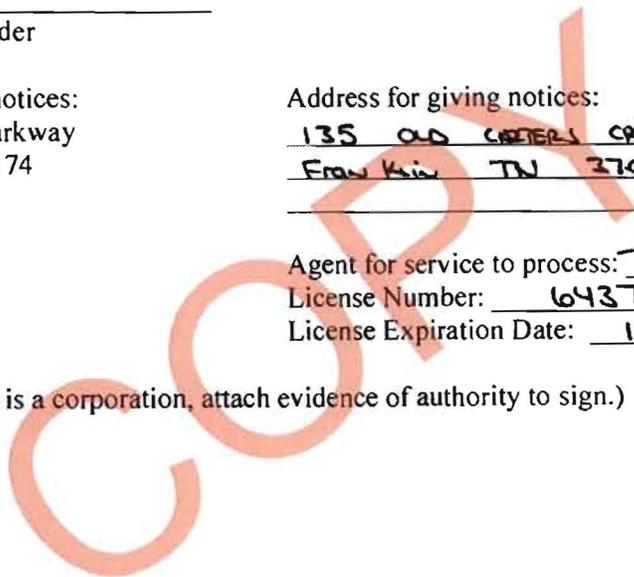
Attest: _____
City Recorder

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

Address for giving notices:
135 OLD CANTERS CREEK PIKE
FRANKLIN TN 37064

Agent for service to process: BRYAN DEARBERRY VP.
License Number: 6437
License Expiration Date: 10-31-2012

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)



SECTION IV – SPECIFICATION COMPLIANCE

Unless otherwise noted, all quotations for the annual paving projects for the Public Works Department shall be in complete compliance of all requirements set herein and in accordance with all specifications detailed herein.

Bidders shall note in the space provided below any exceptions or deviations in any way from the specifications of any section of this bid form. Bidders should provide complete detail of exceptions or deviations.

Proposal Exceptions

Section:

Brief Description:

_____	_____
_____	_____
_____	_____
_____	_____

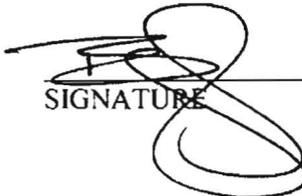
By signature below, vendor acknowledges any quotation to be in full compliance with all aspects of each section of the bid form not noted above.

TENN. VALLEY PAVING CO INC
COMPANY

135 OLD CANTON CREEK PIKE FOUNTAIN TN 37064
ADDRESS, CITY, STATE, ZIP

BRYAN DERRY BEARY
REPRESENTATIVE NAME

615-794-2351
TELEPHONE NUMBER


SIGNATURE

tvpc@bellsouth.net
EMAIL ADDRESS

DRUG-FREE WORK FORCE AFFIDAVIT

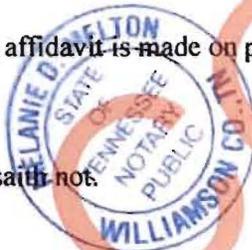
STATE OF TENNESSEE
COUNTY OF WILLIAMSON

**DRUG-FREE WORK PLACE AFFIDAVIT
OF PRIME BIDDER**

NOW COMES AFFIANT, who being duly sworn, deposes and says:

1. He/She is the principal officer for: Tenn. Valley Paving Co., Inc.;
2. That the bidding entity has submitted a bid to the City of Spring Hill for the annual paving projects;
3. That the bidding entity employs no less than five (5) employees;
4. That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free work place program that complies with §50-9-113, *Tennessee Code Annotated*; and
5. That this affidavit is made on personal knowledge.

Further Affiant says not.



[Signature] V.P.
AFFIANT

SUBSCRIBED AND SWORN TO before me this 10th day of OCT., 2011

My commission expires: 7-22-14

CERTIFICATE OF NONDISCRIMINATION

As Bidder, Contractor or Subcontractor on City of Spring Hill Construction Project (Annual Paving Projects), the undersigned states that he does not discriminate against any subcontractor, employee or applicant for employment on the grounds of race, color, national origin or sex and, if awarded a contract for this project, agrees in performance of work:

1. Not to discriminate against any subcontractor, employee or applicant for employment on the grounds of race, color, national origin or sex;
2. To maintain payrolls of laborers and mechanics employed on this contract until 90 days after final release and final payment to the City;
3. Require a similar certificate to be executed by each subcontractor at the time a subcontractor is executed under the contract with the requirement that such subcontractor agrees to require a similar certificate of requirement on any lower tier of subcontractors.

Contractor's Name Tenn. Valley Paving Co. Inc. Date 10-10-2011

Signature  Title VP.

TITLE VI COMPLIANCE SURVEY

The City of Spring Hill intends to fully comply with the Tennessee Department of Transportation's policy regarding TITLE VI of the CIVIL RIGHTS ACT of 1964; 49 CFT, PART 21; related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance from the U.S. Department of Transportation on the grounds of race, color, gender, age, disability or national origin.

Please complete the following information:

NAME OF COMPANY: Tenn. Valley Paving Co., Jr.

NAME OF OWNER/CONTRACTOR: BRYAN DERRIN BERRY

ADDRESS OF OWNER/CONTRACTOR: 135 OLD CARTERS CREEK PIKE FORTNORTH TN 37064

COUNTY: WILLIAMSON

TYPE OF SERVICES PROVIDED: ASPHALT

CONTRACT: Annual Paving Projects

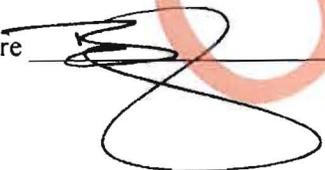
COPY

CERTIFICATE OF NON-ILLEGAL IMMIGRANT USE

As Bidder, Contractor or Subcontractor on City of Spring Hill Construction Project (Annual Paving Projects),

1. The undersigned states that he does not knowingly utilize the services of illegal immigrants in the performance of a contract for goods or services entered into with the City of Spring Hill;
2. And will not knowingly utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of the contract; and
3. If any person who contracts to supply goods or services to the City of Spring Hill or who submits a bid to contract to supply goods or services to the state or other state entities, is discovered to have knowingly utilized the services of illegal immigrants in the performance of the contract to supply goods or services to the City of Spring Hill, the City of Spring Hill shall declare that person to be prohibited from contracting for or submitting a bid for any contract to supply goods or services to the City of Spring Hill for a period of one (1) year from the date of discovery of the usage of illegal immigrant services in the performance of a contract to supply goods or services to the City of Spring Hill.

Contractor's Name Tenn. Valley Paving Co., Inc.

Signature  Title VP.

CERTIFICATE OF NONCOLLUSION

As Bidder, Contractor or Subcontractor on City of Spring Hill Construction Project (Annual Paving Projects),

the undersigned hereby declares that no person or party other than the undersigned has any interest whatever in the submitted bid proposal, that it is without any connection or collusion with any person or persons making or having made any proposal for the same work and without any previous understanding with such person or persons as to relative prices, obviating competition and that it is made in good faith.

Contractor's Name Tenn. Valley Paving Co. Inc

Signature  Title VP.

COPY

RESOLUTION 11-105

A RESOLUTION TO AUTHORIZE STREET REPAIRS

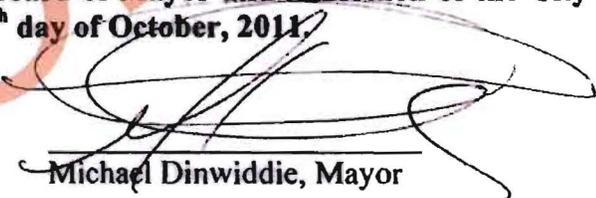
WHEREAS, to better serve the citizens of Spring Hill, the City accepted proposals for street repairs on St. Hubbins Drive from Portview to Paddy Trace, and Hurt Road to from Prescott Way to Savannah Park Drive, on October 10, 2011; and

WHEREAS, the City of Spring Hill approved road improvement projects in the 2011-2012 Capital Improvement Plan; and

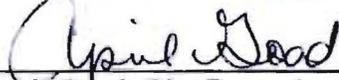
NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill authorizes awarding contract for repairs St. Hubbins Drive from Portview to Paddy Trace, and Hurt Road to from Prescott Way to Savannah Park Drive; to Tennessee Valley Paving the amount of \$65,000.00, as recommended by staff and Spring Hill Budget and Finance Advisory Committee on October 10, 2011:

BE IT FURTHER RESOLVED that funding for this repair to be drawn from the General Funds, Streets Department.

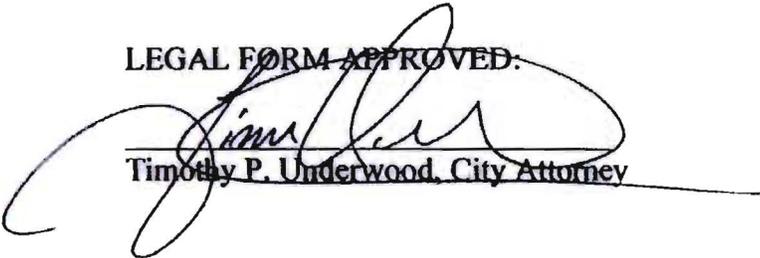
Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 17th day of October, 2011.


Michael Dinwiddie, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Timothy P. Underwood, City Attorney