

RESOLUTION 24-226

A RESOLUTION TO AUTHORIZE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THOMAS AND HUTTON FOR THE DESIGN OF THE I-65 SEWER INTERCEPTOR DESIGN

WHEREAS, the City of Spring Hill needs to plan a sewer interceptor to serve future development along the east side of I-65; and

WHEREAS, the Water and Sewer Capacity Study identifies the need to plan for this sewer line in the near term (prior to 2030); and

WHEREAS, Thomas and Hutton have provided a proposal for engineering services (tasks 1-8) under our current contract with the City of Spring Hill, TN for a lump sum fee of \$472,500.00, easement plat services at time and expense for \$45,000, and reimbursable expenses at time and expense for \$2,000; and;

WHEREAS, the project is proposed to be funded with uncommitted sewer development fees from the Sewer Development Fee Fund and be accounted for in the first budget amendment for FY22-23 and;

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

1. To approve the Professional Services Agreement with Thomas and Hutton attached hereto for to perform Tasks 1-8 (Engineering Services referenced in attached proposal) for a total fee as described of \$519,500.00.
2. To authorize the Mayor to execute the agreement with Thomas and Hutton.

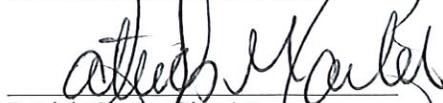
Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on this 3rd day of September, 2024.


Jim Hagaman, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Patrick Carter, City Attorney



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Spring Hill, TN
24-inch Interchange Gravity Sewer
Interceptor
Task Order Contract

Task Order No: **28298.0066**

Date: **08-13-2024**

The Professional Service Agreement – Task Order Contract between the City of Spring Hill and Thomas & Hutton for General Professional Engineering Consultant Services for completion of the design of the 24-inch Interchange Gravity Sewer Interceptor. The Professional Services Agreement (dated 10/4/2021) is hereby amended to include the following Task Order:

Task Description: General Consulting, Survey, Design and Permitting of the proposed 24-inch gravity sewer interceptor that will service the I-65 Interchange area.

Contact: Dan Allen, P.E., Assistant City Administrator

Scope of Services: Engineering Design Services

Engineering services will be provided for survey, design and permitting of the proposed 24-inch Interchange Gravity Sewer Interceptor that was identified in the sewer capacity study update completed in 2024. Engineering Services will include:

- General Consulting Phase to plan and layout the interceptor route
- Survey Phase to provide topographic data along the proposed alignment including easement and plat services.
- Design Phase to provide construction plan sheets, including plan and profiles view, manhole locations, pipe sizes and slopes, and details and appurtenances.
- Development of hydraulic calculations including proposed design flows and open-channel flow calculations.
- Permitting phase to include submittal to the Tennessee Department of Environment and Conservation (TDEC) for plans package review and approval. Permitting shall include development of Aquatic Resources Alteration Permits (ARAP) for utility line crossings of streams and development of the Storm Water Pollution Prevention Plan (SWPPP).
- Permitting phase shall also include assisting with the Tennessee Department of Transportation (TDOT) application for crossing of Interstate-65.

As part of Thomas & Hutton's above referenced efforts, the following tasks and engineering services will be provided. A detailed Scope of Services is provided in the attached Exhibit A.

1. Planning and general consulting
2. Surveying and Easement Plat Services
3. Civil Engineering Design
4. Hydraulic design and calculations
5. Plans and specifications development
6. Opinion of Probable Construction Cost
7. Submittal to TDEC (Construction package, ARAP and SWPPP)
8. Submittal to TDOT

EXCLUSIONS: Opinion of Probable Construction Cost will be based on similar projects of scope and size with similar components. Construction costs will be based on current market values and pricing. Due to recent price escalations in materials and labor, a contingency value will be included.

1. Engineering Consulting Services
2. Easement Plat Services

Engineering Fee:	Lump Sum	\$472,500.00
Easement Plat Services:	Time & Expense (Budget):	\$ 45,000.00
Reimbursable Expenses:	Time & Expense (Budget):	\$ 2,000.00
Additional Services	Time & Expense	See Consulting Services Rate Sheet

Total Task Order Amount: \$ 519,500.00

This Agreement hereby amends the above referenced Professional Services Agreement between Thomas & Hutton and the City of Spring Hill and supersedes all prior written or oral understandings. 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:	William Pomeroy for Jim Hogeman	Name:	Trent Thompson, P.E.
Title:	Vice Mayor for Mayor	Title:	Vice President of Infrastructure
Date:	9.3.24	Date:	08/13/2024

Exhibit A

SCOPE OF SERVICES

Thomas & Hutton will provide General Consulting Phase, the Survey Phase, Design Phase, and Permitting Phase services and such Additional Services as you may request during the course of the Project.

Based on preliminary planning with the City of Spring Hill, it is anticipated that the 24-inch Sanitary Sewer Interceptor will be approximately 9,100 LF. The sanitary sewer is planned to generally follow the existing topography ridgeline down to cross under Interstate-65, Aeon Creek, and connect to an existing manhole located near Nealcrest Road.

1. SCOPE OF SERVICES

Engineering Consulting Services

A. General Consulting Phases

1. General Consulting Phase

Thomas & Hutton shall assist the City of Spring Hill (Client) through the design and permitting stages of the project. During the early stages of the project when the conceptual design details are being finalized, assistance may include assembling documents, responding to questions, and feasibility analyses.

2. Project Administrative/Clerical Phase

Consultant shall provide general clerical/administration duties to support the Project including typing, preparation of packages for submittal, and mailing.

3. Project Team Meetings

Consultant shall attend Project meetings and conference calls at the request of the Client.

B. Survey Phases

Based upon the final master plan approved by the Client, Consultant will perform the following Survey Phase tasks:

1. Easement Plat Services

- Consultant will conduct a survey for the location of boundary and right of way lines intersecting the proposed sewer alignment.
- This survey is for the location of physical boundary evidence (E.g. fences, iron pins, and concrete monuments) and for determining the relationship of such to the descriptions in record documents or the depictions on official right of way maps found or provided (E.g. deeds, plans, and plats).
- The survey will be performed in accordance with the Rules of the Tennessee State Board of Examiners for Land Surveyors, Chapter

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0820-03, Standards of Practice.

- Consultant will prepare exhibit maps and legal descriptions for the permanent easements and the temporary construction easements required where the proposed sewer alignment crosses individual lots, parcels, roadways, etc.
- The exhibit maps will be certified by the professional surveyor responsible for the boundary resolutions and legal descriptions.
- The survey may be delivered in hard copy and/or digital formats [E.g. CAD file (dwg) and Portable Document File (pdf)].
- Document research by the surveyor will be limited to deeds and plats referenced at the property assessor's office, and any additional documents to be addressed must be provided for by the client (E.g., copies of those documents or specific references with book and page numbers).
- Visible and apparent easements, encroachments, projections, rights of way, uses, etc. that cross or form the boundary lines surveyed, as well as ambiguities regarding boundaries, which in the opinion of the Professional Land Surveyor in responsible charge of the survey require further action (I.e. property line agreements, quiet title actions, etc.) for resolution, will be clearly shown graphically on the survey map or plat along with explanatory notes quantifying the magnitude of any gaps, gores, or overlaps; such further actions, if required, will be the responsibility of the client.

2. Topographic Survey

- Consultant will conduct a survey for the locations and elevations of structures and/or pipe networks (including sizes, types, and inverts) and other physical features which are visible, obvious, and apparent from surface indications, such as buildings, drainage, pads, sanitary sewer, utilities, water bodies, etc.
- The survey will be performed in accordance with the Rules of the Tennessee State Board of Examiners for Land Surveyors, Chapter 0820-03, Standards of Practice.
- Vertical relief will be depicted as contours at intervals of two (2) feet and/or spot elevations.
- The survey may be delivered in hard copy and/or digital formats [E.g. CAD file (dwg) and Portable Document File (pdf)].
- The survey will be conducted relative to the Tennessee State Plane Coordinate System, TN-4100, NAD83(2011), U.S. Survey Feet.
- Elevations will be in terms of NAVD88 and will be equal to orthometric heights derived using GEOID18.

3. Reimbursable Expenses

- Lump sum fees do not include overnight or local delivery charges, or printing.

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- Review and Recording fees, if requested, are not included in our fee schedule and shall be provided by the Client at the time of submittal.
- Underground utilities (i.e. power, communication, water and gas) that may exist within the project limits will be shown based upon the location of visible surface appurtenances. Subsurface utility designation is not included in this scope of work.

4. Exclusions

Items not included in the survey scope of services are as follows:

- Subdivision of or other platting of the property
- Recordation of survey plat
- Archaeological survey and report
- Wetland delineation, surveys, or permits unless specifically covered in the scope of services
- Geotechnical investigation or report
- Phase One or Phase Two Environmental Assessments
- Endangered species survey and report
- Tree Survey unless specifically covered in the scope of services
- Off-site work unless specifically covered in the scope of services
- Act as an expert witness for legal activities
- Location of underground utilities other than from above ground features or markings
- ALTA/NSPS Land Title Survey

These items may be completed as additional services if requested by the Client.

C. Design Phases

1. Engineering Design Phase

After completion of Survey Phase and approval of the preliminary routing plan by the City of Spring Hill, Consultant shall prepare construction plans, which will include:

1. General Plan Sheets (Cover Sheet, General Notes, and Legend)
2. Sanitary Sewer design construction plans, including plan and profile views. Profiles shall show vertical and horizontal fittings, utility conflicts, manhole locations and proposed pipe depths along the selected route of the sanitary sewer main.

In addition, Thomas & Hutton shall prepare and submit the following items along with the preliminary plan submittal:

3. Prepare and submit the permits considered and required.



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4. Engineer's Estimate of Probable Construction Cost.
5. Specifications, including Standard Contract Documents and Technical Specifications

D. Permit Phase

Consultant will provide the following services for the Permitting Phase:

1. Tennessee Department of Environment and Conservation (TDEC)

Consultant will assist Client during the TDEC permitting phase of the project by complying with the requirements of TDEC and submitting the appropriate applications including Utility Line Crossing ARAP Permit and Sewer Plan Review permit package applications including required construction plans and engineering calculations and reports to the agency.

2. Tennessee Department of Transportation (TDOT)

Consultant will assist Client during the TDOT permitting phase of the project by complying with the requirements of TDOT and submitting the permit package application including construction plans to the agency.

E. Exclusions

Unless a specific scope is included in this Agreement, these items are **not** included in the Scope of Services:

- Bidding Services
- Construction Administration and Observation
- Accessibility construction compliance verification
- Archaeological survey and report, unless specific scope is included in the Agreement
- Wetland delineation, surveys, or permits
- Geotechnical investigation or report, unless specific scope is included in the Agreement
- Phase One or Phase Two Environmental Assessments
- Endangered species survey and report
- Interior Courtyard Design
- Off-site work unless specifically covered in the Scope of Services
- Approvals or permits other than those related to the Scope of Services covered by this Agreement
- Act as an expert witness for legal activities
- Telephones, cable television, gas, and power distribution systems

These items can be coordinated or provided, if requested by Client in writing.



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2. **PERIODS OF SERVICE**

A. **General Consulting Phases**

After receipt of a written notice to proceed from Client, Consultant will commence work within seven (7) calendar days after receipt.

B. **Survey Phase**

After Client approves the final master plan, Consultant will commence work within fourteen (14) calendar days after acceptance of the general sewer alignment.

C. **Design Phase**

After the Survey Phase required for design is complete, Consultant will commence work within seven (7) calendar days and complete design services within one-hundred and twenty (120) calendar days.

D. **Permit Phase**

After the Survey Phase required for design is complete, Consultant will commence work within seven (7) calendar days and complete permitting services within one-hundred and twenty (120) calendar days.

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