

RESOLUTION 23-131

A RESOLUTION TO APPROVE A CONTRACT WITH JEROME DEMPSEY CONSULTING FOR ENGINEERING SERVICES RELATED TO WATER AND SEWER

WHEREAS, the City of Spring Hill has worked with Jerome Dempsey for many years, and Mr. Dempsey has significant historic and institutional knowledge of the City's infrastructure systems; and

WHEREAS, per staff's request, Jerome Dempsey Consulting has prepared an hourly proposal to provide engineering consulting and assist with representation with regulatory agencies; and

WHEREAS, the contract is hourly and will be paid from 410-52010-52451; and

WHEREAS, City staff recommends approval of the contract with Jerome Dempsey Consulting for Engineering Services.

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

1. Approve an hourly contract with Jerome Dempsey Consulting as attached.
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.



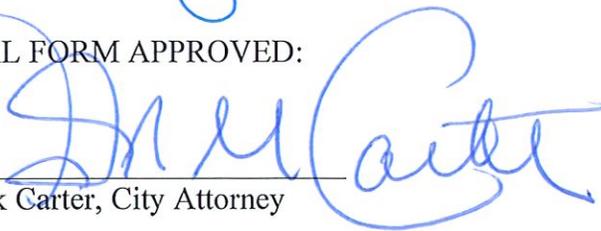
Jim Hagaman, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

CONSULTING ENGINEERING SERVICES
CONTRACT TERMS AND CONDITIONS

Between

JEROME DEMPSEY, P.E.
ENGINEERING CONSULTANT

And

CITY OF SPRING HILL, TENNESSEE
06-29-23

Access to the Site/Job Site Safety

Unless otherwise stated, access to the various site for activities necessary for the performance of the services will be granted by the CLIENT/OWNER (City of Spring Hill). The CLIENT/OWNER understands the CONSULTANT (Jerome Dempsey, P.E.) is not responsible, in any way, for the means, methods, sequence, procedures, techniques, scheduling of construction, or job site safety. CONSULTANT will not be responsible for any losses or injuries that occur at the project site.

The Owner's Responsibilities:

Provide CONSULTANT with all available information, which is pertinent to the project.

Guarantee access to the work and make all provisions for CONSULTANT to enter upon public lands as required to perform work essential to the development of the project.

Give thorough consideration to all reports and other documents presented by CONSULTANT and inform CONSULTANT of all decisions within a reasonable time so as not to delay the work.

Furnish CONSULTANT with any standards to be required to follow.

Furnish approvals from all government authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for the completion of the project.

Provide all legal, accounting, independent cost estimating and insurance counseling services as may be required for the project.

Give prompt written notice to CONSULTANT whenever it is observed or otherwise becomes apparent that any substantial changes in the scope of work or physical conditions, of the existing geographical features, have occurred which would significantly impact the project.

Fees

Hourly rate charges will be as follows:

<u>Classification</u>	<u>Standard Hourly Charge</u>
Consulting Engineer	150.00

Outside services contracted for a specific project, such as professional or technical CONSULTANTS, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the sub-CONSULTANT's statement plus 15% for overhead and profit (if applicable).

Other expenses which are properly chargeable to the work will be invoiced as follows:

- a) Travel by private vehicle: standard IRS mileage rate (currently 0.655 cents per mile).
- b) In-house printing and reproduction.

Lump sum fees, when applicable for certain projects, shall be understood to be an estimate and shall not be exceeded without written approval of the CLIENT/OWNER. CONSULTANT's hourly fee rates may be adjusted during the extent of this contract according to annual review by CONSULTANT.

Termination of Services

This Agreement may be terminated by the CLIENT/OWNER or CONSULTANT should the other fail to perform its obligations hereunder. The CLIENT/OWNER and CONSULTANT may also, at any time, terminate the Contract for the CLIENT/OWNER's or CONSULTANT's convenience, with or without cause. Upon receipt of written notice from the CLIENT/OWNER or CONSULTANT of such termination for the CLIENT/OWNER's or CONSULTANT's convenience, CONSULTANT shall cease work. In the event of termination by either party, the Owner/Client shall pay for all services rendered to the date of termination and all-reimbursable expenses. The CLIENT/OWNER or CONSULTANT shall have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof, at least sixty days before the effective date of such termination.

Payment

CONSULTANT will invoice the City of Spring Hill on a monthly basis. Payment is expected within 30 days of the date of invoice. Any invoices which exceed 30-days in payment shall be accessed a 5% fee per 30 days until it remains unpaid. Should a delinquent invoice be paid in a time less than 30 days then a prorated fee will be paid to CONSULTANT.

Insurance

CONSULTANT shall secure and maintain sufficient professional liability insurance in the amount that will protect consultant from claims of bodily injury, death or property damage, which may arise from the performance of service under this Agreement. CONSULTANT will provide the City of Spring Hill a certificate of insurance for their professional liability coverage.

Risk Allocation/Limitation of Liability

In recognition of the relative risks, rewards and benefits of the Project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses, including attorney's fees, arising out of this Agreement, from any cause or causes, shall not exceed the total amount of the CONSULTANT's fee or available professional liability insurance up to \$100,000.00, whichever is greater for any claim arising out of the CONSULTANT's negligence.

Ownership of Documents

All documents, including, but not limited to, drawings, specifications, reports, calculations and computer software documents, programs and spreadsheets prepared by CONSULTANT pursuant to this Agreement are instruments of service in respect to any project. They are not intended or represented to be suitable for reuse by CLIENT/OWNER or others on modifications or extensions of this project in the future or on any other project. Any reuse without prior written approval by CONSULTANT for the specific purpose intended will be at the CLIENT/OWNER's sole risk and without liability or legal exposure to CONSULTANT. CLIENT/OWNER shall defend, indemnify and hold harmless CONSULTANT and its sub-consultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorney's fees, arising out of or as a result from such reuse, to the extent permitted by law. Any verification for another purpose or adaptation of documents will entitle CONSULTANT to additional compensation at rates to be agreed upon by CLIENT/OWNER and CONSULTANT. Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to CLIENT/OWNER as part of the services under this Agreement shall become the property of the CLIENT/OWNER, provided, however, that CONSULTANT shall have the unrestricted right to their use. CONSULTANT shall retain any copyright and ownership rights in its design, drawing details, specifications, databases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the services under this Agreement shall remain the property of CONSULTANT.

Changes

The CLIENT/OWNER may request changes in the Scope of Services of any project to be performed hereunder. Such changes, including any increase or decrease in the amount of lump sum compensation, which are mutually agreed upon by and between the CLIENT/OWNER and CONSULTANT shall be incorporated into the agreement for each particular project. Any changes made to the construction documents by the CLIENT/OWNER or the Client's/Owner's representatives are strictly prohibited without the knowledge and written consent of CONSULTANT. CONSULTANT shall be released from any liability resulting from damages, injuries, and or death resulting from the unauthorized alteration of construction documents.

Applicable Laws

This Agreement shall be governed by the laws of the State of Tennessee and the exclusive venue shall be in the circuit court for Maury County.

Opinion of Construction Cost

Any opinion of probable construction cost or estimates prepared by CONSULTANT represents CONSULTANT's judgment as engineering design professionals and is supplied for general guidance to the CLIENT/OWNER. Since CONSULTANT has no control over the construction marketplace, economic factors, elapsed time between opinion of probable construction cost and actual bidding, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to CLIENT/OWNER.