

RESOLUTION 23-224

A RESOLUTION TO APPROVE EMERGENCY ROAD REPAIRS TO DEWEY DRIVE

WHEREAS, an extensive water main break occurred on October 28, 2023 in a section of Dewey Drive between Commonwealth Drive and Persimmon Drive; and

WHEREAS, the existing road was required to be removed to repair the break the emergency replacement of final asphalt is now required to ensure the safety and well-being of the City's citizens; and

WHEREAS,; the current condition of the road is classified as "poor" and would need to be repaved next year; and

WHEREAS, staff recommends repaving the entire section at the same time as the area needed from the water main break, as shown in Exhibit A, attached hereto; and

WHEREAS, the cost of the repaving will be \$76,225.10, utilizing the City's asphalt contract with Rogers Group; and

WHEREAS, the cost will be allocated between the General Fund and the Water/Sewer Fund budgeted funds in FY 23.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen approve emergency road repairs to Dewey Drive between Commonwealth Drive and Persimmon Drive in the amount of \$76,225.10 by Rogers Group.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 6th day of November, 2023.



Jim Hagaman, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



Proposal

PROJECT

SH Emergency Patch

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

DATE

11/01/2023
 *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
1010	MILLING 1.5"-3" (SY)	837.000	SY	\$ 12.50	\$10,462.50
1020	2" BM BINDER	837.000	SY	\$ 19.00	\$15,903.00
1030	TACK COAT	84.000	GL	\$ 4.05	\$ 340.20
1040	1.5" E SURFACE	837.000	SY	\$ 19.00	\$15,903.00
1045	TRAFFIC CONTROL	1.000	LS	\$3,500.00	\$3,500.00
1050	MOBILIZATION	1.000	EA	\$2,500.00	\$2,500.00
REPAIR BID (2257 DEWEY TO COMMONWEALTH INT)					\$48,608.70
1060	MILLING 1.5" (SY)	880.000	SY	\$ 8.00	\$7,040.00
1070	TACK COAT	88.000	GL	\$ 4.05	\$ 356.40
1080	1.5" E SURFACE	880.000	SY	\$ 19.00	\$16,720.00
1085	TRAFFIC CONTROL	1.000	LS	\$3,500.00	\$3,500.00
MILL / OVERLAY (REM. COMMONWEALTH TO PERSIMMON)					\$27,616.40
Grand Total:					\$76,225.10

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. Flagging included for RGI scope of work only.
4. Price does not include cost for permits, inspections by governing authorities, bonding, removal, demo, excavation, layout, engineering, backfill, nor anything unstated above.
5. Price does not include undercutting of subgrade due to failure.
6. No permanent traffic control is included in our price.
7. Price does not include elevation adjustments to manholes, inlets, valve boxes, nor any other utility.
8. 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.
9. 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

10. Price is based on all work to be done during 2023 construction season.
11. Rogers Group, Inc. will do no paving work in January or February of any year.
12. TDOT Special Provision 109B for liquid AC Adjustment is in effect for this proposal. Proposal price is based on: \$632.73
13. After pavement placement and acceptance, RGI will not be responsible for failures caused by the construction activities of others.
14. Price is based on Unit Price contract, payable per ticketed ton or as measured in the field.
15. This proposal shall be included in any contract signed by Rogers Group, Inc.
16. Price given above is based on mutually agreeable contract between Rogers Group, Inc. and General Contractor / Owner.

Quotation prepared by: Alex Jones

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.

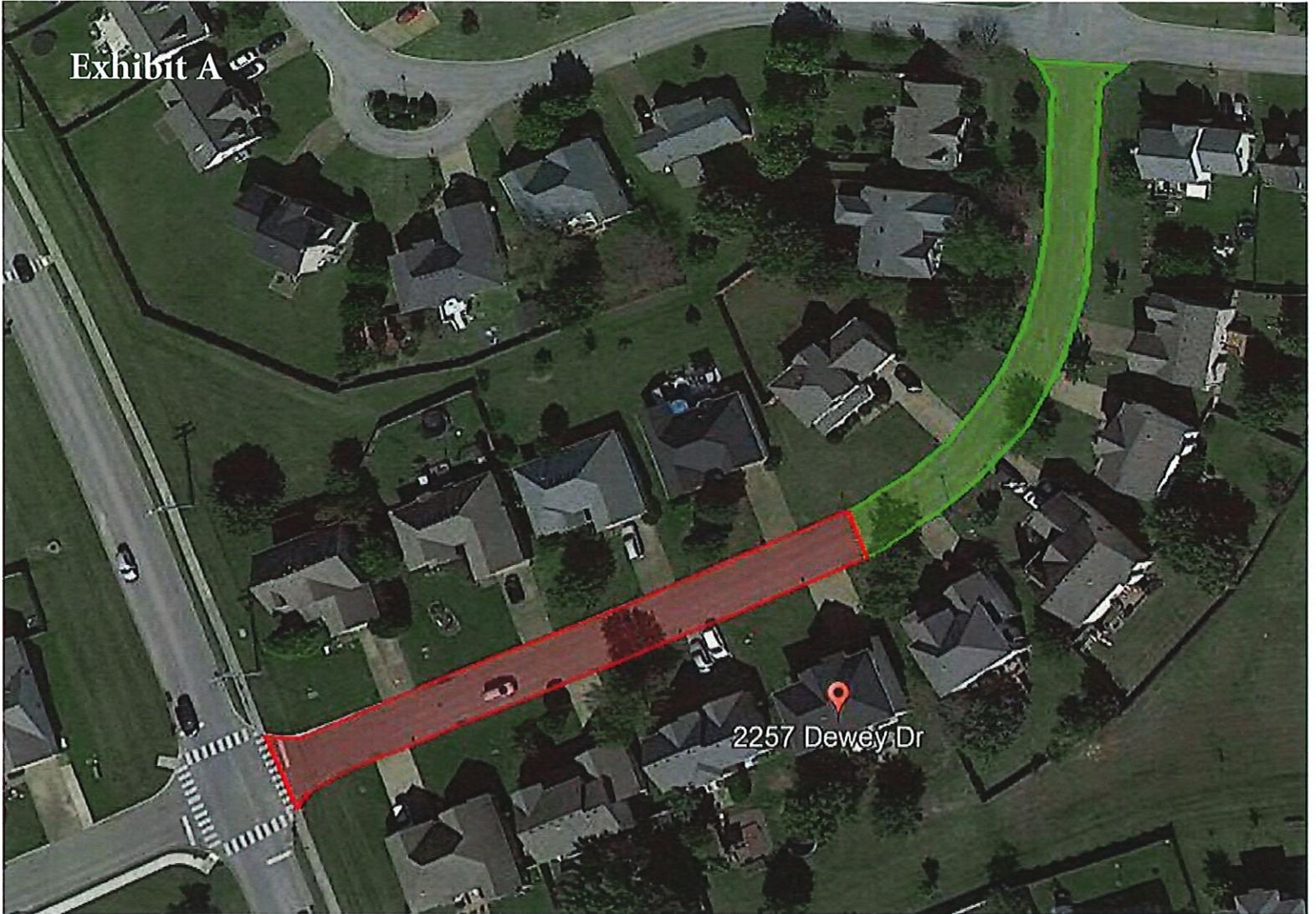
Unless a time for the performance of RGI's Work is specified, RGI shall undertake it in the course of our normal operating schedule. RGI shall not be liable for any failure to undertake or complete the Work for causes beyond our control, including but not limited to fire, flood or other casualty; labor 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.

Exhibit A



2257 Dewey Dr