

RESOLUTION 22-96

A RESOLUTION TO AUTHORIZE STREETS REPAVING UNDER THE ANNUAL CONTRACTS FOR FY 2022

WHEREAS, the City of Spring Hill Board of Mayor and Aldermen previously approved the selection of Rogers Group, Inc. for the annual asphalt paving contract; and

WHEREAS, City staff recommends the Crossings Entrance be repaved and restriped as needed under the FY 2022 budget year, paid from the budgeted funds in State Street Aid Fund (\$272,324.25) with a total budgeted amount of \$378,754.75; and

WHEREAS, the repaving and restriping expenses will be paid from State Street Aid budgeted funds and the remaining budgeted funds will be used for miscellaneous street repairs as needed; and

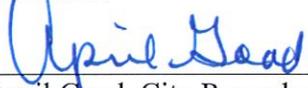
WHEREAS, City staff has presented and received a favorable recommendation from the City's Transportation Advisory Committee on May 16, 2022.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen, authorizes repaving The Crossings at a cost of \$272,324.25.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 16th day of May, 2022.

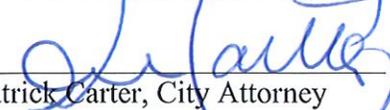

Jim Hagaman, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 22-96, FY 22 proposed paving projects*

SUBMITTED BY: Tyler Scroggins, Public Works Director

DATE: May 16, 2022

RE: Paving discussion update and FY 22 proposed paving project

BACKGROUND:

Public Works staff has conducted a physical inspection of the Crossings entrance. The asphalt topping was scored in one of five categories: very poor, poor, fair, good and very good. Priority for repaving is generally focused on the very poor and/or the poor category.

Based on that analysis, the condition of the street is poor.

Staff proposes the Crossings entrance be paved in FY 2021-2022 utilizing Rogers Group, Inc. (currently under an asphalt contract with the city).

Paving:

Crossings Entrance	\$ 272,324.25
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TOTAL PAVING EXPENSES	\$ 272,324.25
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** These costs do not include road striping.

Any remaining funds will be used for miscellaneous paving projects that need to be repaired throughout FY 2021-2022.

FINANCIAL IMPACT:

A total of \$378,754.75 is budgeted for paving in the State Street Aid – 121-43190-268.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 22-96 for the proposed paving projects for FY 22, as recommended by the City's TAC on May 16, 2022.



Proposal

PROJECT

Crossings Entrance

Rogers Group, Inc.
992 Baker Road
Columbia, TN 38401
931-982-4305
Jon.wallace@rogersgroupinc.com

DATE

05/09/2022

*Prices Valid for thirty (30) days.

TO: Tyler Scroggins
City of Spring Hill
199 Town Center Pkwy
Spring Hill, TN 37174
(931) 486-2252

Bid Item	Description	Quantity	UOM	Unit Price	Ext Price
10	CASTING ADJUSTMENTS	3.000	EA	\$ 250.00	\$ 750.00
20	COLD PLANING 1.5" DEPTH (INCL.CLEANUP & HAUL)	20,299.000	SY	\$ 4.75	\$96,420.25
30	BIT. MATERIAL (TRACKLESS TACK)	8.640	TN	\$ 700.00	\$6,048.00
40	E-MIX	1,799.000	TN	\$ 94.00	\$169,106.00
Grand Total:					\$272,324.25

Special Conditions:

Quotation prepared by: Jon Wallace

To accept this quotation, sign here and return: _____

Name: _____

Title: _____

Date: _____

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.