

RESOLUTION 08-32

**A RESOLUTION TO ACCEPT THE CONTRACT FOR CITY
ENGINEERING SERVICES**

WHEREAS, the City of Spring Hill currently uses the engineering services of Jerome Dempsey with Dempsey, Dilling, and Associates, who serves as City Engineer; and

WHEREAS, as indicated by the Internal Control and Compliance Manual for Tennessee Municipalities, that the City must ratify a contract between the City and the Engineer.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Spring Hill that Jerome Dempsey, with the engineering firm of Dempsey, Dilling and Associates, 502 Hazelwood Drive, Smyrna, Tennessee 37167, shall serve at the pleasure of the Spring Hill Board of Mayor and Aldermen, under the terms stated in the attached contract.

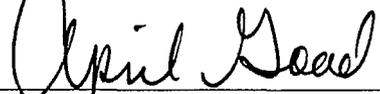
BE IT FURTHER RESOLVED that this appointment shall become effective immediately.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 18th day of August, 2008.



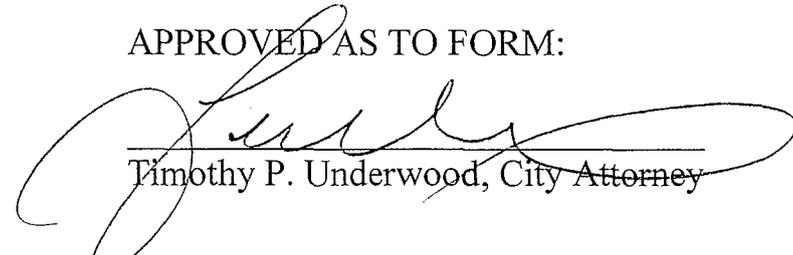
Danny M. Leverette, Mayor

ATTEST:



April Goad, City Recorder

APPROVED AS TO FORM:



Timothy P. Underwood, City Attorney



DEMPSEY, DILLING & ASSOCIATES, P.C.

ENGINEERING CONSULTANTS

August 8, 2008

Mayor Danny Leverette
199 Town Center Parkway
Smyrna, Tennessee 37167

**RE: DEMPSEY, DILLING & ASSOCIATES, P.C.
 PROPOSAL FOR ENGINEERING SERVICES**

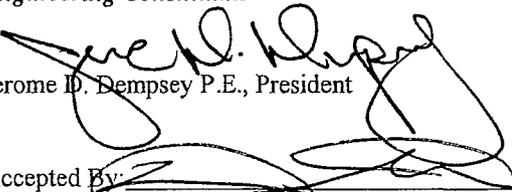
Dear Mayor Leverette:

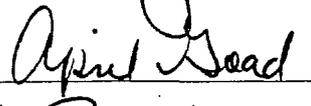
This submittal is in response to your request for a proposal for contract engineering services. It is my understanding that the City of Spring Hill would like to put in place a formal agreement with Dempsey, Dilling & Associates, P.C. Engineering Consultants (DDA), to be considered for approval by the Board of Mayor and Aldermen.

As you are aware, DDA is located in Smyrna, TN and provides a wide range of municipal engineering services. DDA staff members have a long history and knowledge of the city's growth, infrastructure systems and planning reviews. In addition our staff members have the experience to provide municipal engineering services for Planning Commission submittals review, roadways, sanitary sewer systems, water systems, storm sewer systems, wastewater and water treatment processes, parks and recreation facilities, municipal buildings and general engineering services. DDA is able to provide these quality engineering services at a competitive rate due to our low overhead and staff efficiency. DDA's proposed Standard Hourly Charge for different staff classifications are listed within the Fees section of the attached Contract Terms and Conditions which are an integral part of our proposed contract with the City of Spring Hill. We propose to provide engineering services as the engineer of record for the City of Spring Hill based on the indicated hourly rates in which the City would be invoiced monthly based on each project that services are provided.

DDA would like to thank you and the Board of Mayor and Aldermen for the opportunity to respond to your request, we trust that our past performance, dedication, knowledge and experience with the City will be an indication of our future dedication to continue to provide quality engineering services for the City of Spring Hill. If you and the Board of Mayor and Aldermen are in agreement with this contract proposal and Terms and Conditions, please have an authorized representative of the City sign both original copies, return one to our office and retain one for your records. Again, DDA wants to express our appreciation to you and the City of Spring Hill for this continued opportunity to work with the City as it continues to grow.

Sincerely,
DEMPSEY, DILLING & ASSOCIATES, P.C.
Engineering Consultants


Jerome D. Dempsey P.E., President
Accepted By: 
Title: Mayor
Date: 8/25/2008


Brad A. Dilling, P.E., Vice President
Witnessed By: 
Title: City Recorder
Date: 8-25-08

PROFESSIONAL ENGINEERING SERVICES
CONTRACT TERMS AND CONDITIONS

DEMPSEY, DILLING & ASSOCIATES, P.C.
ENGINEERING CONSULTANTS

CITY OF SPRING HILL, TENNESSEE
08-08-08

Access to the Site/Job Site Safety

Unless otherwise stated, Dempsey, Dilling & Associates, P.C. Engineering Consultants (DDA) will have access to the site for activities necessary for the performance of the services. The Client/Owner (City of Spring Hill, TN) understands that DDA is not responsible, in any way, for the means, methods, sequence, procedures, techniques, scheduling of construction, or job site safety. DDA will not be responsible for any losses or injuries that occur at the project site.

The Owner's Responsibilities:

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

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

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

Furnish DDA with any standards to be required to follow.

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

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

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

Fees

Hourly rate charges will be as follows:

<u>Classification</u>	<u>Standard Hourly Charge</u>
Principal Engineer	125.00
Engineer	100.00
Engineering Intern	90.00
Sr. CADD Designer	65.00
CADD Technician	50.00
Construction Representative	50.00
Administrative Assistant	50.00
Clerical	40.00

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

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

- a) Travel by private vehicle: standard IRS mileage rate (currently 0.505 cents per mile).
- b) In-house printing, reproduction and photography.

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

Termination of Services

This Agreement may be terminated by the Client/Owner or DDA should the other fail to perform its obligations hereunder. The Client/Owner and DDA may also, at any time, terminate the Contract for the Client/Owner's or DDA's convenience, with or without cause. Upon receipt of written notice from the Client/Owner or DDA of such termination for the Client/Owner's or DDA's convenience, DDA shall cease work. In the event of termination by either party, the Owner/Client shall pay for all services rendered to the date of termination and all-reimbursable expenses. The Client/Owner or DDA shall have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination.

Payment

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

Insurance

DDA shall secure and maintain professional liability insurance in the amount of \$1,000,000.00 as will protect it from claims of bodily injury, death or property damage, which may arise from the performance of service under this Agreement. DDA will provide the City of Spring Hill a certificate of insurance for their professional liability coverage.

Ownership of Documents

All documents, including, but not limited to, drawings, specifications, reports, calculations and computer software documents, programs and spreadsheets prepared by DDA pursuant to this Agreement are instruments of service in respect to any project. They are not intended or represented to be suitable for reuse by Client/Owner or others on modifications or extensions of this project in the future or on any other project. Any reuse without prior written approval by DDA for the specific purpose intended will be at the Client/Owner's sole risk and without liability or legal exposure to DDA. Client/Owner shall defend, indemnify and hold harmless DDA and its sub-consultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorney's fees, arising out of or as a result from such reuse, to the extent permitted by law. Any verification for another purpose or adaptation of documents will entitle DDA to additional compensation at rates to be agreed upon by Client/Owner and DDA. Except as otherwise provided herein, documents, drawings, and specifications prepared by DDA and furnished to Client/Owner as

part of the services under this Agreement shall become the property of the Client/Owner, provided,

however, that DDA shall have the unrestricted right to their use. DDA shall retain any copyright and ownership rights in its design, drawing details, specifications, databases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the services under this Agreement shall remain the property of DDA.

Changes

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

Applicable Laws

This Agreement shall be governed by the laws of the State of Tennessee.

Opinion of Construction Cost

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/12/2008

PRODUCER (901) 820-0400 row Friedman Group, LLC 141 Wheelis Dr. Memphis, TN 38117		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Dempsey, Dilling & Associates, P.C. 502 Hazelwood Drive Smyrna, TN 37167-		INSURERS AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Co. INSURER B: Sentinel Insurance Company Ltd. INSURER C: XL Specialty Insurance Company INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	20SBATH5419	9/16/2007	9/16/2008	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY	20UECND1962	4/2/2008	4/2/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
		EXCESS/UMBRELLA LIABILITY				AUTO ONLY: AGG \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$
		<input type="checkbox"/> DEDUCTIBLE				AGGREGATE \$
		RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTH-ER
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$
		OTHER				E.L. DISEASE - EA EMPLOYEE \$
C		Professional Liability	DPF9607281	9/16/2007	9/16/2008	Each Claim \$1,000,000
C		Professional Liability	DPF9607281	9/16/2007	9/16/2008	Annual Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Speciman
For Proposal Only
Cancellation Clause Does Not Apply

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE