

## **RESOLUTION 17-92**

### **A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH CIVIL SITE DESIGN GROUP FOR MAHLON MOORE SCHOOL ACCESS ROAD AND BRIDGE PROJECT**

**WHEREAS**, the City of Spring Hill has entered into a Memorandum of Understanding with the Maury County School Board for the design and construction of a school access road and bridge project in exchange for approximately 78 +/- acres of land that can be developed by the City of Spring Hill for parks and recreation facilities; and

**WHEREAS**, Maury County School Board has budgeted funding for the construction of one elementary school and one middle school on the subject property with construction scheduled for completion by August 2019; and

**WHEREAS**, a school access road and bridge project will be required to be designed and constructed in order to provide access to the elementary and middle school campuses by August 2019;

**WHEREAS**, Maury County School Board has contracted for civil design services with Civil Site Design Group to prepare road construction plans for a portion of the school access road from Hummingbird Lane to the entrance of the elementary school and civil construction plans for each school facility; and

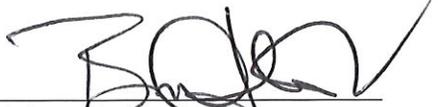
**WHEREAS**, Civil Site Design Group has familiarity with the subject property having prepared preliminary site analysis and preliminary site design including road access to the subject property; and

**WHEREAS**, based upon their familiarity with the subject site, the City of Spring Hill requested in cooperation with Maury County School Board that Civil Site Design Group prepare a proposal for design services for the remainder of the school access road and bridge project that included intersection improvements onto Mahlon Moore Road; and

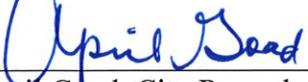
**WHEREAS**, the City of Spring Hill received a Professional Services Agreement from Civil Site Design Group outlining professional services to be performed to prepare construction plans, assist with permitting and plan approval with regulatory agencies, and construction administration services for the school access road and bridge project for a lump sum fee amount of \$131,000.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Spring Hill authorizes the Mayor of the City of Spring Hill, TN to sign the Professional Services Agreement from Civil Site Design Group PLLC for the Mahlon Moore school access road and bridge project for a lump sum cost of \$131,000.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill,  
Tennessee on this 18<sup>th</sup> day of September, 2017.

  
\_\_\_\_\_  
Rick Graham, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
Patrick Carter, City Attorney



**REQUEST:** *Approval of Resolution 17-92*  
**SUBMITTED BY:** Chuck Downham, Assistant City Administrator  
**DATE:** August 21, 2017  
**RE:** Professional Services Agreement – Mahlon Moore School  
Access Road and Bridge Project  
**ATTACHMENTS:** Professional Services Agreement from Civil Site Design Group

---

---

**PURPOSE:**

To approve Resolution 17-92 to authorize the Mayor to execute a Professional Services Agreement with Civil Site Design Group PLLC to perform design services for the Mahlon Moore school access road and bridge project.

**BACKGROUND:**

The City of Spring Hill and the Maury County School Board have been working collaboratively over the past several months to explore a partnership in the development of multiple school campuses and municipal recreation facilities to serve the growing population of Spring Hill. The Board of Mayor and Aldermen are currently considering approval to enter into a Memorandum of Understanding with the Maury County School Board to design and construct a school access road that includes the construction of a bridge across Rutherford Creek to facilitate access to an elementary, middle school, and high school facility to be constructed by Maury County School Board in exchange for approximately 78 +/- acres of land that in the future the City will develop parks and recreation facilities that could include a combination of baseball, softball, and soccer fields along with other passive and active recreation facilities.

In recent meetings with Maury County School Board officials they indicated their plans for moving forward expeditiously with the construction of the elementary school and middle school projects based upon funding recently approved by the Maury County Commission with the goal of those facilities being operational by August 2019. City staff recognizes this is an aggressive but a necessary schedule in order to meet the growing demand for such facilities in this part of Maury County. In response to this schedule, the City will need to move forward with equal diligence with design and construction on a parallel schedule to complete design and construction prior to the opening of the school facilities in August 2019.



Maury County has retained Civil Site Design Group PLLC along with other design consultants to prepare construction plans for each of the budgeted school facilities. Civil Site Design Group has already prepared construction plans for a portion of the access road project from Hummingbird Lane to the entrance of the proposed elementary school. Civil Site Design Group has already performed extensive preliminary site investigations and analysis for the entire site and have been working closely with Maury County School Board officials to develop a preferred alignment for the bridge and access road that provides accessibility for each of the school sites as well as recreation facilities to be developed by the City. The City has an opportunity given the extensive working knowledge of the site by Civil Site Design Group to engage them in preparing construction plans and perform other project related services while they also provide professional services for Maury County School Board to prepare construction plan documentation for each school facility which would optimize coordination and design interface between infrastructure projects and school facilities.

Maury County School Board will be preparing construction plans for water and sewer services serving each of the school facilities that will include the extension of water and sanitary sewer service mains within the site. The City of Spring Hill would be responsible for preparing construction plans for the remaining portion of the access road from the elementary school site to Mahlon Moore Road including plans for the construction of a bridge to traverse Rutherford Creek. Road design services would also include intersection improvements at the intersection of the access road and Mahlon Moore. The City would also be responsible for construction of the entire length of the access road from Hummingbird Lane to Mahlon Moore Road including the construction of a bridge structure to traverse Rutherford Creek. The City of Spring Hill and Maury County School Board will need to negotiate cost allocation for intersection improvements that could include signalization depending upon traffic volumes, turn movements, and warrants.

City staff and the City Attorney reviewed the initial draft of the Professional Services Agreement presented by Civil Site Design Group and provide requested revisions including increasing the liability limit from \$50,000 to \$1M in consideration that the scope includes the design of a bridge structure. Civil Site Design Group agreed to all of the revisions requested by City staff and the City Attorney and presented the City with a revised contract reflecting the revisions requested.

#### **FINANCIAL IMPACT:**

The City's Capital Improvement Plan projected the estimated cost for design services at \$100K. The Professional Services Agreement from Civil Site Design Group proposes to perform design services for a lump sum amount of \$131,000. The road and bridge project are not designated as an arterial road project therefore traffic impact fee funds cannot be utilized for design or construction. Design services will be funded in the FY2017-18 budget from the Adequate Facilities Tax funds. The proposed contract amount of \$131,000 is within the approved FY2017-18 budget amount from the Adequate Facilities Tax Fund. City staff will be presenting to the



Board of Mayor and Aldermen Ordinance 17-19 containing a budget amendment to the FY2017-18 Annual Budget that will address the funding source(s) for professional design services required for Mahlon Moore access road and bridge project along with other capital projects undertaking professional design services during FY2017-18.

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution 17-92 to authorize the Mayor to execute the attached Professional Services Agreement presented by Civil Site Design Group PLLC for professional services to prepare construction plans and bid documents for the Mahlon Moore school access road and bridge project for a lump sum amount of \$131,000.

**ACTION REQUIRED (INCLUDE DEADLINE /PRIORITY):**

The Board of Mayor and Alderman will need to act upon Resolution 17-92 to authorize the Mayor to execute the Professional Services Agreement with Civil Site Design Group PLLC to prepare construction plans and bid documents for the Mahlon Moore school access road and bridge project. Following execution of the agreement, the City will initiate a notice to proceed for Civil Site Design Group to begin design services as outlined in the scope of services including roadway and bridge design, preparation of plat documentation, environmental permitting, and construction administration services.



**CIVIL•SITE DESIGN GROUP, P.L.L.C.  
PROFESSIONAL SERVICES AGREEMENT**

This agreement made as of August 4, 2017 between **City of Spring Hill (CLIENT)** and Civil-Site Design Group, P.L.L.C. (**CSDG**) to perform professional services for the assignment described as follows:

Project: Mahlon Moore School Campus – Offsite Road/Utility Design Phase 2

Location: Spring Hill, TN

Description: The Client is proposing a Phase 2 road extension from the proposed elementary school entrance, approximately 5,000 LF, through the remaining undeveloped site to Mahlon Moore Road. This work is for offsite roadway (City) and utility extensions (School Board of Education) required for development of the remaining school campus. CSDG expects to make the submittals to the City of Spring Hill for roadway/utility plans.

- I. **PROFESSIONAL SERVICES: CSDG agrees to perform the following Basic Services under this contract:** CSDG assumes that the Client will utilize a current boundary and topographic survey for the properties previously performed by Sawyer Land Surveying for the school board.
- 1. Roadway Construction Documents:** Based on the prepared project Concept Plan, CSDG expects to prepare road construction plans for the proposed public improvements, approximately 5,000 LF, from the currently planned roadway terminus at the proposed elementary school entrance, through the remaining site, to Mahlon Moore Road. The plans are expected to include an existing conditions plan, road plan profiles, a site grading and drainage plan, a storm water pollution prevention plan (SWPPP), associated details related to site plans and applicable specifications to be included with the project specifications.
  - 2. Bridge Design –** Design construction documents for a single span bridge ( $\leq 200'$ ) for a three lane roadway crossing Rutherford Creek. Design of bridge would be for HL-93 live loads and would accommodate 3-12' lanes, a 5' sidewalk on each side and two – 12" pedestrian bridge rails.
  - 3. Bridge Geotechnical Investigation –** Provide Geotechnical (6-8 bores) investigation for bridge abutments and design recommendations report.
  - 4. Updated Flood Study –** Prepare an updated flood study model for the new bridge design and anticipated flood plain grading for the project. A LOMR-F submittal is anticipated to be provided for the improvements.
  - 5. Mahlon Moore Road / Turn lane Improvements –** Provide construction plans for the anticipated left turn lane intersection improvements at the project entrance at Mahlon Moore Road.
  - 6. Traffic Study (50%) –** Provide TIS for submittal review by City of Spring Hill Engineering Department outlining offsite roadway improvements recommended for the project. Anticipate Kedron Road, Hummingbird Lane, and Green Mill Road intersections on Kedron would be analyzed.
  - 7. Final Roadway Right of Way Plat:** Preparation of required Phase 2 public right of way dedication plat.

**PROFESSIONAL SERVICES AGREEMENT**

- 8. **Planning Commission Coordination:** CSDG expects to coordinate the submittal of Phase 2 final right of way plat to Planning Commission. CSDG expects to attend one pre-application meeting, one staff technical review meeting and one Planning Commission meeting on behalf of the Client. Following the anticipated approval of the plats by the Planning Commission, CSDG expects to coordinate its recording. The Client is responsible for paying all fees and for obtaining grading and building permits.
- 9. **NOI Application:** CSDG expects to prepare one Notice of Intent application and submit it to the Tennessee Department of Environment & Conservation (TDEC) as required by TDEC for all projects greater than 1 acre in the State of Tennessee.
- 10. **Permitting and Construction Administration Services:** CSDG expects to assist the Client during the construction administration process including, kick-off meetings, shop drawing review, construction progress meetings and reports, final punch lists, as-builts, bond release requests and project acceptance letters to the City.

**II. COMPENSATION: The compensation to be paid to CSDG for providing the requested services shall be lump sum in the following amounts unless indicated otherwise:**

1. Roadway Construction Documents .....	\$18,000
2. Bridge Design / Construction Administration .....	\$55,000
3. Bridge Geotechnical Investigation .....	\$8,000
4. Updated Flood Study.....	\$10,000
5. Mahlon Moore Road Turn Lane Improvements .....	\$8,000
6. Traffic Study (50%) .....	\$7,500
7. Final Right of Way Plat.....	\$3,000
8. Planning Commission Coordination .....	\$2,000
9. NOI Application.....	\$3,000
10. Permitting and Construction Administration Services / Roadway (Assuming 6 month construction period).....	\$10,000
11. Anticipated Printing and Travel Expense (estimated) .....	\$6,500

*The client shall pay any submittal or review fees.*

**III. EXCLUSIONS: The following items are not anticipated on this project; therefore they are excluded from our scope of services. If the Client determines that any of these items are necessary, CSDG is glad to revise this proposal to include them.**

- Easement preparation
  - Sanitary sewer pump stations / force main
  - Construction Staking
  - Meetings outside of those listed in the above scope of work (i.e. neighborhood associations, zoning appeals, planning commission, etc.)
  - Design of structural retaining walls or temporary shoring
  - Preparation of opinion of probable construction costs
  - State or Federal permits other than those described in the scope
-

## PROFESSIONAL SERVICES AGREEMENT

Page 3 of 5

- IV. **PAYMENTS:** Billings for services rendered will be made monthly and payment is due within thirty (30) days of receipt of invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old.
- V. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated without cause by either party upon ten (10) days written notice. On termination by either **CLIENT** or **CSDG**, **CLIENT** shall pay **CSDG** with respect to any services performed to the date of termination (including all reimbursable expenses incurred).
- VI. **REUSE OF DOCUMENTS:** All documents including Drawings and Specifications prepared by **CSDG** pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **CSDG** for the specific purpose intended will be at **CLIENT**'s sole risk and without liability or legal exposure to **CSDG**; and **CLIENT** shall indemnify and hold harmless **CSDG** from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from.
- VII. **ACCESS TO THE SITE/JOB SITE SAFETY:** Unless otherwise stated, **CSDG** will have access to the site for activities necessary for the performance of the services. Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and sub consultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The **CLIENT** agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the **CLIENT**'s contract with the General Contractor. The **CLIENT** also agrees that the **CLIENT**, the Consultant and the Consultant's sub consultants shall be indemnified by the General Contractor and shall be made additional insured's under the General Contractor's policies of general liability insurance.
- VIII. **INDEMNIFICATIONS:** If any claim is brought against either the **CLIENT** or **CSDG** by any third party, relating in whole or in part to the negligence of the **CLIENT** or **CSDG**, each party shall indemnify the other against any loss or judgment, including attorneys' fees and costs, to the extent that such loss or expense is caused by the party's negligence.
- IX. **INSURANCE:** **CSDG** shall secure and endeavor to maintain such insurance as will protect **CSDG** from claims of negligence, bodily injury, death, or property damage which may arise from the performance of services under this Agreement.
- X. **RISK ALLOCATION:** In recognition of the relative risks, rewards and benefits of the project to both the **CLIENT** and **CSDG**, the risks have been allocated such that the **CLIENT** agrees that, to the fullest extent permitted by law, **CSDG**'s total liability to the **CLIENT** for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from cause or causes, shall not exceed (\$1,000,000) dollars. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
- XI. **DISPUTE RESOLUTION:** It is agreed by both parties that all unsettled claims, counterclaims, disputes or other matters in question arising out of or related to this Agreement shall first be attempted to be resolved by mediation. This provision can be waived by the mutual consent of the parties or by either party if its rights would be irrevocably prejudiced by a delay the right to file a lawsuit. Attorney fees, court costs and expenses shall be due to the substantially prevailing party from the opposing party.
- XII. **OPINIONS OF CONSTRUCTION COST:** Any opinion of probable construction cost prepared by **CSDG** represents **CSDG**'s judgment as design professionals and is supplied for general guidance of the
-

**PROFESSIONAL SERVICES AGREEMENT**

Page 4 of 5

**CLIENT.** Since **CSDG** has no control over the construction marketplace, **CSDG** does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to **CLIENT**.

XIII. **JURISDICTION AND VENUE:** This Agreement shall be governed by the laws of the State of Tennessee and exclusive venue for dispute resolution shall be in the Circuit Court for Maury County, Tennessee.

**City of Spring Hill**

By: 

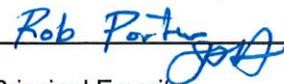
Title: Mayor

Date: 9/20/17

Address: P.O. Box 789

Spring Hill, TN 37174

**CIVIL•SITE DESIGN GROUP, P.L.L.C.**

By: 

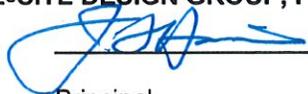
Title: Principal Emeritus

Date: 9/20/17

Address: 630 Southgate Ave., Suite A

Nashville, TN 37203

**CIVIL•SITE DESIGN GROUP, P.L.L.C.**

By: 

Title: Principal

Date: 9/20/17

Address: 630 Southgate Ave., Suite A

Nashville, TN 37203

Exhibit A

STANDARD CHARGES

Hourly Rate Basis

Classification	Rate per Hour
Principal Engineer/ Planner	\$135 - \$165
Professional Engineer	\$110 - \$145
Graduate Engineer	\$100 - \$125
Designer or Technician	\$100 - \$115
Planner	\$110 - \$135
Spec. Typist, Secretary, etc.	\$65
Landscape Architect	\$110 - \$120
Average two member survey crew	\$100 - \$130
CEI	\$85 - \$95

Note that these hourly rates are subject to change on January 1<sup>st</sup> of each year. Projects that are subject to hourly rate fees shall use the hourly rates that are in effect at the time that the work is performed. Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the subcontractor's statement plus 15 percent.

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

- a. Local automobile travel by private vehicle at the current IRS reimbursable rate.
- b. In-house printing, reproduction, and photography charges at commercial rates.
- c. Travel and living expenses for all personnel when required to be away from headquarters in connection with the work at cost.

Statements will be issued on a monthly basis.

Effective January 1, 2017

---