

RESOLUTION 24-194

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH S&ME, INC. FOR SPECIAL INSPECTIONS AND MATERIALS TESTING FOR FIRE STATION NO. 4

WHEREAS, the City of Spring Hill has identified the need for a Consultant to perform services for special inspections and materials testing for construction of Fire Station No. 4 that needs to be independent of the General Contractor under contract, Chris Woods Construction; and

WHEREAS, the Consultant will inspect and test materials for the benefit of the City as they are used in construction of the building to ensure all items meets specifications and requirements and provide test reports as testimony of such; and

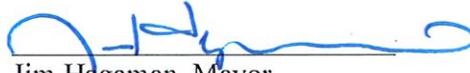
WHEREAS, a Request for Qualifications was advertised and Statement of Qualifications were opened on August 8, 2024; and

WHEREAS, four Statement of Qualifications were received and after review, City staff recommends entering in to a Professional Services Agreement with S&ME, Inc. at a not-to-exceed costs of \$70,316.00 for a period of eighteen months from date of execution.

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

1. Approve the Professional Services Agreement with S&ME, Inc. for special inspections and materials testing for Fire Station No. 4 construction at a not-to-exceed cost of \$70,316.00, attached hereto.
2. Authorize the Mayor to execute the Professional Services Agreement.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 19th day of August, 2024.

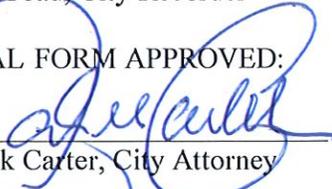

Jim Hagaman, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



August 14, 2024

Spring Hill City Hall
199 Town Center Parkway
Spring Hill, TN 37174

Attention: Missy Stahl

Reference: **Proposal for Special Inspections and Material Testing Services
City of Spring Hill Fire Station No. 4**
2932 Duplex Road
Spring Hill, TN 37174
S&ME Proposal No. 24470109

Dear Ms. Stahl,

S&ME, Inc. (S&ME) is pleased to have the opportunity to submit this proposal for the above referenced project. This proposal describes our understanding of the project, discusses the intended scope of our services, outlines the project schedule and presents the associated compensation for our services. Our Agreement for Services, Form AS-071, is attached and is incorporated as part of the proposal.

◆ Project Information

Initial project information was provided in the document titled *Fire Station No 4 Inspections Material Testing RFQ with specs.pdf*, prepared by the City of Spring Hill, Tennessee, which contained a Request for Qualifications (RFQ), details regarding the Statement of Qualifications (SOQ) requirements, and a summary of the testing and special inspections specifications for the project.

Additionally, we reviewed the document titled *EXHIBIT E, 22071-Spring Hill Fire Sta 4 – Design Development.pdf*, dated January 26, 2024, prepared by Renaissance Group, which contains the plans and specifications for the proposed development. This document was made available through the City of Spring Hill, Tennessee website.

From review of the available information, we understand the development consists of constructing a new Fire Station building in a currently vacant lot located at 2932 Duplex Road in Spring Hill, Tennessee. Project plans indicate the building will have a footprint of 12,837 square feet with 4,464 square feet of second story space. The building will include a high-bay parking area for fire engines, a two-story common area/living space with a designated storm shelter area, and a single-story storage and laundry area. Additionally, an exterior equipment pad and detached dumpster enclosure will be constructed. Other features to be constructed for the development include two detention ponds, a bio-retention pond, and concrete driveways and sidewalks, asphalt and permeable pavement parking areas, a retaining wall, and utility installation.

The high-bay area will consist of spread and continuous wall footings, slab-on-grade over granular fill, structural masonry, and steel framing for roof support. The floor slab will be sloped toward trench drains located within the fire engine parking areas.



The two-story common area/living space will consist of spread and continuous wall footings, column footings, slab-on-grade over granular fill, steel framing for exterior walls, second-story support, and roof support, structural masonry for interior walls, the stairwell, and the storm shelter, and concrete slab over metal decking for the second-story floor.

The single-story storage and laundry area will consist of continuous wall footings, slab-on-grade over granular fill, structural masonry, and structural steel for roof support.

The scope of our Special Inspections and Testing Services is based on the Special Inspections details outlined on Sheet S1.1 and in accordance with the General Notes on Sheet S1.0 of the Structural Plans. The Special Inspections for this project include Soils, Concrete Construction, Structural Steel, Structural Steel Welding, High Strength Bolting, and Steel Elements of Composite Construction. Concrete Masonry construction is not included in the Special Inspections, but we have included testing of masonry components in our scope of work. Materials Testing services include observations and testing relating to site soils, concrete, masonry, and asphalt and pavement.

◆ Scope of Services - Special Inspections

Based on the provided information and our experience with similar projects, we expect the Special Inspections and Testing Services listed below will be required for this project.

Special Inspections – Soils

- **Laboratory Testing:** After obtaining representative soil and/or aggregate base course samples, our personnel will perform Proctor testing to obtain the material's optimum moisture content and maximum dry density. In addition, grain size analysis can be performed. If the soils contain a considerable quantity of fines (i.e., silts and clays). Atterberg limits testing will be performed to evaluate plasticity.

Please Note: Laboratory Proctor testing determines a material's maximum dry density and optimum moisture content and can typically be completed in approximately 3 to 4 working days. While the field density testing discussed below will provide **in-place** density and moisture content, the **laboratory** Proctor must be completed to determine a "percent compaction". A site visit should be scheduled at least 3 days prior to any planned field density testing so our representatives can obtain representative samples for the laboratory testing. Our personnel can obtain the laboratory sample at the same time as the in-place density and moisture testing; however, it will take 3 to 4 days to complete the laboratory testing and determine and report the "percent compaction".

- **Proofrolling Observations:** In areas planned to receive structural fill or in areas that have been filled to the finished grades, our personnel will visually evaluate subgrade soil conditions for stability. This is typically performed by observations of the exposed soil under passage of a contractor provided loaded dump truck. These proofrolling observations are to observe for areas which pump, rut, or deflect excessively under passage of the construction equipment.



**Proposal for Special Inspections and Material Testing Services
City of Spring Hill Fire Station No. 4**

2932 Duplex Road
Spring Hill, TN 37174
S&ME Proposal No. 24470109

- **Structural Fill Placement:** We anticipate soil fill to be used in building and driveway/parking areas. Where soil fill is used, our soils technician will continuously observe fill placement (e.g., material type and lift thickness) and perform density testing. This testing will be performed by either the Drive Cylinder Method or Nuclear Density Method.
- **Foundation Subgrade Evaluations:** S&ME personnel will periodically observe foundation bearing materials exposed in excavations to confirm they reached the planned depth and to evaluate the surface materials for the design foundation bearing pressure shown on the foundation drawings.

Special Inspections – Concrete Construction

- **Structural Reinforcing Steel:** Our personnel will periodically observe the reinforcing steel placed for reinforced concrete foundations and slabs for the number of bars, bar sizes, grades of steel, lengths, spacing, cleanliness, clearances, and lap-splicing lengths.
- **Concrete Construction Observations, Sampling, and Compressive Strength Testing:** Our personnel will periodically confirm use of the approved mix design and continuously observe concrete placement for proper application techniques. We will perform the following tests during placement of fresh concrete as required by the specifications: ambient air and concrete temperature, slump, unit weight, and air content. For each scheduled placement, our personnel will cast cylinders for compressive strength testing. After the initial curing on site, the cylinders will be transported to our facility for additional laboratory curing and compressive strength testing. We will also periodically observe for maintenance of specified curing temperature and techniques.

The client and contractor should understand S&ME does not have the authority to accept or reject concrete or recommend additions of water or admixtures at the site. Decisions for acceptance, rejection, or mix modification must be made by the client, contractor, or their representative.

Special Inspections – Structural Steel Construction

- **Bolted Connections:** Visually evaluate the correct number of bolts and torque, when applicable.
- **Structural Connections:** Visually evaluate the location of installed members and visually evaluate welded structural connections for size and length as indicated on the structural drawings and the visual requirements of AWS D-1.1.
- **Steel Frame Joist and Girder:** Observe steel frame joint details to evaluate general conformance with approved construction documents.
- **Steel Decking:** Observe the installation of steel decks and anchors.
- **Member Size/Spacing:** Periodically observe member size, spacing, and material thickness.



**Proposal for Special Inspections and Material Testing Services
City of Spring Hill Fire Station No. 4**

2932 Duplex Road
Spring Hill, TN 37174
S&ME Proposal No. 24470109

- **Mechanical Connections:** Observe mechanical connections for proper type, spacing, number, and installation of fasteners, including anchors to the foundations/slabs.
- **Welding:** After the welds have been made, visually evaluate field welds for size, length, and quality.
- **Framing Details:** Observe framing details to evaluate general conformance with approved construction documents (items such as bracing, member locations, and application of other specified details).
- **Fabricators:** We assume approved or certified fabricators will be used on this project; thus, no Special Inspection of fabricators is included.

Scope of Services - Non-Special Inspections

- **Masonry Construction:** During masonry construction, our personnel will periodically observe the configurations, embedded connections, and masonry reinforcement for size, type, length, and lap-splicing lengths. Welding of reinforcing steel, if any, will require continuous observation. The condition of the mortar joints and grout cells will be continuously observed prior to grout placement. We will continuously observe grout placement and prepare and test grout specimens as specified. Freshly mixed mortar will be sampled and tested for mortar aggregate ratio (for verification of proportioning), if batched on site.
- **Masonry Laboratory Testing:** Masonry blocks will be collected for each size block utilized on the project. CMU block will be tested for compressive strength and absorption to verify the weight classification of block and conformance with project mix design submittal.
- **Density Testing of Compacted Aggregate Base Course:** After the aggregate base course has been placed and compacted for the paved areas, our personnel can perform density testing by the Nuclear Density Method to determine the relative compaction of the material relative to the results of the Standard Proctor Test ASTM D698.
- **Exterior Concrete Construction Observations, Sampling, and Compressive Strength Testing:** The civil site sidewalk and concrete pavement (including miscellaneous pads) placement methods can be observed for each concrete placement. Our personnel can perform air and concrete temperature, slump, unit weight and air content testing during placement of fresh concrete as required by the specifications. Also, for each scheduled placement, cylinders will be cast for compressive strength testing.
- **Asphalt Pavement Construction:** Our personnel can provide in-place density testing on asphalt using the Nuclear Density Method. For the in-place density testing, we will observe and test the pavement construction and relative compaction.
- **Floor Flatness/Levelness Testing:** S&ME personnel will test for flatness and levelness of concrete slabs-on-grade. After the placement of each slab, our personnel can perform flatness and levelness testing in accordance with ASTM E1155. The floor slab should be tested within 72 hours of slab placement per ACI 117, although we endeavor to test the slabs as soon as practical. The values can be compared to the



specified floor flatness and levelness values and reported to you once complete.

- **Retaining Wall Construction:** Our personnel can provide documentation and testing for the installation of retaining walls including concrete testing of cast-in-place elements, verification of installation of MSE wall features, including block size and geogrid reinforcement, installation of drainage features, and observation and testing of backfill materials.

NOTE: S&ME was not provided with retaining wall design drawings prior to preparing this proposal. We have made assumptions for wall type and scope of testing services. We request a copy of the wall drawings when they become available.

Reporting

- **Daily Field Reports and Test Results:** Our personnel will discuss daily observations and test results with designated on-site project personnel. For each site visit, our field staff will generate a field report with applicable observations and test results. Our reports will be reviewed by the S&ME project manager and transmitted electronically unless requested otherwise.
- **Conformance Letter:** At the conclusion of the project, we will issue a conformance letter on our letterhead stamped by our Special Inspector of record, a professional engineer licensed in the state of Tennessee. The letter will state that the work performed related to Special Inspections to the best of our knowledge conforms to the project documents based on our tests and inspections.

◆ Excluded Services and Limitations

Without attempting to be a complete list of all services that are excluded from this proposal and will not be performed by S&ME, the following services are specifically excluded:

1. Surveying of test locations.
2. Environmental services.
3. Concrete mix design testing and other pre-construction materials testing, which are usually the responsibility of the general contractor's material suppliers.
4. Asphalt laboratory testing other than thickness measurements and density determination of cores.
5. Waterproofing testing or observation.
6. Wood framing
7. Special Inspections of Firestops (IBC 1705.17.1).
8. Special Inspections of Fire Resistive Joints (IBC 1705.17.2).
9. Special Inspections Testing of Smoke Control Systems (IBC 1705.18).
10. Sprayed fire - resistant materials (IBC 1705.14)
11. Mastic and Intumescent fire - resistant coatings (IBC 1705.16)
12. Job site safety beyond our own personnel.
13. Lifts to access observation and test locations above floor level.



14. Fabrication shop or concrete batch plant inspections and testing.
15. Design services.
16. Any other service not specifically included in the *Scope of Services* section of this proposal.

In most cases, S&ME can provide the services listed above for this project. A written request for additional services will be required before any such services will be provided and there will be an associated added fee. Some services may require additional exploration, engineering, or testing not specifically discussed as part of this proposal.

We emphasize that the contractor is responsible for compliance with the project plans and specifications, and our services do not relieve the contractor of that responsibility.

◆ **Client Responsibilities**

We ask that our client or the contractor be responsible for the following:

- **Agreement:** Sign and return the attached agreement for services.
- **Scheduling:** We anticipate our services will be required on both a full-time/continuous and part-time/periodic basis. The statement of special inspections will indicate which services are required on a continuous basis. Periodic/Part-time testing means S&ME will schedule a representative to be at the site to perform specific tests only at the specific times when requested by your designated project contact. Also, please confirm the contractor is aware that failure to schedule Special Inspections without proper notice will result in a discrepancy for required testing that is not able to be performed.

Please provide us with the name of the individual(s) who will be responsible for scheduling and directing our testing services. Please provide 48-hour notice prior to our first site visit, and a minimum 24-hour notice for subsequent services when we are not on site on a full-time basis. In general, a minimum 48-hour notification is required for structural steel services. When our services will be needed on weekends and/or holidays (Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day), we require a minimum 48-hour notification.

- **S&ME Report Distribution:** Provide us with all applicable names and e-mail addresses for report distribution.
- **Project Construction Drawings and Specifications:** We request that copies of the current, for-construction drawings and specifications be provided to us prior to the start of construction and that any RFI's and responses, addenda, or similar be provided as they are issued to our proposed Project Manager at the following email address:

Keaton Andrus, P.E.
keatonandrus@smeinc.com



**Proposal for Special Inspections and Material Testing Services
City of Spring Hill Fire Station No. 4**

2932 Duplex Road
Spring Hill, TN 37174
S&ME Proposal No. 24470109

- **Concrete Curing Box:** Please instruct the appropriate subcontractor to provide a curing environment for the initial 24 to 48 hours for the concrete cylinders.
- **Safe Access:** Have the contractor provide safe access to areas to be tested including necessary equipment such as ladders, scaffolding, and lifts, including operators of lifts.
- **Orientation or Passes:** With some services performed on a periodic (or part-time) basis, S&ME may have several persons performing testing at the site. Please inform us of any project related passes or safety orientation training our personnel would be required to attend. Time and expenses for these items are not accounted for in our estimated fee but will be billed at the unit rates shown on the attached Fee Schedule.

◆ **Compensation**

We propose to provide these services on a unit rate basis. S&ME developed our proposed fee based on the project drawings and our experience with similar projects. The contractor was not able to provide us a construction schedule prior to issuing this proposal, therefore our estimated fee is conservative and based on our experience with similar projects. We can revise and provide further detail for our estimated fee if a detailed construction schedule is provided to us. Our scope does not include consulting/testing that may be necessary for unforeseen events, re-tests, or work that extends beyond our anticipated work duration expressed in the attached Opinion of Probable Cost. Based on our proposal approach, we propose the following estimated fee:

Services	Estimated Fee
Special Inspections	\$54,688
Non-Special Inspections	\$15,628
Total	\$70,316

The actual cost of our services may be less or more depending on the construction schedule and scope of services requested.

We typically invoice for our services on a monthly billing cycle. Please let us know if you desire for invoices to be submitted by a certain day each month to be congruent with your invoicing and payment cycles.

The technical and pricing information contained in this proposal or in any correspondence submitted by S&ME is considered confidential and proprietary and should not be released or otherwise be made available to any third party without express written consent of S&ME.

◆ **Authorization**

Our Agreement for Services, Form Number AS-071, is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing the form and returning it to our office. We will then execute the form, return a copy to you, and proceed with performance of the services. If you elect to accept our



Proposal for Special Inspections and Material Testing Services
City of Spring Hill Fire Station No. 4
2932 Duplex Road
Spring Hill, TN 37174
S&ME Proposal No. 24470109

proposal by issuing a purchase order, then please reference this proposal number and date. Your purchase order will be an acceptance of our Agreement of Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, as our agreement is for services that are not compatible with purchase order agreements. If this proposal is transmitted to you via email, and if you chose to accept this proposal by email, your reply email acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated Agreement for Services (AS-071) and thereby accept both as written.

This proposal is solely intended for the basic services as described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the Client and S&ME. Use of this proposal and resulting documents is limited to the above-referenced project and client. No other use is authorized by S&ME.

◆ Closing Remarks

We appreciate the opportunity to submit this proposal and be of service on this project. Please contact us with any questions or comments.

Sincerely,

S&ME, Inc.

A handwritten signature in black ink that reads "Keaton Andrus".

Keaton Andrus, P.E.
Project Manager
KeatonAndrus@smeinc.com

A handwritten signature in blue ink that reads "John C. Weavil".

John C. Weavil, P.E.
Vice President / Regional Director of Operations
JWeavil@smeinc.com

Attachments: Fee Schedule
Opinion of Probable Cost
Agreement for Services (AS-071)

Attachments

**UNIT FEE SCHEDULE
S&ME, Inc.**

FIELD TECHNICIAN SERVICES		Unit Rate
1	Engineering Technician, regular time, per hour *	75.00
2	Senior Metals Technician*	120.00
	* Over time rate will be 1.5 times regular rate, per hour	
3	Trip charge (mileage, parking, truck and equipment charge)	65.00
4	Nuclear Moisture Density Gauge, per day	70.00
5	Floor Flatness/Levelness Meter, per day	300.00

PROFESSIONAL SERVICES		Unit Rate
1	Staff Professional (Level P2), per hour	130.00
4	Project Engineer (Level P4), per hour	190.00
5	Senior Project Manager (Level PM5), per hour	225.00
6	Administrative Support, per hour	75.00

LABORATORY TESTING SERVICES		Unit Rate
1	Concrete Compressive Strength Testing, each	25.00
2	Compressive Strength of Grout Prisms, each	41.00
3	Compressive Strength of Non-Shrink Grout, each	26.00
4	CMU Block Compressive Strength Testing, each	100.00
5	CMU Block Absorbtion Testing, each	200.00
6	Laboratory Compaction Characteristics (Proctor) (ASTM D698), each	205.00
7	Atterberg Limits (ASTM D4318), each	105.00
8	Grain Size w/ #200 Wash (ASTM D422), each	100.00



Estimate of Probable Cost
Construction Materials Testing and Special Inspection Services
City of Spring Hill Fire Station No. 4
Spring Hill, Tennessee
S&ME Proposal No. 24470109

General Information and Assumptions

- Based on general review of project drawings provided
- Assumptions below based on the verbally communicated schedule provided by Chris Woods Construction Co.
- Scope of services is based off the Civil and Structural Drawings, and the RFQ
- Estimate includes portal to portal travel time of 0.50 hour each way
- Overtime multiplier of 1.5 times technician hourly rate applies for time in excess of 8 hours per day, and all time on weekends and holidays.

1 Earthwork Under Building	Qty	UOM	Rate	Cost
- Includes subgrade evaluations, engineered fill testing, utility backfill testing, retaining wall backfill testing				
- Assume 15 visits at 10 hours per visit for testing related to the earthwork including north retaining wall				
A Engineering Technician	120	hours	\$75.00	\$9,000.00
B Engineering Technician - Overtime	30	hours	\$112.50	\$3,375.00
C Soil - Laboratory Compaction Characteristics (Proctor) (ASTM D698)	3	test	\$205.00	\$615.00
D Soil - Sieve Analysis w/ #200 Wash (ASTM D422)	3	test	\$100.00	\$300.00
E Soil - Atterberg Limits (ASTM D4318)	3	test	\$105.00	\$315.00
F Nuclear Moisture Density Gauge	10	day	\$70.00	\$700.00
G Trip Charge (mileage, truck and equipment charge)	15	each	\$65.00	\$975.00
Subtotal:				\$15,280.00

2 Foundation Evaluations, Observations, and Testing	Qty	UOM	Rate	Cost
- Assume 10 visits at 4 hours per visit for foundations				
A Engineering Technician	40	hours	\$75.00	\$3,000.00
B Trip Charge (mileage, truck and equipment charge)	10	each	\$65.00	\$650.00
Subtotal:				\$3,650.00

3 Reinforced Concrete Sampling, Testing, and Observations	Qty	UOM	Rate	Cost
- Includes Concrete mix cursory review, reinforcing steel observations, and testing of concrete and non-shrink grout				
- Assume 6 visits for placement of foundations at 6 hours per visit				
- Assume 6 visits for placement of slabs-on-grade at 6 hours per visit				
- Assume 2 visits for placement of elevated slab at 6 hours per visit				
- Assume 8 visits for cylinder pickups at 1.5 hour for each pickup				
- Assume a total of 20 sets of 5 cylinders for compressive strength testing				
- Assume 4 visits for FF/FL at 6 hours per visit				
A Engineering Technician	120	hours	\$75.00	\$9,000.00
B Concrete Compressive Strength Testing	100	test	\$25.00	\$2,500.00
C Project Engineer (Concrete Mix Review)	3	hours	\$190.00	\$570.00
D Floor Flatness/Levelness Meter	4	days	\$300.00	\$1,200.00
E Compressive Strength Testing of Non-Shrink Grout - 3 sets, 6 cubes per set	18	test	\$26.00	\$468.00
F Trip Charge (mileage, truck and equipment charge)	26	each	\$65.00	\$1,690.00
Subtotal:				\$15,428.00



Estimate of Probable Cost
Construction Materials Testing and Special Inspection Services
City of Spring Hill Fire Station No. 4
Spring Hill, Tennessee
S&ME Proposal No. 24470109

4 Masonry Observations and Testing	Qty	UOM	Rate	Cost
- Assume 15 visits at an average of 6 hours per visit for masonry				
A Engineering Technician	90	hours	\$75.00	\$6,750.00
B Compressive Strength of Grout Prisms - 2 sets, 4 per prisms per set	8	test	\$41.00	\$328.00
C CMU Block Compressive Strength Testing - 2 sets, 3 blocks per set	6	test	\$100.00	
D CMU Block Absorbtion Testing - 2 sets, 3 blocks per set	6	test	\$200.00	
E Trip Charge (mileage, truck and equipment charge)	15	each	\$65.00	\$975.00
Subtotal:				\$8,053.00

5 Structural Steel and Decking Evaluations	Qty	UOM	Rate	Cost
- Assume 8 visits at an average of 6 hours per visit				
A Senior Metals Technician	48	hours	\$120.00	\$5,760.00
B Trip Charge (mileage, truck and equipment charge)	8	each	\$65.00	\$520.00
Subtotal:				\$6,280.00

6 Earthwork and Pavement - Outside Building Footprint	Qty	UOM	Rate	Cost
- Includes subgrade evaluations, engineered fill testing, utility backfill testing, and testing of pavement sections				
- Assume 5 visits at 8 hours per visit for earthwork outside building				
- Assume 2 visits at 8 hours per visit for asphalt density testing				
- Assume 3 visits at 8 hours per visit for concrete pavement				
- Assume a total of 3 sets of 5 cylinders compressive strength testing				
A Engineering Technician	80	hours	\$75.00	\$6,000.00
B Soil - Laboratory Compaction Characteristics (Proctor) (ASTM D698)	1	test	\$205.00	\$205.00
C Soil - Sieve Analysis w/ #200 Wash (ASTM D422)	1	test	\$100.00	\$100.00
D Soil - Atterberg Limits (ASTM D4318)	1	test	\$105.00	\$105.00
E Nuclear Moisture Density Gauge	2	days	\$70.00	\$140.00
F Concrete Compressive Strength Testing	15	test	\$25.00	\$375.00
G Trip Charge (mileage, truck and equipment charge)	10	each	\$65.00	\$650.00
Subtotal:				\$7,575.00

7 Project Management and Administration	Qty	UOM	Rate	Cost
Tasks will include site visits, meetings, general project management, report review by a Professional Engineer, and reporting.				
A Staff Professional (Level P2)	50	hours	\$130.00	\$6,500.00
B Project Engineer (Level P4)	20	hours	\$190.00	\$3,800.00
C Senior Project Manager (Level PM5)	10	hours	\$225.00	\$2,250.00
C Administrative Support	20	hours	\$75.00	\$1,500.00
Subtotal:				\$14,050.00

Total Opinion of Probable Cost: \$70,316.00



AGREEMENT FOR SERVICES

Form AS-071

Date: August 14, 2024	Job Number: 24470109
S&ME, Inc. (hereafter Consultant)	Client Name: City of Spring Hill, Tennessee (hereafter Client)
Address: 658 Grassmere Park, Suite 100 City: Nashville State: Tennessee Zip: 37211	Address: 199 Town Center Parkway City: Spring Hill State: Tennessee Zip: 37174
Telephone: 615-3854144 Fax:	Telephone: 931-486-2252 Fax:
PROJECT	
Project Name: City of Spring Hill Fire Station No. 4 Project location: (Street Address) 2932 Duplex Road City: Spring Hill State: Tennessee Zip: 37174	
SERVICES TO BE RENDERED	
Proposal Number: 24470109 dated: August 14, 2024 is incorporated into this Agreement For Services and this Agreement For Services is incorporated into this Proposal.	

Client desires to contract with Consultant for the Services to be Rendered ("Services") on Client's Project, as contained in Consultant's Proposal. The Proposal and Client's Project are referenced immediately above.

THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

- ACCEPTANCE:** Client hereby accepts this offer by Consultant to provide the Services as contained in Consultant's Proposal and agrees that such Services and any additional Services performed by Consultant shall be governed by this Agreement. If Client directs that Services commence prior to execution of this Agreement, Client agrees that commencement of Services by Consultant is acceptance of the terms of this Agreement. **CLIENT MAY ACCEPT THIS AGREEMENT FOR SERVICES THROUGH THE USE OF CLIENT'S PURCHASE ORDER, HOWEVER ALL PREPRINTED TERMS AND CONDITIONS ON CLIENT'S PURCHASE ORDER ARE INAPPLICABLE, ARE EXPRESSLY REJECTED, AND THE TERMS OF THIS AGREEMENT SHALL GOVERN.** Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, thirty (30) days from the date of issue.
- CONTRACT DOCUMENTS:** "Contract Documents" shall mean this Agreement for Services the Proposal identified under "SERVICES TO BE RENDERED," and all mutually executed Change Orders. This Agreement for Services along with the Contract Documents represent the entire understanding and agreement between the parties relating to the Services and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding same. Any terms and conditions which Client is obligated to perform or satisfy, whether by law or contract, or proposed in any acknowledgments or acceptance by Client which are in addition to, or different from, this Agreement for Services along with the Contract Documents are hereby expressly rejected and shall not become part of the agreement between the

parties without Consultant's specific written consent. Any acceptance by Client is limited to acceptance of the express terms set forth in this Agreement for Services.

3. **SCOPE OF SERVICES:** Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services included in Consultant's proposal received by Client are adequate and sufficient for Client's intended purpose. Client shall communicate the provisions of this Agreement for Services to each and every third party to whom Client transmits any part of Consultant's work. Consultant shall have no duty or obligation to any third party except as specifically set forth in Consultant's proposal.

Consultant has provided Client with the Proposal identified under "Services to be Rendered." By signing below, Client agrees that Client or the Client's representative has examined Consultant's proposal, which includes a scope of work to be performed by Consultant, an opinion on the cost to perform Consultant's scope of work, and an opinion on the amount of time required to perform Consultant's scope of work along with any other documents, opinions, or advice prepared or provided by Consultant and Client agrees that Client is fully satisfied with Consultant's Proposal and Client obtained the advice of any other consultant(s) as the Client deems necessary to protect the Client's interests. Client also agrees by signing below it is responsible for requesting additional services not included in Consultant's proposal and if necessary, Client agrees it is responsible (even if delegated to a third party) for notifying and scheduling Consultant so Consultant can perform the Services. Consultant shall not be responsible for damages caused by services not performed due to any failure to request or schedule Consultant's Services. If project conditions change materially from those described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

Consultant shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Client's contractor and/or agents. These rights and responsibilities are solely those of the contractor or agent in accordance with its agreement with Client. Only Client has the right to reject or stop work of its contractor or agents. Consultant's presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client. Consultant does not guarantee the performance of any contractor or agent of Client and shall not be responsible for such party's failure to perform its work in accordance with any applicable documents, including but not limited to, the plans and specifications or any applicable laws, codes, rules or regulations.

Any evaluations of the Client's budget for the project, and any preliminary or updated estimates of the cost of the work prepared by Consultant represent Consultant's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Consultant nor Client has control over the cost of the labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant does not warrant or represent that bids or negotiated prices will not vary from Client's budget for the project, or from any estimate of the cost of the work evaluation prepared or agreed to by Consultant.

4. **CHANGE ORDERS:** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will provide a change order proposal including Client's requested changes to the scope of Services for Client's review and approval. Following Client's approval, Client shall provide written acceptance and such Change Order Proposal shall become part of the Contract Documents and shall supersede any prior conflicting terms. If Client does not follow these procedures, but instead directs Consultant to perform changed or additional work without an executed change order, (1) the Services are changed according to Consultant's understanding of Client's direction; and (2) and Consultant will be paid for this work according to the current fee schedule plus fifteen percent (15%).
5. **PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not specified in the Contract Documents, Consultant's current fee schedule in effect for the type of services performed shall control. Unless otherwise agreed prior to the start of the Services, Consultant will submit invoices to Client monthly and a final invoice upon completion of Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice.

Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or Client's successful completion of the Project. In addition, CONSULTANT reserves the right to suspend the performance of all services in any case where invoices remain unpaid more than sixty (60) days from the invoice date.

To verify the CLIENT's requirements for appropriate invoicing, the following information is requested.

CLIENT Accounts Payable contact name:
CLIENT Accounts Payable contact phone number:
CLIENT Accounts Payable email address:

Upon execution of this document, CONSULTANT will reach out to the contact provided to gather CLIENT's required information such as purchase order number, client project number, email address or website for invoice submission, monthly deadline for invoice submission, CLIENT legal entity name for invoicing, CLIENT address for invoicing, etc.

6. **STANDARD OF CARE:** Consultant and its agents, employees and subcontractors shall endeavor to perform the Services for Client with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **NOTWITHSTANDING ANY TERMS IN OR APPLICABLE TO THIS AGREEMENT, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES OR WORK PRODUCT, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

7. **LIMITATION OF LIABILITY:** Client and Consultant have evaluated the risks and rewards associated with this project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, Consultant's aggregate liability to Client, including that of Consultant's officers, directors, employees and agents, is cumulatively limited to \$100,000, hereinafter referred to as LIMITATION OF LIABILITY. This LIMITATION OF LIABILITY applies to all lawsuits, claims or actions, whether identified as arising in tort, INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, contract, or other legal theory, including without limitation, Consultant's indemnity obligations to Client related to the Services provided in this Agreement and any continuation or extension of Consultant's Services.

By entering into this Agreement, Client acknowledges that this LIMITATION OF LIABILITY provision has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.

8. **NO CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Services provided by Consultant.

9. **INSTRUMENTS OF SERVICE:** In connection with the performance of the Services, Consultant may deliver to Client reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant reflecting Services provided and the results of such Services ("Instruments of

Service"). Statements made in Consultant's Instruments of Service are opinions based upon engineering judgment and are not to be construed as representations of fact. All Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Client shall indemnify, defend, and hold Consultant harmless from any and all claims, damages, or losses arising from any unauthorized reuse or modification of the Instruments of Service.

10. **SAFETY**: Consultant has no authority and no responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.
11. **SAMPLES**: Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services).
12. **HAZARDOUS MATERIALS**: Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client retains full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

13. **CLIENT OBLIGATIONS**:

(a) Client warrants that all information provided to Consultant regarding the Project and Project location are complete and accurate to the best of Client's knowledge.

(b) Client agrees to furnish (or obtain from the Owner should the Client not be the Owner) Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement.

(c) Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the Site. Client acknowledges that some site disturbance is inherent in the work for which Consultant will not be responsible. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and Client shall arrange for the repair of any alteration and damage.

(d) Client agrees to disclose the identity of all utilities serving the Project Site, the presence and accurate location of hidden or obscured man-made objects known to Client that may be in Consultant's work area and the nature and location of any known or suspected hazardous materials that may exist on the property.

(e) The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

(f) In order to make informed decisions based on the Instruments of Service, Client's review and study of the Instruments of Service is vital to take full advantage of the consulting process. Client shall review in detail all Instruments of Service, including attachments and references therein, and in the event of questions or concerns, shall contact the project manager. Consultant provides information in the Instruments of Service which assists the Client and/or user in understanding and using the deliverable. The information includes direction on the extent to which the information can be relied on and applied to Client's decision-making process.

(g) Provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or problem in the PROJECT, including any errors or omissions in CONSULTANT'S work.

(h) Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client acknowledges that Consultant also may have reporting obligations under controlling law and regulations. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.

14. **CERTIFICATIONS:** Client understands and agrees that Consultant's Instruments of Services are limited to an expression of professional opinion based upon the Services performed by the Consultant and does not constitute a warranty or guarantee, either express or implied. In addition, Client agrees that Consultant will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the Consultant cannot reasonably ascertain.
15. **FAILURE TO FOLLOW RECOMMENDATIONS:** The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.
16. **TERMINATION:**
For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.
- For Cause - In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon five (5) business days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.
17. **UNFORESEEN CONDITIONS OR OCCURRENCES:** If, during the performance of Services, any unforeseen hazardous substance, material, element or constituent or other unforeseen or changed conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services, Consultant will promptly notify Client. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into this Agreement; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE.
18. **FORCE MAJEURE:** Consultant shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Scope of Work results from any causes beyond its reasonable control. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, pandemics, quarantines, acts of government, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Project. In the event that such acts or events occur, it is agreed that Consultant shall attempt to resume performance of the Services covered by this Agreement as soon as

reasonably possible. If the force majeure event adversely affects the scope or schedule, Client agrees to modify the Scope of Services and the estimate of charges, such revision to be in writing and signed by the parties and incorporated into this Agreement.

19. **INSURANCE**: Consultant shall maintain at its own expense, during the term of this Agreement, the following insurance: (1) Workers' Compensation providing statutory coverages required by the state where services are provided, (2) Employer's Liability with limits of \$1,000,000 each accident, (3) Commercial General Liability with limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (4) Commercial Automobile with limits of \$1,000,000 each accident, (5) Umbrella Excess Liability with limits of \$5,000,000 each occurrence and (6) Professional Liability with limits of \$1,000,000 each claim.
20. **INDEMNITY**: Consultant shall indemnify Client from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent caused by the negligent acts, errors, or omissions of Consultant in the performance of services under this Agreement. Notwithstanding any terms in or applicable to this Agreement, it is understood and agreed that Consultant shall have no affirmative defense obligations.
21. **DISPUTE RESOLUTION**: In the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably using negotiation and mediation within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be resolved by litigation in a court of competent jurisdiction within the State where project is located.
22. **ASSIGNMENT**: Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
23. **NO WAIVER**: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
24. **MISCELLANEOUS**: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state where project is located without regard to choice of law provisions. This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both Parties. If any part of this Agreement is found to be unenforceable, then the parties' intent is to have such part rewritten to attain as close as possible the original intent of the unenforceable provision, and all remaining provisions shall continue in full force and effect.
25. **TIME BAR**: Notwithstanding any applicable state statute of repose or statute of limitation, the Parties agree that all legal actions by either party against the other concerning this Agreement or the work performed in relation to this Agreement, will become barred two (2) years from the time the party knew or should have known of the claim, or two (2) years after completion of Consultant's Services, whichever occurs earlier.
26. **NO DISCRIMINATION**: To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and the posting requirement under 29 CFR Part 471, appendix A to subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
27. **NO THIRD PARTY LIABILITY**: Nothing in this Agreement or as a consequence of any of the Services provided gives any rights or benefits to anyone other than Client and Consultant. All duties and responsibilities

undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. No third party shall have the right to rely on the Instruments of Service without Consultant's prior written consent and the third party's agreement to be bound to the same terms and conditions as the Client.

28. **INDIVIDUAL LIABILITY:** CLIENT AGREES THAT CONSULTANT'S SERVICES WILL NOT SUBJECT CONSULTANT'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST CONSULTANT.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative.

CLIENT: <u>City of Spring Hill, Tennessee</u>	S&ME, Inc.
BY:  <u>Jim Hageman / Mayor</u> <small>(Print Name / Title)</small>	BY:  <u>Benjamin Gramling, Office Principal</u> <small>(Print Name / Title)</small>
DATE: <u>8-19-2024</u>	DATE: <u>8/21/24</u>
PROPOSAL NUMBER: <u>24470109</u>	

Client's FAXED or DIGITAL signature to be treated as original signature

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF SPRING HILL, TENNESSEE
AND S&ME, INC.**

THIS AGREEMENT is made this the ____ day of _____, 2024, by and between **CITY OF SPRING HILL, TENNESSEE** (hereinafter “City”), and **S&ME, INC.** (hereinafter “Consultant”).

WITNESSETH:

WHEREAS, the City has determined to enter into an agreement with an outside contractor to assist with special materials testing and inspection services for construction of the Police Department Headquarters; and

WHEREAS, the City submits that it has the authority to contract with Consultant to provide professional services for the work desired by the City; and

WHEREAS, by entering into this Agreement, Consultant affirms that it has extensive experience providing such services in a professional manner in accordance with the terms and conditions of this Agreement as well as the standard of care practiced by other consultants and professionals performing similar services within the industry.

NOW, THEREFORE, in consideration of the premises and recitals hereinabove set forth, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants contained herein, the City and Consultant agree as follows:

ARTICLE 1 - SCOPE OF SERVICES TO BE RENDERED BY CONSULTANT

1. Consultant shall perform all necessary professional services in a satisfactory and proper manner, consistent with the City’s requirements for the Project and by reference made a part hereof, including, but not be limited to, the following:

- Earthwork under Building testing and inspections
- Foundation system and spread footings inspections
- Fresh concrete testing for normal weight concrete
- Review of concrete mixes
- Reinforcing steel verification and inspection
- Masonry verification and as outlined in specifications
- High-strength, non-shrink grout testing and placement visually monitored
- Concrete structural members verified and inspected
- Structural steel and decking inspected and verified
- Earthwork and pavement testing and inspection outside the building.
- Provide sample test reports for each of the scope of services

2. All documents prepared by Consultant that form a part of the services rendered hereunder shall, upon completion of the exhibits, calculations, draft reports, presentation material, etc. will become the property of the City. Such documents shall not be used by either party on any other project, except as reference materials.

3. The City will furnish all information, data, reports and maps as are existing and identified by Consultant as necessary for carrying out the work that are available to the City without cost to Consultant.

ARTICLE 2 – CITY’S RESPONSIBILITIES

The City will provide to Consultant all criteria and full information as to the Project’s requirements, and shall furnish the following:

1. Provide Consultant with all known available information that is pertinent to the Project.

2. Meet with Consultant for ongoing discussions to assist in directing the consultant.

3. Give thorough consideration to all reports, exhibits or technical memorandums and other documents presented by Consultant and inform Consultant of all decisions within a reasonable time so as not to delay the work of Consultant (i.e. furnish approval or instructions for change).

4. Promptly schedule all required special meetings, serve all public and private notices, receive and act upon all protests.

5. Designate, in writing, a single person to act as Consultant point of contact with the City. The contact person for the City of Spring Hill will be Pamela S. Caskie, City Administrator.

6. Give prompt written notice to Consultant when it is known that either the Project criteria or conditions have changed, or there is reason to believe Consultant work is deficient in intent or technical content.

ARTICLE 3 - TERM

1. The services of the Consultant shall be undertaken for a period not-to-exceed eighteen months from date of execution.

ARTICLE 4 - FEES

1. In consideration of the performance of services rendered under this Contract, Consultant shall be compensated for services performed in accordance with the cost proposal submitted by the Consultant for a not-to-exceed amount of \$70,316.00.

2. Invoices shall be submitted by Consultant to the City in monthly statements for services rendered, if any. The statements shall show the detail of work performed, hours, employees and any reimbursable expenses. Each individual invoice shall be due and payable thirty (30) days after receipt.

3. If the City disputes any portion of Consultant invoices, the undisputed portion will be paid by the City, and Consultant will be notified in writing within ten (10) days of receipt of the exceptions taken to such invoice. The City and Consultant will attempt to resolve any payment dispute within sixty (60) days, and both parties agree that no action for collection thereon shall be filed within this time period.

ARTICLE 5 – NOTICE

All notices, certificates or other communications hereunder shall be deemed sufficiently given and shall be deemed given when delivered by hand-delivery or mailed by first class, postage prepaid, registered or certified mail and addressed as follows:

If to Consultant: S&ME, Inc.
658 Grassmere Park, Suite 100
Nashville, TN 37211

If to City: Attn: Pamela S. Caskie
Title: City Administrator
199 Town Center Parkway
Spring Hill, TN 37174

Copy to: Patrick M. Carter, Esq.
City Attorney
P.O. Box 1431
Columbia, TN 38402-1431

ARTICLE 6 - TERMINATION

1. This Agreement may be terminated by either party upon thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms outlined herein through no fault of the party initiating the termination.

2. This Agreement may be terminated by Consultant in the event that the City permanently abandons the Project.

3. In the event of termination by either party, Consultant shall be compensated for all services performed prior to the termination date.

ARTICLE 7 - DISPUTE RESOLUTION AND GOVERNING LAW

1. The City and Consultant shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if an informal resolution cannot be achieved, the parties shall submit the matter to a mutually agreed upon mediator in an attempt to resolve the dispute through the mediation process. Such mediation process shall be initiated by a request in writing by either party.

2. The mediation provision can be waived by the mutual consent of the parties or by either party if such party's right would be irrevocably prejudiced by a delay in initiating a legal proceeding.

3. **Governing Law, Venue and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue and jurisdiction for any dispute arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.

ARTICLE 8 – BREACH

1. The term “breach of agreement” specifically includes, but is not limited to, failure to comply with any applicable federal, state or local laws or regulations.

2. One or more waivers of breach of any provision of this Agreement by any party shall not be construed as a waiver of subsequent breach of the same provision, nor shall it be considered a waiver of any other then existing or subsequent breach of a different provision.

ARTICLE 9 - MODIFICATION

This Agreement shall not be modified unless such modifications are evidenced in writing in the form of a written Amendment, which is signed by both the City and Consultant. Should any changes in the design of the Project be necessary, the City's designee shall report such change to Consultant in writing. If the City determines that any changes in work are necessary to complete the Project, then Consultant shall be allowed compensation based upon the original contract terms, including the additional work in the overall cost of the construction of the Project.

ARTICLE 10 - INDEMNITY AND HOLD HARMLESS

1. To the extent that the law permits, the City shall agree to indemnify and hold Consultant, its officers, agents and/or employees, harmless from and against any and all lawsuits, damages and expenses, including court costs and attorneys' fees, by reason of any claim and/or liability imposed, claimed and/or threatened against the Consultant, its officials, agents and/or employees, for damages because of bodily injury, death and/or property damages arising out of or in consequence of the performance of services under this Agreement to the extent that such bodily injuries, death and/or property damages are attributable to the negligence of the City, its agents, employees, or any other entity for which the City may be found to be legally liable. This provision shall survive the completion of all services, obligation and duties provided pursuant to the Project, or the termination of this Agreement for any reason.

2. Consultant shall agree to indemnify, defend and hold the City, its officers, agents and/or employees, harmless from and against any and all lawsuits, damages and expenses, including court costs and attorneys' fees, by reason of any claim and/or liability imposed, claimed and/or threatened against City, its officials, agents and/or employees, for damages because of bodily injury, death and/or property damages arising out of or in consequence of the performance of services under this Agreement to the extent that such bodily injuries, death and/or property damages are attributable to the negligence of Consultant, its agents, employees, or any other entity for which Consultant may be found to be legally liable. This provision shall survive the completion of all services, obligation and duties provided pursuant to the Project, or the termination of this Agreement for any reason.

ARTICLE 11 – INSURANCE

Consultant shall maintain, during the term of this Agreement, or any extension hereof, the following insurance policy, written by an insurance company authorized to do business within the State of Tennessee, and furnish City, in duplicate, Certificates of Insurance as evidence thereof:

1. Worker's Compensation: Providing coverage in compliance with the laws of the state in which any part of the work is to be performed, and Employer's Liability Coverage in the minimum amount of the statutory limit for each occurrence.

2. Comprehensive (Commercial) General Liability Insurance: Bodily injury and property damage combined single limit in the minimum amount of \$1,000,000.00 for each occurrence.

3. Automobile (Business) Liability Insurance: Bodily injury and property damage combined single limit in the minimum amount of \$1,000,000.00 for each occurrence, \$1,000,000.00 aggregate.

4. Professional Liability Insurance: Professional liability insurance covering claims arising from errors, omissions or negligent acts committed in the performance of professional services under this Agreement with limits of \$1,000,000.00.

ARTICLE 12 - SEVERABILITY

In the event any provision of this Agreement or any instrument delivered in connection herewith shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof or thereof.

ARTICLE 13 - BINDING EFFECT

This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective heirs, administrators, successors and assigns.

ARTICLE 14 - INDEPENDENT CONTRACTOR RELATIONSHIP

It is specifically understood that Consultant relationship with City shall be that of independent contractor and Consultant shall in no sense be considered an agent or employee of City, nor shall Consultant be, as a result of the relationship established by this Agreement, entitled to or eligible to participate in any benefits or privileges extended or given by City to its employees, notwithstanding this Agreement.

ARTICLES 15 - HEADINGS AND EXHIBITS

The paragraph headings in this Agreement are for convenience only, and they form no part of this Agreement and shall not affect its interpretation.

ARTICLE 16 - FORCE MAJEURE

Consultant shall not be liable to City or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond Consultant reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by Consultant and unusually severe weather. Consultant agrees to notify City of the existence and nature of any delay.

ARTICLE 17 - TITLE VI POLICY

The City of Spring Hill will not discriminate in the purchase of all goods and services on the basis of race, color, religion, sex, national origin, age, disability, or any other lawfully protected classification.

ARTICLE 18 - COMPLIANCE WITH PUBLIC CHAPTER 775 – TCA, TITLE 12, CHAPTER 4, PART 1

In accordance with Tennessee Code Annotated, Title 12, Chapter 4, Part 1, the selected Consultant cannot be currently engage in, and will not for the duration of the contract, engage in a boycott of Israel.

ARTICLE 19 - TENNESSEE PUBLIC RECORDS ACT

Any and all documents submitted to the City of Spring Hill that are associated with this contract are subject to the Tennessee Public Records Act. Access to the record is governed by the Tennessee Public Records Act and the policies of the City of Spring Hill and the Office of Open Records Counsel.

ARTICLE 20 – ENTIRE AGREEMENT

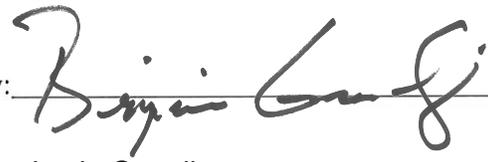
This Agreement and accompanying documents contain the entire agreement between the parties with respect to the subject matter hereof and all prior or contemporaneous written or oral agreements with respect to the subject matter hereof are superseded hereby.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed by its authorized representative, and Consultant has caused this Agreement to be signed in its corporate name by its authorized representative as of the day and year first written above.

CITY OF SPRING HILL, TENNESSEE

By: 
Jim Hagaman, Mayor

S&ME

By: 
Benjamin Gramling

(Print Name)