

RESOLUTION 17-86

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

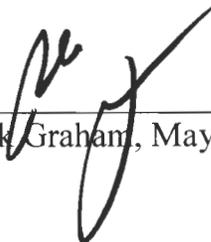
WHEREAS, the Spring Hill Board of Mayor and Aldermen wishes to complete various concrete projects throughout the city; and

WHEREAS, these projects include, but are not limited specifically, 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 Flatwork on July 26, 2017.

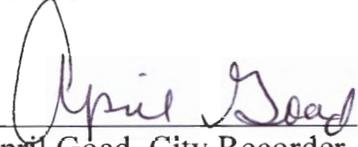
NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill, Board of Mayor and Aldermen approves contract for Annual Concrete Flatwork with M.A.Y. Construction Company, Inc., in the amount of \$125,650.00, as recommended by the Budget and Finance Advisory Committee.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 21st day of August, 2017.



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

SUBJECT: Selection of company for annual concrete flatwork contract

DATE: August 2, 2017

ATTENTION: Board of Mayor and Aldermen

STAFF: Philip Stuckert, P.E., Infrastructure Director



STAFF MEMORANDUM

The purpose of this memo is to recommend the BOMA award the City's annual concrete flatwork contract to M.A.Y. Construction Company, Inc.

Background:

The City advertised for proposal for the annual concrete flatwork contract. Bids were opened on July 26, 2017. Three bids were received. Low bidder is M.A.Y. Construction Company, Inc. at a cost of \$125,650.00.

Contract includes a term-clause that the contract is for a period of one year with the option to renew for two additional years at the same cost if both parties agree.

This work will consist of concrete flatwork for the City as well as sidewalk installation in residential neighborhoods. The City will receive partial funding for certain sidewalk improvements under the Neighborhood Sidewalk Program from the HOAs to offset the installation costs.

Staff Recommendation:

Staff recommends the selection of M.A.Y. Construction Company, Inc. for the City's annual concrete flatwork contract.

**CITY OF SPRING HILL
PROPOSALS RECEIVED
FOR
ANNUAL CONCRETE FLATWORK
Wednesday, July 26, 2017
2:00 p.m.**

The following proposals were received for the above referenced project:

| Name/Company | Email Address |
|-----------------------------------|------------------------------|
| Missy Stahl - City of Spring Hill | mstahl@springhilltn.org |
| M.A. Y. Const. Co. Inc. | mayconst@yahoo.com |
| Jill Fox City of Spring Hill | |
| Dylan Fox Jarrett Builders Inc | dylan@jarrettbuildersinc.com |
| April Goad - City of Spring Hill | agoad@springhilltn.org |
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AGREEMENT

This Agreement is made and entered into as of this ____ day of _____, 20____, by and between _____, a _____ (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.

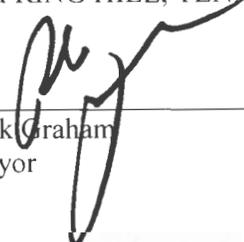
6. Governing Law. This Agreement shall be deemed to have been executed and delivered within the State of Tennessee, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of Tennessee.

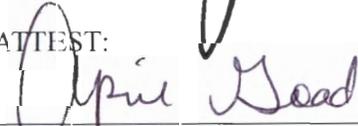
7. Applicable Law / Choice of Forum and Venue. The parties' choice of forum and venue shall be exclusively in the courts of Maury County, Tennessee. Any provision of the Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

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

BIDDER: M.A.Y Const. Co. Inc
By: Mary Young
Title: CEO & President
ATTEST: Cathy Young

CITY OF SPRING HILL, TENNESSEE

By: 
Name: Rick Graham
Title: Mayor

ATTEST:

April Goad, City Recorder

**SUMMARY OF BIDS
CITY OF SPRING HILL
ANNUAL CONCRETE FLATWORK CONTRACT
THURSDAY, JULY 26, 2017; 2:00 P.M.**

The City of Spring Hill conducted a Bid Opening on the above referenced project. Acceptance of bids closed at 2:00 p.m. City Staff present were: April Goad, City Recorder; Missy Stahl, Senior Project Manager. April Goad opened bids and read results as tabulated below.

Bid Results:

| Company | Bid Amount |
|--|--------------|
| Jarrett Builders 1106 Lebanon Pike Nashville, TN 37210 | \$231,500.00 |
| M.A.Y. Construction Co., Inc. P.O. Box 1025 Franklin, TN 37065 | \$125,650.00 |
| D. Nickell Co., LLC 407 Cemetery Avenue Columbia, TN 38401 | \$214,500.00 |
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| | |

CERTIFICATION:

State of Tennessee
Maury County
City of Spring Hill

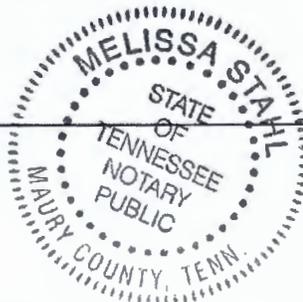
I hereby certify that this is a true copy of the original documents.

Description: Annual Concrete Flatwork Contract

This, the 26th day of July, 2017.



Melissa Stahl, Notary Public
City of Spring Hill, Tennessee



4y Commission Expires: 02/23/2021