

RESOLUTION 25-224

A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH OHM ADVISORS

WHEREAS, the City of Spring Hill has utilized OHM Advisors to extend its GIS capabilities and provide support for other departments, and

WHEREAS, the City of Spring Hill would like to continue working with OHM Advisors, and

WHEREAS, funds in the amount of \$38,000.00 were budgeted in fiscal year 2025-2026 to be paid out of line 110-41642-59804, and

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

1. To approve the Professional Services Agreement with OHM Advisors attached to perform Tasks 1-4 (GIS Services referenced in attached proposal) in the amount of \$38,000, to be coded to 110-41642-54549.
2. To authorize the Mayor to execute the agreement with OHM Advisors.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 15th day of September 2025.


Matt Fitterer, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Patrick Carter, City Attorney



MEMORANDUM

TO: Board of Mayor and Aldermen
FROM: David Kerr, GIS Director
DATE: September 15, 2025
RE: Consideration of Resolution 25-224

PURPOSE:

To authorize the mayor to execute a professional services agreement with OHM Advisors for General Fund GIS Services.

BACKGROUND:

- I. The City of Spring Hill has utilized professional services from OHM Advisors to expand its GIS department's capabilities and support other department's GIS needs.
- II. Funds have been allocated in the amount of \$38,000.00 from line 110-41642-59804 in the budget for fiscal year 25-26.
- III. The City of Spring Hill wishes to continue its collaboration with OHM Advisors.

STAFF RECOMMENDATION:

Staff recommends approval Resolution 25-224 to authorize a professional services agreement with OHM Advisors.



CITY OF SPRING HILL

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www.springhilltn.org



ARCHITECTS. ENGINEERS. PLANNERS.

September 4, 2025

Mr. David Kerr, GIS Manager
City of Spring Hill
199 Town Center Parkway
Spring Hill, TN 37174

RE: Proposal for Professional Services
2025-2026 GIS Services

Dear Mr. Kerr:

Thank you for continuing to allow OHM Advisors to provide professional services to the City of Spring Hill (City) for assistance in expanding the usage of your current Geographic Information System (GIS). We have prepared this letter proposal based on our work alongside City GIS staff to create and maintain GIS across departments in the City of Spring Hill. This proposal represents our understanding of the project, scope of services, schedule, and compensation.

Statement of Understanding

Early on in discussions, the City and OHM agreed to establish each City department in GIS. This began with a full inventory of the City's current GIS data and discussions with each department about their current workflows and needs. OHM then proceeded to establish the City's online GIS environment and create group pages specific to each department. Existing data was updated and formatted to allow for continuous updates and inspections. OHM hopes to continue to work alongside the City to further bolster their use of GIS.

The City's ArcGIS Online environment is constantly evolving as departments collaborate and new staff are brought on. Data is shared across departments, and general administration of data access and groups is constantly required to maintain data organization and security.

To aid the City's overall GIS efforts into 2025-2026, this general as-needed proposal has been broken down into tasks by department.

Scope of Services

Task 1: GIS Department General Support

OHM will provide ongoing support as requested by the GIS Department and City Management. This includes but is not limited to:

- ArcGIS Online Administration
- Software application support and recommendations
- Reference and training documentation
- Data updates and assistance
- Any tasks assigned by the City GIS Manager



Task 2: Parks and Recreation Department General Support

To aid the Park and Recreation Department in the maintenance and upkeep of their current and future GIS efforts, OHM Advisors will include continued ArcGIS Online administrative support and as-requested support for GIS data creation and updates, application development (field/desktop), and application training and support, as well as any other potential GIS needs that may arise from the department.

OHM will provide ongoing support as requested by Parks and Recreation. This includes but is not limited to:

- Data edits and creation
- Field map and application changes
- Field map and application creation
- Maintenance and upkeep of custom solutions
- In-person meetings and training
- Reference documentation
- Software application support and recommendations

Task 3: Planning and Zoning Department General Support

To aid Planning and Zoning in the maintenance and upkeep of their current and future GIS dashboards and applications, OHM Advisors will include continued ArcGIS Online administrative support and as-requested support for GIS data creation and updates, application development (Field/desktop), and application training and support, as well as any other potential GIS needs that may arise from the department.

OHM will provide ongoing support as requested by the Planning and Zoning Department. This includes but is not limited to:

- Data edits and creation
- Field map and application changes
- Field map and application creation
- Maintenance and upkeep of custom solutions
- In-person meetings and training
- Reference documentation
- Software application support and recommendations

Task 4: Public Works Department General Support

To aid Public Works in the maintenance and upkeep of their current and future GIS efforts, OHM Advisors will include continued ArcGIS Online administrative support and as-requested support for GIS data creation and updates, application development (Field/desktop), and application training and support, as well as any other potential GIS needs that may arise from the department. This includes updates to roadway, sign, stormwater, and bulk pick up applications and data, as well as any other requests from Public Works staff.

OHM will provide ongoing support as requested by Public Works. This includes but is not limited to:

- Data edits and creation
- Field map and application changes
- Field map and application creation



- Maintenance and upkeep of custom solutions such as vehicle tracking and bulk pickup
- In-person meetings and training
- Reference documentation
- Software application support and recommendations

Clarifications:

- OHM and City will discuss the level of effort required for each additional task and determine a proposed budget for the requested services. No work will proceed without consent from staff.
- OHM will keep City GIS staff updated as budget is used. Budget can be shifted between tasks as the City GIS Manager sees fit.

Schedule

This as-needed general services agreement is intended to span the 2026 calendar year. We are prepared to commence work on this project immediately.

Compensation

OHM Advisors will provide the above-outlined professional services in accordance with the following fee schedule. Rates are subject to change per calendar year. Exhibit 2 (attached), “Standard Terms and Conditions”, is incorporated into this proposal by reference.

Budgets between tasks will be reallocated, if necessary, based on the needs and changes in scope. Should deviations in the Scope of Work cause any additional work tasks or Additional Services to be required, an amendment to this Proposal will be necessary.

Proposed Task Description	2025 Budget
Task 1: GIS Department General Support	\$ 10,000
Task 2: Parks and Recreation General Support	\$ 8,000
Task 3: Planning and Zoning Department General Support	\$ 10,000
Task 4: Public Works Department General Support	\$ 10,000
TOTAL	\$ 38,000

Notes: “Hourly (Estimated Fee)” represents the budget estimate for 2025 (per the rates identified in our Hourly Rate Schedule). Rates are subject to change for work completed in 2025 vs 2026. Budget estimate shall serve as a maximum. Any requested work beyond this fee must be approved by the City prior to proceeding.

Authorization and Acceptance

If this proposal is acceptable to you, your signature on this letter with a copy returned to me will serve as our authorization to proceed.

Thank you for giving us the opportunity to be of service. We look forward to working with you on this project. This proposal is valid for 30 days. If you have any questions or comments, please contact me at Rebecca.Brown@ohm-advisors.com or (270) 792-5027.



Sincerely,
OHM Advisors

Rebecca B

Rebecca Brown
GIS Manager - Tennessee
Date: 09/04/2025

Acceptance
City of Spring Hill, TN

Matt Fitterer

Name: Matt Fitterer, Mayor
City of Spring Hill, Tennessee
Date: 9-15-2025

Attachments: 2025 Standard Rate Schedule
Terms and Conditions

OHM ADVISORS
2025 HOURLY RATE SCHEDULE



Classification	Level				
	I	II	III	IV	V
Professional Engineer	\$160	\$172	\$186	\$205	\$215
Graduate Engineer	\$140	\$150	\$154	\$162	\$175
Architect/Interior Designer	\$110	\$138	\$165	\$193	\$220
Landscape Architect	\$125	\$130	\$150	\$165	\$180
Planner	\$115	\$135	\$160	\$175	\$185
Project Coordinator/Urban Designer	\$85	\$120	\$130	\$155	\$175
Design Technician	\$110	\$128	\$145	\$163	\$180
Technician	\$105	\$123	\$140	\$156	\$165
Project Specialist	\$135	\$165	\$195	\$220	\$235
Professional Surveyor	\$150	\$166	\$180	\$195	\$210
Surveyor	\$110	\$126	\$138	\$153	\$168

Classification	I	II	III
Administrative Support	\$80	\$105	\$130
Technical Aide	\$80	\$85	\$90
Subject Matter Expert	\$235	\$285	\$360

Principal	\$237
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Rates as reflected subject to review and adjustment on an annual basis.

TERMS & CONDITIONS



1. **THE AGREEMENT.** These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Tennessee firm, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. **CLIENT RESPONSIBILITIES.** CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. **PROJECT INFORMATION.** OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. **PERIOD OF SERVICE.** The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. **COMPENSATION.** CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. **TERMS OF PAYMENT.** Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. **STANDARD OF CARE.** OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. **RESTRICTION OF REMEDIES.** OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. **LIMIT OF LIABILITY.** To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. **ASSIGNMENT.** Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. **NO WAIVER.** Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. **GOVERNING LAW.** The laws of the State of Tennessee will govern the validity of this Agreement, its interpretation and performance.
13. **INSTRUMENTS OF SERVICE.** OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. **CERTIFICATIONS.** OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. **TERMINATION.** Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. **RIGHT TO SUSPEND SERVICES.** In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.

17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.