

RESOLUTION 22-106

A RESOLUTION TO AMEND RESOLUTION 22-96, STREETS REPAVING UNDER THE ANNUAL CONTRACT FOR FY 2022 TO REPAVE THE CROSSINGS ENTRANCE

WHEREAS, the City of Spring Hill Board of Mayor and Aldermen approved the repaving of The Crossings entrance to Main Street by Resolution 22-96 on May 16, 2022 in the amount of \$272,324.25; and

WHEREAS, the City has requested the repaving be done during night hours due to the volume of traffic that utilizes this entrance and in an effort to minimize traffic delays; and

WHEREAS, the additional cost for repaving during night hours is \$13,616.22; and

WHEREAS, the total cost of the repaving project will be \$285,940.47; and

WHEREAS, due to the demand for scheduling, City staff authorized the increase as an emergency amendment; and

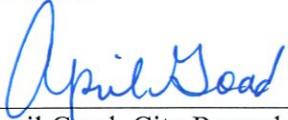
WHEREAS, the additional cost will be expensed from FY 2022 budgeted funds in the State Street Aid fund (121-43190-268).

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen approve the amendment to Resolution 22-96, Streets Repaving Under the Annual Contract for FY 2022 to increase the cost for repaving The Crossings entrance by \$13,616.22 for night time paving for a total cost of \$285,940.47.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 6th day of June, 2022.


Jim Hagaman, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



REQUEST: Approval of Resolution 22-106
SUBMITTED BY: Tyler Scroggins, Public Works Director
DATE: June 6, 2022
RE: To amend Resolution 22-96 to repave The Crossings entrance
ATTACHMENTS: Revised cost estimate

PURPOSE:

The City of Spring Hill Board of Mayor and Aldermen approved the repaving of The Crossings entrance to Main Street by Resolution 22-96. Staff is requesting the repaving work be done overnight due to the volume of traffic that utilizes this entrance.

BACKGROUND:

The repaving of The Crossings entrance to Main Street by Rogers Group Inc. in the amount of \$272,324.25 was approved by Resolution 22-96. Staff has requested the repaving work be done overnight which incurs an additional cost of \$13,616.22, for a total cost of \$285,940.47. Due the demand for scheduling, Rogers Group Inc. needed to start the work the week of May 31, 2022. Staff approved the amendment as an emergency amendment to avoid delay of the repaving to later in the summer.

FINANCIAL IMPACT:

The additional cost would be expensed from FY 2022 budgeted funds in the State Street Aid fund (121-43190-268).

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 22-106 to amend Resolution 22-96 to repave The Crossing entrance to Main Street for overnight work.



Proposal

PROJECT

City of Spring Hill May 2022 (Crossings)

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

DATE

05/28/2022
*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
50	NIGHT WORK / CONDENSED SHIFT	1.000	LS	\$13,616.22	\$13,616.22
Grand Total:					\$285,940.47

Special Conditions:

Quotation prepared by: Jon Wallace

To accept this quotation, sign here and return:


 Name: Jim Hagaman
 Title: Mayor
 Date: June 6, 2022

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.