

RESOLUTION 24-167

**A RESOLUTION TO APPROVE A COST PROPOSAL WITH ROGERS GROUP, INC.
FOR ASPHALT PAVING SERVICES FOR THE POLICE DEPARTMENT
HEADQUARTERS**

WHEREAS, the City of Spring Hill entered into a contract with Hensel Phelps in March 2023 for the construction of the new Police Department Headquarters; and

WHEREAS, the cost for asphalt paving services was removed from the contract with Hensel Phelps as the City has the ability to utilize the City's asphalt paving contractor under contract, Rogers Group, Inc.; and

WHEREAS, Rogers Group, Inc. has submitted a cost proposal for binder, final topping, curbing and striping in the amount of \$649,285.95, attached hereto as Exhibit A; and

WHEREAS, expenses will be funded from the 18-75 fund (311-48001-59125) as budgeted in FY 25.

NOW, THEREFORE BE IT RESOLVED, the City of Spring Hill Board of Mayor and Aldermen:

1. Approves a Cost Proposal with Rogers Group, Inc. for asphalt paving services in the amount of \$649,285.95, attached hereto.
2. Authorize the Mayor to sign the cost proposal.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 15th day of July, 2024.


Jim Hagaman, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Patrick Carter, City Attorney



Proposal

PROJECT

City of Spring Hill Police Dept.

DATE

06/27/2024

*Prices Valid for thirty (30) days.

Rogers Group, Inc.
 992 Baker Road
 Columbia, TN 38401
 931-982-4305

TO: Missy Stahl
 City of Spring Hill TN

Jon.wallace@rogersgroupinc.com

Bid Item	Description	Quantity	UOM	Unit Price	Ext Price
10	LIGHT DUTY PAVING (6" PUG / 1.5" BM / 1" E)	3,933.000	SY	\$ 40.70	\$160,073.10
20	HEAVY DUTY PAVING (8" PUG / 2.5" BM / 1.5" E)	7,673.000	SY	\$ 44.00	\$337,612.00
30	PRIME & CHIP	7,673.000	SY	\$ 1.65	\$12,660.45
40	TACK COAT	1,164.000	GL	\$ 4.10	\$4,772.40
50	MOBILIZATION	2.000	EA	\$3,000.00	\$6,000.00
60	ALT POST CURB	3,280.000	LF	\$ 23.85	\$78,228.00
70	ALT CONCRETE FLUMES	9.000	LF	\$ 160.00	\$1,440.00
80	ALT - ONSITE STRIPING / HC SIGNS / WHEEL STOPS	1.000	LS	\$48,500.00	\$48,500.00
Grand Total:					\$649,285.95

Special Conditions:

1. Price includes mobilizations as shown. Invoice will be based on actual number of mobilizations.
2. Temporary traffic control using flaggers, where necessary, is included in our price.
3. Price includes prime & chip
4. Temporary traffic control using flaggers, where necessary, is included in our price.
5. Flagging included for RGI scope of work only.
6. Price is based on all work to be done in 2024 construction season.
7. Rogers Group, Inc. will do no paving work in January or February of any year.
8. Price is based on pavement placed directly following placement of base stone with all phases / work areas ready for stone upon mobilization.
9. Subgrade, by others, shall be within +/- .1' and accepted by RGI prior to starting work.
10. After pavement placement and acceptance, RGI will not be responsible for failures caused by the construction activities of others.

11. Price is based on Unit Price contract, payable per ticketed ton or as measured in the field.
12. Rogers Group, Inc requires 2' offset stakes every 25 feet with grades before mobilization to the project. RGI will layout it's work off these stakes.
13. This proposal shall be included in any contract signed by Rogers Group, Inc.
14. Price given above is based on mutually agreeable contract between Rogers Group, Inc. and General Contractor / Owner
15. Rogers Group, Inc. will not pave on any other base stone other than RGI-produced stone.
16. TDOT Special Provision 109B for liquid AC Adjustment is in effect for this proposal. Proposal price is based on: \$628.64
17. Price does not include cost for permits, inspections by governing authorities, bonding, removal, demo, excavation, layout, engineering, backfill, nor anything unstated above.
18. Price does not include undercutting of subgrade due to failure.
19. No permanent traffic control is included in our price.
20. Price does not include elevation adjustments to manholes, inlets, valve boxes, nor any other utility.
21. Any budgetary pricing is based on current AC index, fuel, equipment, and labor rates. Prior to material placement, price shall be updated based on current monthly rates.
22. The asphalt paving industry recommends grade for proper drainage of asphalt surface is at least 2%. Designed grades of less than 2% will increase chances of water ponding, and RGI will not guarantee
23. If GPS machine control is required, all required files for Trimble shall be provided to Rogers Group, Inc at no cost.
24. TDOT Special Provision 109B for liquid AC Adjustment is in effect for this proposal. Proposal price is based on: \$628.64

Quotation prepared by: Alex Jones

To accept this quotation, sign here and return:


Name: Jim Haggaman
Title: MAYOR
Date: July 15, 2024

TERMS & CONDITIONS

Final and complete payment for all Work performed hereunder shall be made not later than fifteen (15) days after the completion of Work or delivery of materials. Interest at the highest legal rate allowable under the laws of the jurisdiction in which the contract is executed or one and one-half percent (1.5%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment.

RGI shall not become obligated to perform the Work called for under this contract until customer credit has been checked and approved by our Credit Department. If credit conditions become unsatisfactory at any time prior to our completion of the Work hereunder, RGI shall be furnished adequate security upon our request.

Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. Any increase or decrease in the contract price resulting from such change shall be included in such writing.

RGI shall be provided with suitable access to the work area. If RGI's Work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit RGI to perform its Work hereunder in a normal uninterrupted single-shift operation.

Unless a time for the performance of RGI's Work is specified, RGI shall undertake it in the course of our normal operating schedule. RGI shall not be liable for any failure to undertake or complete the Work for causes beyond our control, including but not limited to fire, flood or other casualty; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which RGI is involved, directly or indirectly.

If for causes beyond our control our Work is not complete within twelve (12) months after the date of your acceptance of this proposal, RGI may cancel this agreement at any time thereafter on ten (10) days' notice. In such event RGI shall be (I) relieved of any further obligation with respect to the balance of the Work; and (II) entitled to receive final and complete payment for all Work performed to the date of cancellation within fifteen (15) days thereafter.

RGI shall not be responsible for, and customer agrees to hold RGI, its officers, directors, successors, assigns, agents, and employees, harmless from and indemnify them against, any liability resulting from damages to utilities or other facilities or objects buried beneath the surface; damages to sidewalks, driveways or injuries resulting from hazardous or toxic waste within the Work area. It is further understood that RGI shall not be responsible for any damage or deterioration of any of its work, whether completed or in process, resulting from any cause or causes beyond our control, including but not limited to failure of sub-grade or failure or inadequacy due to the work of others, whether or not such failure or inadequacy was or could have been known at the time our Work was undertaken.

You agree to indemnify and save RGI, its officers, directors, successors, assigns, agents, and employees harmless from and against all loss, damage, costs, expenses and attorney's fees of every kind whatsoever which may occur on account of any breach by you of this contract. This agreement shall be governed by and construed under the law of the state in which the Work is to be performed.