

RESOLUTION 23-124

A RESOLUTION TO APPROVE A CONTRACT WITH THOMAS & HUTTON FOR ENGINEERING CONSULTANT SERVICES FOR BELLAGIO VILLAS REPAIRS

WHEREAS, the City of Spring Hill will call the bonds for Bellagio Villas to make necessary repairs that the Developer has not made; and

WHEREAS, per staff's request, Thomas & Hutton has submitted a task order contract for Professional Engineering Consultant Services for the design to correct the deficiencies within Bellagio Villas, services which the City cannot provide itself, attached hereto as Exhibit A; and

WHEREAS, the cost of the contract is \$31,500.00 and will be funded utilizing called bond funds; and

WHEREAS, City staff recommends approval of the task order contract with Thomas & Hutton for Professional Engineering Consultant Services for the design to correct deficiencies within Bellagio Villas in the amount of \$31,500.00.

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

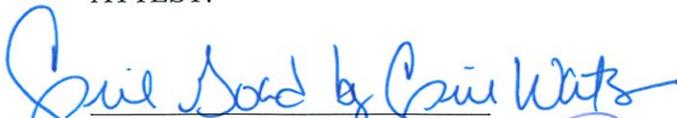
1. Approve a task order contract with Thomas & Hutton for an amount of \$31,500.00 for Professional Engineering Consultant Services for the design to correct deficiencies within Bellagio Villas, attached hereto.
2. Authorize the Mayor to sign the contract.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 17th day of July, 2023.



Jim Hagaman, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



THOMAS & HUTTON

502 HAZELWOOD DRIVE
SMYRNA, TN 37167 | 615-220-5800
WWW.THOMASANDHUTTON.COM

Spring Hill, TN Bellagio Villas Task Order Contract

Task Order No: 28298.0060

Date: 06/27/2023

The Professional Service Agreement - Task Order Contract between the City of Spring Hill and Thomas & Hutton for General Professional Engineering Consultant Services for the engineering design to correct the deficiencies within Bellagio Villas. The Professional Services Agreement dated September 7, 2021, and approved by Resolution 21-173 is hereby amended to include the following Task Order:

Task Description: Prepare reconstruction plans for Bellagio Villas to correct roadway, drainage, and ADA deficiencies. The roadway profile was not constructed in accordance with the original design plans resulting in ponding water at multiple locations. The detention ponds were not constructed large enough to hold the design storm volume. As constructed the sidewalk ramps at driveways and curb ramps are severely over the maximum allowable slope for ADA compliance.

Contact: Tyler Scroggins, Public Works Director

Scope of Services: Engineering Services for Development of reconstruction plans for Bellagio Villas.

The following is the proposed project scope:

1. Develop a new roadway centerline profile to address standing water.
2. Propose revised storm sewer curb inlet elevations based on the new profile.
3. Propose new curbs, driveways, and sidewalks along the roadway to coincide with the new roadway profile. The design plan shall include new ADA compliant curb ramps and driveway ramps
4. Design the replacement of approximately 55 linear feet of storm sewer which drains into Detention Pond #2. Provide a plan to lower the water main resulting from elevation conflicts with the new storm sewer elevations.
5. Design an approximate 370 linear foot long swale to drain Detention pond #2 to the existing storm inlet at the subdivision entrance.
6. Provide a grading plan for the three detention ponds to provide the proper storage volume based on the drainage report and construction plans prepared by Stanford & Associates, Inc. The grading plan shall also include replacement of the current detention outlet structures which were constructed upside down and backwards. The new outlet structures will be in accordance with the original engineer's drainage report and design plans.

As part of Thomas & Hutton's engineering design efforts, the following tasks and engineering services will be provided:

1. Civil Engineering Design
2. Identification if any required permanent and temporary easements will be required

EXCLUSIONS: The following items are excluded from this task order. Pricing for these items will be provided as the projects progress towards these specific tasks.

1. Storm sewer sizing with hydraulic calculations.
2. Based on disturbance, a SWPPP requiring Notice of Coverage from TDEC is not expected.
3. Easement document preparation and coordination.
4. Since the project is expected to be performed in house and using annual paving contracts, bidding assistance, review of bids, and award recommendation is not included.
5. Consulting, Administration, and Observation Services during construction.
6. Opinion of Probable Construction Cost.
7. Post construction ADA compliance verification.

Deliverables:

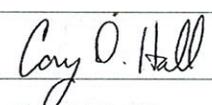
1. Construction Plans
2. Submittal to TDEC for the water main lowering plan.
3. If required, general layout of required easements (does not include easement exhibits or descriptions)

Design Service Fees:	Bellagio Villas Design Additional Services	Lump Sum: \$31,500.00 Time & Expense: See Current Year Consulting Services Rate Sheet
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Disclaimer:

This project is being performed to address discrepancies between the as-built conditions and the original design intent prepared by a different engineering firm. The discrepancies have resulted in drainage issues within the roadway and each of the three (3) detention ponds. In addition, the as-built conditions of the sidewalk, curb ramps, and driveway ramps do not meet ADA compliance. The scope of Thomas and Hutton's tasks are to address these issues with proposed reconstruction plans. Thomas and Hutton shall not be held liable for any issues arising because of the original design engineer's plans and drainage report. In addition, Thomas and Hutton shall not be liable for issues arising from as-built conditions outside of the scope stated above.

This Agreement hereby amends the above referenced Professional Services Agreement between Thomas & Hutton and the City of Spring Hill. This Agreement of Services may only be amended, supplemented, modified, or cancelled by a duly executed written instrument. IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day written below,

Client:	CITY OF SPRING HILL	Engineer:	THOMAS & HUTTON
Signed:		Signed:	
Name:	Jim Haganan	Name:	Travis Todd, P.E.
Title:	Mayor	Title:	Principal/ Project Manager
Date:		Date:	6/29/2023
		Signed:	
		Name:	Cory Hall, P.E.
		Title:	Project Manager
		Date:	6/27/2023