CA08 679%

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

Referred to Commission Committee (name) Public Works

For Commission Action on (date) 5/12/08

DESCRIPTION OF ITEM:

Resolution awarding a contract to Standard Construction Company for the FY2007-2008 Asphalt Resurfacing Program Phase I in an amount not to exceed $616,147.20 and this item requires the expenditure of State Gas Tax Funds in the amount of $616,147.20. Sponsored by Commissioner Wyatt Bunker.

CHECK ALL THAT APPLY BELOW:

_____ This Action does NOT require expenditure of funds.

__x__ This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: $_____ ; County CIP Funds- $_____

State Grant Funds: $_____; State Gas Tax Funds: **$616,147.20**

Federal Grant Funds: $_____

Other funds (Specify source and amount): $_____

Other pass-thru funds (Specify source and amount): $ _____

Originating Department: Roads and Bridges
APPROVAL:

	(Print your name & phone #.)	(Initials)	(Date)
Dept. Head:	Carolyn Benson 379-4410	CB	4/1/08
Elected Official:			
Division Director:	C MELVIN BOOTH JR	CMB	4/11/08
CIP – A&F Director:			
Finance Dept.	Mike Swift 545-4269	MAS	4/29/08
County Attorney:	James F. Huntzicker 545-4514		4-29-08
CAO/Mayor:	James F. Huntzicker 545-4514		4/30/08

SUMMARY SHEET

I. Description of Item

Resolution awarding a contract to Standard Construction Company for the FY 2007-2008 Asphalt Resurfacing Program Phase 1 in an amount not to exceed $616,147.20 and this item requires the expenditure of State Gas Tax Funds in the amount of $616,147.20. Sponsored by Commissioner Wyatt Bunker

II. Source and Amount of Funding

A. Amount Expended/Budget Line Item

$616,147.20 expenditure is to be charged to FY2007-2008 Operating budget For Roads and Bridges account no. 071 -301003-7024 Infrastructure Assets

B. All Costs (Direct/Indirect)

C. Additional or Subsequent Obligations or expenses of Shelby County

None

III. Contract Items

A. Type of Contract:	Standard Construction Contract for Asphalt Overlay
B. Terms:	Upon completion of contract within time prescribed

IV. Additional Information Relevant to Approval of this Item

The work covered by this contract includes various rural roads and newly accepted subdivision streets. This proposed work covers north and south portion of Shelby County. Please see attachment Exhibit A. for the roads to be resurfaced for Phase I.

In addition to final asphalt overlay the work will include sub-grade/surface stabilization, Manhole risers and necessary milling.

Item _____

Prepared by: Cindy Kirkland/Lee Hinson

Approved by: _____
County Attorney

Resolution awarding a contract to Standard Construction Company for the FY2007-2008 Asphalt Resurfacing Program Phase 1, in an amount not to exceed $616,147.20 and this item requires the expenditure of State Gas Tax funds in the amount of $616,147.20. Sponsored by Commissioner Wyatt Bunker.

WHEREAS, Sealed bids were requested and received on March 7, 2008 for the FY2007-2008 Asphalt Resurfacing Program Phase I with the lowest /best bid meeting specification being submitted by Standard Construction Company in the amount of $616,147.20; and

WHEREAS, It is necessary to appropriate funds in the amount of $616,147.20 to fund this project; and

WHEREAS, The Shelby County Roads and Bridges Department desires to enter into a contract with Standard Construction Company to provide asphalt resurfacing on projects on County roads.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the contract with Standard Construction Company in the amount of $616,147.20 for the FY 2007-2008 Asphalt Resurfacing Program Phase 1, be and is hereby approved.

BE IT FURTHER RESOLVED, That the County Mayor is hereby authorized to execute the aforementioned contract on the behalf of Shelby County Government, an executed copy of which is to be placed on file in the Contract Administration Section of the Office of the County Attorney.

BE IT FURTHER RESOLVED, That the funds in the amount of $616,147.20 be and the same are hereby appropriated from FY 2007-2008 Operating Budget Account No. 071-301003-7024, Infrastructure Assets of the FY 2007/2008 Shelby County Operating Budget.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance are hereby authorized to issue their warrant(s) in the amounts not to exceed $616,147.20 to Standard Construction Company upon request for payment from the Director of Public Works for the purposes contained in this resolution and to take proper credit in their accounting therefore.

_____
A C Wharton, Jr.
County Mayor

Date: _____

ATTEST: _____
Clerk of the County Commission

ADOPTED: _____

CONTRACT

1. THIS AGREEMENT, made and concluded this 20TH day of March 2008, by and between THE COUNTY OF SHELBY, TENNESSEE, known as party of the first part, and Standard Construction Co. Inc., his/their executors, administrators, successors, or assigns, known as the party of the second part.

2. WITNESSETH:
That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the parties of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said parties of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the Notice to Bidders, Special Provisions, Specifications, Contract Documents, Proposal and Contract Bond hereto attached, and the Plans for 2007-08 ASHPHALT RESURFACING PROGRAM PHASE I are all essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

APPROVED BY:

Administrator of Roads & Bridges

APPROVED AS TO FORM:

County Attorney

SHELBY COUNTY GOVERNMENT:
Parties of the First Part

BY _____
Mayor of Shelby County

Director of Public Works

PARTY OF THE SECOND PART:

BY: Clifton S Hunt
P.O. Box 38289
GERMANTOWN, TN 38183
Address

61-0597006
Federal I.D. Number

ATTEST:

SECRETARY

CONTRACT BOND (Corporation)

KNOW ALL MEN BY THESE PRESENTS, That we Standard Construction Co. Inc., a corporation organized under the laws of the State of Tennessee and licensed to do business in the State of Tennessee, as Principal, and Travelers Casualty & Surety Company of America a corporation organized and existing under the laws of the State of Connecticut with authority to do business in the State of Tennessee, as Surety, are held and firmly bound unto THE COUNTY OF SHELBY, TENNESSEE, in the penal sum of Six hundred sixteen thousand one hundred forty-seven Dollars and twenty Cents ($ 616,147.20), lawful money of the United States, well and truly to be paid unto said SHELBY COUNTY, TENNESSEE, for the payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by the presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered into a written contract with THE COUNTY OF SHELBY, TENNESSEE, for the construction of the work designated as 2007-2008 ASPHALT RESURFACING PROGRAM PHASE I, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purposes of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall insure to the benefit of any person, firm, company or corporation, to whom any money may be due from the Principal, sub-contractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm company or corporation, for the recovery of any such money ON OR BEFORE THE EXPIRATION OF ANY GUARANTEE PERIOD AND/OR THE REQUIRED ADVERTISEMENT PERIOD.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due to any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted and shall hold THE COUNTY OF SHELBY, TENNESSEE, harmless, its officials, agents, and employees in account of any such damages, and shall in all respects full and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

Approved this _____ day of _____, A.D., 2008

IN WITNESS WHEREOF, We have duly executed the foregoing obligation this _____ day of _____ AD, 2008.

FOR SHELBY COUNTY GOVERNMENT:

Corporate Name: Clifton S. Hunt
President

_____
Mayor of Shelby County, TN

Attest: R. D. Hunt
Secretary

_____
Director of Public Works

SURETY Travelers Casualty and Surety Company of America (Seal)

BY: _____ (Seal)
Attorney in Fact

BY: JOSEPH MADDEN III (Seal)
Attorney in Fact

APPROVED AS TO FORM:

_____
County Attorney

State of Tennessee
County of Shelby

I, Beth Henderson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Clifton S Hunt and David S Hunt to me personally known to be President and Secretary respectively of, Standard Construction Co, Inc, a corporation, and also known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary respectively they signed, sealed and delivered the said instrument as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and that they were duly authorized to execute the same by the Board of Directors of said corporation.

Given under my hand and Notarial Seal this 1st day of April A.D., 2008.

BETH HENDERSON
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY

Beth Henderson
Notary Public

MY COMMISSION EXPIRES DECEMBER 28, 2010

Submitted By:

Bidder Standard Construction Co., Inc

Address P.O. Box 38289

Germantown, TN 38183

License No. 8135

Classification HRA; BC; MU; E-A, B; HC - B, D

Expires January 31, 2009

Shelby County Tennessee

Contract Documents

For
2007-2008 ASPHALT SURFACING PROGRAM
PHASE I

MARCH 7, 2008

OFFICE OF ROADS & BRIDGES DEPARTMENT
6449 HALEY RD.
Memphis, Tennessee 38134
ATTN: Cindy Kirkland

BID FORM

2008 ASPHALT SURFACING PROGRAM PHASE 1

Item Number	Item	Quantities	Unit Prices	Amount
307-03.11	Bituminous Plant Mix Base (Hot Mix) Grading B	1250.00	$61.10	$ 76,375.00
411-01.01SP	Mineral Aggregate (ACS) Grading D SP*	9123.68	31.45	$ 286,939.74
411-01.02SP	Asphalt Cement (ACS) Grading D SP*	547.42	438.00	$ 239,769.96
415.01	Milling	250.00	10.25	$ ~~2,562.50~~ 2,562.50 DSH
908-07.01	Manhole Riser	175.00	60.00	$ 10,500.00
	TOTAL BID			$616,147.20

STANDARD CONSTRUCTION COMPANY, INC.

By: [signature]
VICE PRESIDENT

March 7, 2008

2008 ASPHALT SURFACING PROGRAM, PHASE 1

NO	STREET NAME	LOCATION	MAP
1	Timber Lake Drive W	From Macon Road to Timber Lake Drive East	172-E,J
2	Timber Lake Drive W	From Timber Lake Drive East to cul-de-sac	
3	Timber Lake Drive E	From Timber Lake Drive W to cul-de-sac	
4	Laurel Tree Drive	From Hacks Cross Drive to Laurel Lake	97-C,D
5	Laurel Lake Cove	From Laurel Lake to cul-de-sac	
6	Laurel Lake Drive W	From Laurel Run Drive to Laurel Bend Drive	
7	Laurel Bend Drive	From Laurel Lake Drive E to end	
8	Laurel Brook Cove	From Laurel Lake Drive E to cul-de-sac	
9	Laurel Run Drive	From Laurel Lake Drive W to end	
10	Laurel Lake Drive E	From Laurel Bend Drive to Laurel Run Drive	
11	Meadow Vale Drive	From Shelby Drive East to Owlswick	154-E,J
12	Biddleson Lane	From Freiden Trail to Rhiannon Drive	
13	Freiden Trail	From Meadowvale Drive to Maids Morton Lane	
14	Maids Morton Lane	From Freiden Trail to Rhiannon Drive	
15	Turwseton Cove	From Maids Morton Lane to cul-de-sac	
16	Rhiannon Drive	From Meadowvale Drive to Maids Morton lane	
17	Potters Cross Drive	From Owlswick to Boothes Ridge Drive	
18	Boothes Ridge Drive	From Potters Cross to Black Grove Drive	
19	Black Grove Drive	From Booths Ridge to Kamin Lane	
20	Chalkshire Cove	From Kamin Lave to cul-de-sac	
21	Kamin Lane	From Meadowvale Drive to Black Grove Drive	
22	Sutton Meadow Lane	From Hamilton View Drive to Pisgah Road	160-D
23	Sawmill Creek Lane	From Hamilton View Drive toSutton Meadow Lane	
24	Hamilton View Drive	From Carlton Ridge Drive to Stable Run	
25	Kay Oak Cove	From Carlton Ridge Drive to cul-de-sac	
26	Whitcomb Lane	From Carlton Ridge to end	
27	Whitcomb Cove	From Carlton Ridge cul-de-sac	
28	Rathmore Cove	From Carlton Ridge to cul-de-sac	
29	Delafield Avenue	From Carlton Ridge to end	
30	Marhill Cove	From Delafield Avenue to cul-de-sac	
31	Radley Cove	From Delafield Avenue to cul-de-sac	
32	Hamilton Farms Drive	From Sutton Meadows to Hamilton Hill Drive	172-A
33	Hamilton Hill Drive	From Trail Run to Pisgah Forest Lane	
34	Pisgah Forest	From Pisgah Road to Stable Run Drive	
35	Hamilton Hill Cove	From Pisgah Road to cul-de-sac	
36	Woodland Edge	From Woodland Run to Woodland Edge Cove	160-K
37	Woodland Glade Lane	From Woodland Run to Woodland Glade Cove	
38	Woodland Glade Cv N	From Woodland Glade Lane to cul-de-sac	
39	Woodland Glade Cv S	From Woodland Glade Lane to cul-de-sac	
40	Woodland Edge Cove	From Woodland Edge Lane to cul-de-sac	

2008 ASPHALT SURFACING PROGRAM, PHASE 1

NO	STREET NAME	LOCATION	MAP
41	Bristol Meadow Lane	From Walton Hill to Brook Shade Lane	96-L,M,R
42	Bridge Meadow Lane	From Bristol Meadow Lane to end	
43	Bristol Meadow Cove	From Britol Meadow Lane to cul-de-sac	
44	Bridge Wood Cove	From Bristol Meadow Lane to cul-de-sac	
45	Golden Leaf Lane	From Bristol Meadow Lane to Easterly Lane	
46	Lake Village	From Golden Leaf Lane to Easterly Lane	
47	Phill Grove Way	From Bradley Bridge Lane to Phill Grove Cove	
48	Winward Cove	From Lake Village to cul-de-sac	
49	Lake Village Cove	From Lake Village to cul-de-sac	
50	Phill Grove Cove	From Phill Grove Way to cul-de-sac	
51	Easterly Lane	From Millers Glenn Lane to Annadale Drive	
52	Bradley Ridge Lane	From From Phill Grove Way to Holmes Road E	
53	Bradley Ridge Cove	From Bradley Ridge Lane to cul-de-sac	
54	Will Cove	From Will Lane to cul-de-sac	
55	Will Lane	From Bradley Ridge lane to Will Cove	
56	Kevin Ridge Cove W	From Bradley Ridge Lane to cul-de-sac	
57	Kevin Ridge Cove E	From Brandley Ridge Lane to cul-de-sac	
58	Candi Cove	From Phill Grove Way to cul-de-sac	
59	Barkley Hall Drive	From Barkley Glen Drive to Barkley Estate Drive	206-E,J
60	Barkley Glen Drive	From Barkley Dale Drive to Barkley Drive	
61	Barkley Gate Drive	From Mayfield Drive to Barkley Glen Drive	
62	Barkley Dale Drive	From Barkley Glen Drive to Barkley Manor Drive	
63	Barkley Dale Cove	From Barkley Manor Drive to cul-de-sac	
64	Barkley Manor Cove	From Barkley Manor Drive to cul-de-sac	
65	Barkley Manor Drive	From Barkley Dale Drive to Barkley Hall Drive	
66	Barkley Estate Drive	From Shelby Drive East to Barkley Hall Drive	
67	Stone Meadows Drive	From Holmes Road to Morgan House Drive	97-K
68	Cash Cove	From Stone Meadows Drive to cul-de-sac	
69	Nunn Cove	From Stone Meadows Drive to cul-de-sac	
70	Kylan Drive	From Stone Meadows Drive to Gertrude Street	
71	Germantown Road	From Old Brownsville Road to end	125-L,M
72	Abington Woods Ave	From Briarwind Drive to Aspen Woods	
73	Briarwind Drive	From Cale Falls to N of Abington Woods	
74	Ashland Grove Street	From Old Brownsville Road to Cale Falls Drive	
75	Aspen Woods	From Abington Woods to Aspen Woods Cove	
76	Aspen Woods Cove	From Aspen Woods Lane to cul-de-sac	
77	Bristol Woods	From Old Brownsville to Cale Falls Drive	
78	Bristol Woods Cove	From Bristol Woods Drive to cul-de-sac	
79	Stembridge Drive	From Bristol Woods Drive to Stembridge Street	
80	Stembridge Street	From Stembridge Drive to N of Abington Woods	

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF SHELBY

The undersigned, principal officer of STANDARD CONSTRUCTION CO INC, an employer of five(5) or i employees contracting with SHELBY County government to provide construction services states under oath as follows:

1. The undersigned is a principal officer of STANDARD CONSTRUCTION CO, INC. (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.

2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five *(5)* employees receiving pay who contracts with the state or any local government to provide constructiomi services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title *50,* Chapter 9, of the *Tennessee Code Annotated.*

3. The Company is in compliance with T.C.A.~ 50-9-113. Further affiant saith not.

David S. Hunt - VICE PRESIDENT

Principal Officer

STATE OF Tennessee

COUNTY OF Shelby

Before inc personally appeared David S. Hunt with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.
Witness my hand and seal at office this 17th day of March 2008

Beth Henderson

Notary Public
My commission expires: 12/28/10

BETH HENDERSON
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Standard Construction Co., Inc.**

as Principal, hereinafter called the Principal, and **Travelers Casualty and Surety Company of America**

a corporation duly organized under the laws of the State of **Connecticut**

as Surety, hereinafter called the Surety, are held and firmly bound unto **COUNTY OF SHELBY**

as Obligee, hereinafter called the Obligee, in the sum of **Five percent of amount bid**

Dollars($ **5%**),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **2007-2008 Asphalt Surfacing Program, Phase I**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **7th** day of **March** , **2008.**

Diane Babis
(Witness)

Standard Construction Co., Inc.

(Principal) *(Seal)*

(Title) VICE PRESIDENT

Wendy L. Baldwin
(Witness)

Wendy L. Baldwin

Travelers Casualty and Surety Company of America

(Surety) *(Seal)*

Joseph Madden III
(Title)

Joseph Madden III, Attorney-in-fact