

RESOLUTION 13-06

**A RESOLUTION TO AWARD A CONTRACT FOR THE CONSTRUCTION OF THE
DERRYBERRY LANE SEWER LIFT STATION**

WHEREAS, in order to provide adequate sewer service to the citizens of Spring Hill, the City of Spring Hill desires to construct a sewer lift station at Derryberry Lane; and

WHEREAS, this project was advertised and bids were received on January 8, 2013 from qualified contractors;

NOW, THEREFORE BE IT RESOLVED, the City of Spring Hill Board of Mayor and Aldermen authorizes the award of the sewer lift station construction to Division 2 Construction of Nashville, TN, at a cost of \$145,800.00.00; and

BE IT FURTHER RESOLVED, that the City of Spring Hill Board of Aldermen authorizes the Mayor to enter into a contract with Gross Builders sharing the cost of the sewer lift station construction.

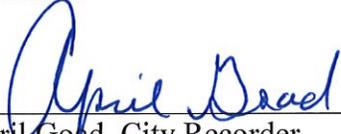
BE IT FURTHER RESOLVED, this resolution shall take effect from and immediately after its passage, the public welfare requiring it.

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



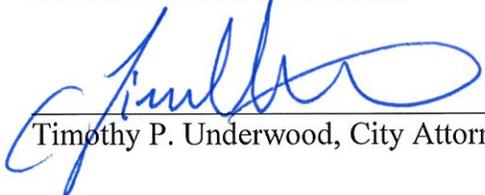
Michael Dinwiddie, Mayor

ATTEST:



April Goad, City Recorder

APPROVED AS TO FORM:



Timothy P. Underwood, City Attorney

City of Spring Hill, Tennessee
SUMMARY OF BIDS

Worthington Glen Sewer Lift Station

BID OPENING: Tuesday, January 8, 2013 10:00 A.M.

COMPANY	BID
L&C Contractors Fairview, TN	\$ 149,500.00
Norris Brothers Crossville, TN	\$ 265,000.00
Cleary Construction Hopkinsville, KY	\$ 170,000.00
Division 2 Construction Nashville, TN	\$ 145,800.00

The City of Spring Hill conducted a bid opening on the above referenced project. Acceptance of bids closed at 10:00 a.m. Present were: Jeff Foster, Public Works Director; Jerome Dempsey, City Engineer; Jim Smith, Finance Director; Debbie Loveless, Accounts Payable; Larry Bobo and Jim Vrdoljak, Sewer Collections Staff. See attached list of bidders representatives present.

Jim Smith, Finance Director opened bids and read bid results as stated above.

Bidders were invited to all City meetings in which this project will be discussed. Contract may be awarded by Spring Hill Board of Mayor and Aldermen on Tuesday, January 22, 2013 at 7:00 p.m.

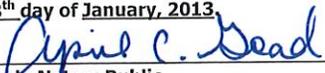
The Bid opening concluded at 10:22 a.m.

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, Worthington Glen Sewer Lift Station-2013

This, the 8th day of January, 2013.


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

My Commission Expires: June 22, 2016



Derryberry Lift Station Budget

	Project TTL Cost	City Cost	Private Cost
Scope of work	\$ 38,500.00	\$ 38,500.00	\$ -
8" Force Main Installed	\$ 2,000.00	\$ 2,000.00	\$ -
Water Service Line	\$ 25,000.00	\$ 25,000.00	\$ -
Duck River Electrical Install	\$ 9,900.00	\$ 9,900.00	\$ -
Purchase Pumpstation	\$ 15,000.00	\$ 15,000.00	\$ -
Additional Electrical Repair	\$ 37,500.00	\$ 37,500.00	\$ -
LS Electrical and Plumbing	\$ 12,000.00	\$ 12,000.00	\$ -
Site work	\$ 98,000.00	\$ 98,000.00	\$ -
Gravity Sewer	\$ 96,300.00	\$ 57,780.00	\$ 38,520.00
Construction of LS Wetwell	\$ 80,000.00	\$ 80,000.00	\$ -
Construction of LS access road			
Surveying			
	\$ 414,200.00	\$ 277,680.00	\$ 136,520.00

Alternative Deductions

8" Force Main via city forces	\$ (30,000.00)	\$ (30,000.00)	
CMP vs RCP for LS access road	\$ (50,000.00)	\$ (50,000.00)	
Contractor Credit for Upsizing Gravity Sewer Line	\$ 334,200.00	\$ 197,680.00	\$ 136,520.00
		\$ (3,890.00)	
		\$ 132,630.00	

Shared Expense

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This Instrument Prepared By:

Timothy P. Underwood
Henry, Henry & Underwood, P.C.
119 South First Street
P.O. Box 458
Pulaski, TN 38478

CONTRACT

This Agreement made and entered into as of the 8th day of February, 2013 by and between the City of Spring Hill, Tennessee (hereinafter referred to as ACity@) and Worthington Glenn Apartments, LLC (hereinafter referred to as AWorthington@).

RECITALS

1. The City is a municipality of the State of Tennessee located in Maury and Williamson County, Tennessee. The City has the power to transact business and enter into contracts.
2. Worthington is incorporated under the laws of the State of Ohio and is authorized by the State of Tennessee to transact business and has its principal place of business located at c/o Gross Builders, 14300 Ridge Road, #100 North Royalton, Ohio 44133
3. The City and Worthington have a mutual interest and benefit in the construction of the Derryberry Lift Station. As a result of that mutual interest and benefit both parties agree to donate funds and perform certain requirements to the initial construction of that lift station.
4. Pursuant to the laws of the State of Tennessee the City has set the construction and implementation for public bid. Such bid was successfully obtained by Division 2 Constructors, LLC on January 9th, 2012.
5. The successful bid by Division 2 Constructors, LLC is \$145,800.00. It is agreed and understood by the City and Worthington that the City will enter into a separate agreement with Division 2 Constructors, LLC for the site preparation and work, electrical and plumbing and the construction of the LS Wetwell portion of the Derryberry Lift Station. Of the \$145,800.00 the City will pay for the complete electrical and plumbing (\$37,500.00) and site work (\$12,000.00). Worthington shall pay forty percent (40%) or \$38,520.00 of the cost of the Construction of the LS Wetwell and the City shall pay the remaining sixty percent (60%) of that expense totaling \$57,780.00. The total monetary contribution by Worthington to the City shall be \$38,520.00 with such funds being paid to Division 2 Constructors, LLC as referenced above, by the City.

6. The \$38,520.00 to be contributed by Worthington to the City shall be delivered upon execution of this contract and prior to the City entering into a formal agreement with Division 2 Contractors, LLC. As referenced in Paragraph 5 herein the \$38,520.00 shall be 40% of the total \$96,300.00 (with the City paying the remaining 60% - \$57,780.00) for construction of the LS Wetwell. If pursuant to the contract between the City and Division 2 Constructors, LLC the costs of construction of the LS Wetwell shall be increased. Worthington shall have the right to review and approve any change orders which would increase the cost of construction. Worthington agrees to pay forty percent (40%) of such approved increased expense and the City shall pay the remaining sixty percent (60%) increase.

7. With the execution of this agreement Worthington shall tender the sum of \$38,520.00 to the City which shall deposit the funds into an escrow account established by the City or maintained by the City Attorney. The \$38,520.00 tendered by Worthington and deposited by the City to be paid to Division 2 Constructors, LLC as provided herein shall be non-refundable and paid by the City in accordance with the contract between Division 2 Constructors, LLC and the City.

8. In addition to the payment of \$38,520.00 Worthington shall also construct a gravity sewer line with an estimated project cost of \$98,000.00. The construction of the gravity sewer line shall be done to the satisfaction of the City and Division 2 Constructors, LLC and in accordance with the drawings and plans provided by Division 2 Constructors, LLC to Worthington. If the gravity sewer line is rejected by the City and/or Division 2 Constructors, LLC it shall be the duty of Worthington to make all repairs as directed by the City and/or Division 2 Constructors, LLC. If such repairs are not satisfactorily completed within thirty (30) days or after the first attempt by Worthington the City may elect to sub-contract the repairs out and direct that Worthington pay the invoice for repairs. If the invoice is not paid within the next thirty (30) days the City can file suit to collect such funds and if successful be awarded all costs of such suit including a reasonable attorney fees.

9. In addition to the payments made in accordance with Paragraph 5 (\$37,500.00, \$12,000.00 and \$57,780.00) the City shall be required to install an eight (8) inch force main, install a water service line, purchase the pump station for Johnny Ring, have such pump station refurbished by Southern Sales and pay \$25,000.00 to Duck River Electrical to install the pump station. If the City fails to timely perform each of these requirements consistent with the construction schedule established then Worthington shall be returned its payment of \$38,520.00 and be released from its obligation of the construction and installation of the gravity sewer line if it has not been previously constructed.

10. In return for the payment of \$38,520.00 and the construction and installation of the gravity sewer line the City shall grant to Worthington a credit against sewer tap fees in the amount of \$3,890.00. These credits shall be valid for twelve (12) months and shall be only available to Worthington Glenn Apartments located in Spring Hill, Tennessee.

11. The City and Worthington are not entering into any joint venture or direct or implied partnership. The only contribution by Worthington to the construction and implementation of the Derryberry lift station is the sum of \$38,520.00 and the completion of the gravity sewer line. Worthington shall have no supervisory or managerial responsibility for the Derryberry lift station project and it is further agreed that with the completion of the Derry berry lift station it shall be public property which is owned and maintained exclusively by the City.

12. It is understood that Worthington will be providing the labor and material for the construction of the gravity sewer line. That Worthington shall not assign or subcontract that responsibility to anyone without written disclosure and permission from the City.

13. It is anticipated that construction will begin on March 1st, 2013 and be completed by June 1st, 2013, and that time is of the utmost essence.

14. The City and Worthington agree that in any dispute concerning the terms of this agreement the law of the State of Tennessee shall apply and that the venue for any legal action shall be in Maury County, Tennessee.

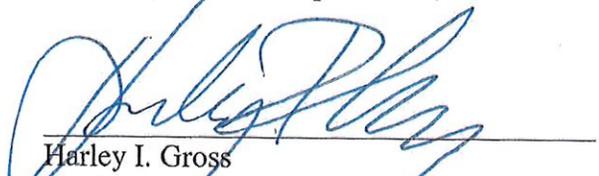
ENTERED this 8th day of February, 2013.

By: City of Spring Hill, Tennessee


Victor Lay, City Administrator


Michael Dinwiddie, Mayor

By: Worthington Glenn Apartments, LLC


Harley I. Gross
President