

**RESOLUTION 18-205**

**A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A PROPOSAL FOR UTILITY RELOCATION DESIGN AND CEI SERVICES WITH DEMPSEY DILLING & ASSOCIATES FOR THE SATURN PARKWAY INTERCHANGE PHASE 3**

**WHEREAS**, the Tennessee Department of Transportation is currently modifying Saturn Parkway to add an interchange for GM traffic (TDOT Project DB1601); and

**WHEREAS**, the City of Spring Hill has existing utilities in Phase 3 which need to be moved to avoid being in conflict with the modifications; and

**WHEREAS**, Dempsey, Dilling & Associates designed the utility rainbow plans and performed CEI services for previous phases of construction on behalf of the City of Spring Hill; and

**WHEREAS**, at the request of the City of Spring Hill based upon the aforementioned work and the current contract for professional services, Dempsey, Dilling & Associates prepared and submitted a proposal for professional services to design the utility rainbow plans and perform CEI services for Phase 3 of the Saturn Parkway Interchange for the City of Spring Hill; and

**WHEREAS**, the proposal from Dempsey, Dilling & Associates provides for a scope of services with requirements of the State of Tennessee and City standards for water line engineering and CEI services in the amount of \$84,551.20 and for sewer line engineering and CEI services in the amount of \$52,969.20 with funding to be taken from Water Development Reserves and Sewer Development Reserves, respectively, in the 2018-2019 budget year.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Spring Hill authorizes the Mayor of the City of Spring Hill, TN to sign the Proposal for Utility Relocation Design and CEI Services with Dempsey, Dilling & Associates for the Saturn Parkway Interchange Phase 3 for a total cost of \$137,520.40.

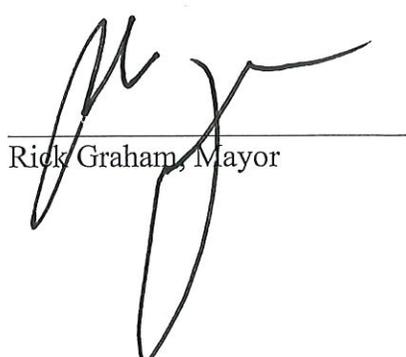
**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on this 15<sup>th</sup> day of October, 2018.**

ATTEST:

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

LEGAL FORM APPROVED:

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

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

**SUBJECT:** Resolution to authorize the mayor to sign a proposal for utility relocation design and CEI services for Phase 3 of the Saturn Parkway Interchange

**DATE:** October 12, 2018

**ATTENTION:** Board of Mayor and Aldermen

**STAFF:** Missy Stahl, Senior Project Manager



---

### STAFF MEMORANDUM

The Tennessee Department of Transportation (TDOT) and Superior Construction held a pre-conference meeting on October 3, 2018 to review construction for Phase 3 of the Saturn Parkway extension. Phase 3 is the interchange off Saturn Parkway for the GM truck and employee traffic. Due to the size and complexity of this phase, TDOT has opted to split it into two phases: 3A and 3B. Rainbow utility plans are due for both phases December 11, 2018.

The City of Spring Hill does not have any utilities in conflict in phase 3A. There are utility conflicts in phase 3B. Dempsey, Dilling and Associates (DDA) designed the utility rainbow plans and performed CEI services for the previous phases. Staff requested a cost proposal from DDA for the same services for Phase 3. Sewer line design engineering and CEI services would be \$52,969.20 and the water line design engineering and CEI services would be \$84,551.20. The total cost of the proposal is \$137,520.40.

Staff recommends utilizing DDA for the aforementioned services for Phase 3 and recommends that funding for these services be taken from Water Development Reserves and Sewer Development Reserves.



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

October 11, 2018

File No. 0100-431

Ms. Missy Stahl  
City of Spring Hill Project Manager  
199 Town Center Parkway  
Spring Hill, Tennessee 37174

**RE: MAURY COUNTY PROJECT; PROJECT: DB/PIN 123399.00  
S.R. 396 (SATURN PARKWAY EXTENSION PROJECT 3B)  
CITY OF SPRING HILL UTILITIES RELOCATION  
(SEWER AND WATER)**

Dear Ms. Stahl:

Dempsey, Dilling & Associates, P.C. (DDA) has reviewed the Saturn Parkway Extension plans provided by Superior Construction in order to develop the TDOT Estimates of Engineering Cost (Design Engineering and CEI Services). As you are aware, there is an existing 10-inch diameter sewer force main and a 10-inch diameter water line located along the south side of Beechcroft Road which will require certain lengths to be relocated due to the Saturn Parkway Extension Project B. As developed from TDOT's attached worksheets are the following proposed fees for engineering services:

**SEWER:**

The sewer utility relocation consists of approximately 440 linear feet (LF) of new 10-inch force main, 60 LF of open cut 20-inch steel casing, one manhole, ductile iron fittings, one 10-inch plug valve, one 2-inch combination air/vacuum release valve, concrete encasement, tie-in connections, flowable fill in retired force main and associated items for a complete relocation project. The existing sewer force main is shown as 100% within private easement on TDOT's plans, however this will have to be verified with easement documents.

We propose an engineering and CEI services fee in the amount of \$52,969.20.

**WATER**

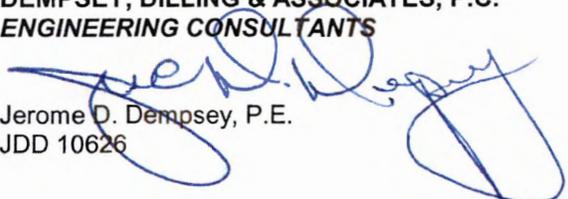
The water utility relocation consists of approximately 2,075 linear feet (LF) of new 10-inch water line, 20 LF of new 6-inch water line, 40 LF of bore and jack casing pipe, 40 LF of open cut steel casing pipe, six 10-inch gate valve assemblies, 6-inch and 10-inch water line connections, two relocate/reconnect service assemblies, copper service lines, three fire hydrant assemblies, ductile iron fittings, concrete encasement, cut and cap existing water lines and associated items for a complete water line relocation project. The existing water line is shown as 44% within private easements and 56% public ROW, however this will have to be verified with easement documents.

We propose an engineering and CEI services fee in the amount of \$84,551.20.

For a detailed cost breakdown please see attached spreadsheets. Should you have any questions or comments, give me a call.

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

Jerome D. Dempsey, P.E.  
JDD 10626



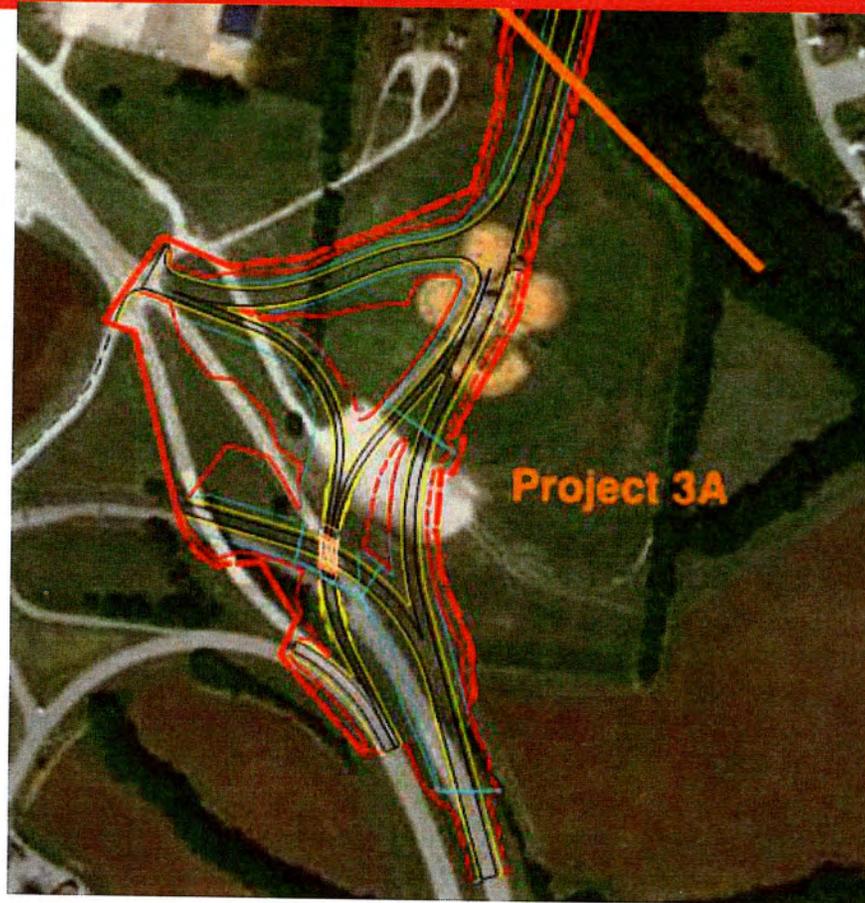


**SUPERIOR**

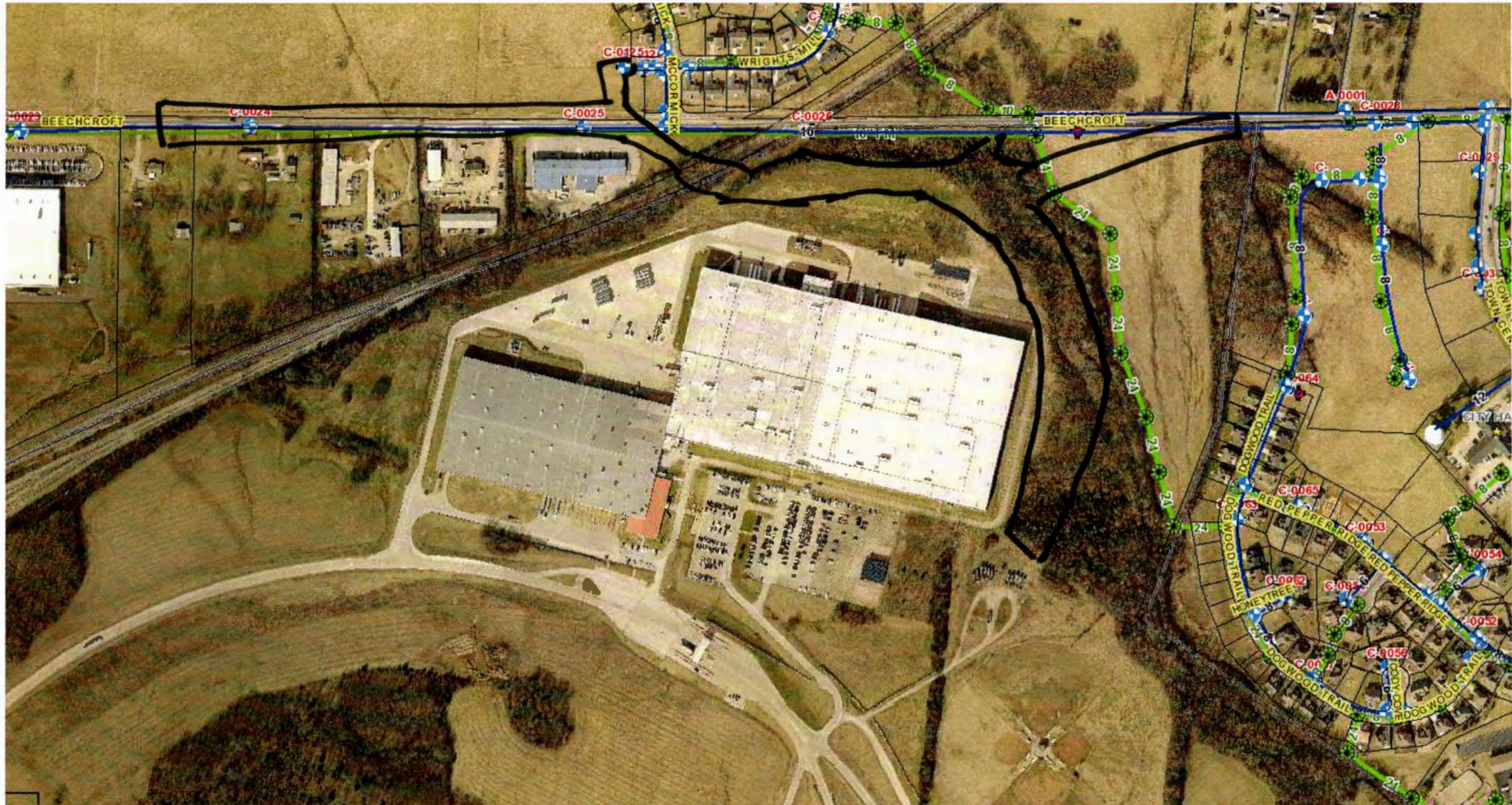
**CONSTRUCTION**

DB1601 Project 3A Preconstruction Meeting

# Saturn Parkway Design







**SPRING HILL PROFESSIONAL SERVICES AGREEMENT**  
Saturn Parkway Extension Phase 3 Utility Design and CEI Services

THIS SERVICES AGREEMENT (“Agreement”) is made by and between THE CITY OF SPRING HILL, TENNESSEE (the “City”) and Dempsey, Dilling and Associates, PLLC (“Consultant”) (collectively as “Parties”), and is entered into on October 15, 2018, and is effective as of the Effective Date set forth herein.

RECITALS:

WHEREAS, the City requires services it cannot provide itself and desires to contract with a third-party independent contractor to provide said services for the City’s benefit; and

WHEREAS, pursuant to state law, the City currently has a contract for services with Dempsey, Dilling and Associates, PLLC; and

WHEREAS, the City has selected the consultant to provide the services it desires.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties do hereby agree to the following:

1. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be October 15, 2018.
2. **TERM.** The term of this Agreement shall be from the Effective Date herein through \_\_October 15, 2020\_\_ or until completion of project, whichever occurs first. The Parties may extend this Agreement in writing, with or without modification, as agreed upon by the Parties.
3. **INSURANCE.** Consultant shall maintain in full force and effect, during the entire term of this Agreement, liability insurance, along with commercial general liability, workers’ compensation and automobile insurance, in the minimum limits set forth below, naming City as an additional insured, and shall provide to the City certificates of insurance upon reasonable request.
  - a. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence;

- b. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence for bodily injury and property damage;
- c. Workers' compensation insurance as required by the State of Tennessee. The Provider agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Provider for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

4. **CONSULTANT RESPONSIBILITIES.**

- a. Provide rainbow utility design for water line relocations and sewer line relocations for Phase 3 of the Saturn Parkway extension per construction plans provided by Tennessee Department of Transportation.
- b. Provide CEI services for the water line relocations and sewer line relocations during construction phase.

5. **CITY'S RESPONSIBILITIES.**

- a. Provide assistance as requested by contractor.

6. **INDEPENDENT CONTRACTOR.** It is expressly agreed and understood that Consultant is an independent contractor and shall not represent itself, its agents or employees as agents or employees of the City. Nothing herein is to be construed as to create any employer-employee relationship between Consultant and the City; and neither Consultant nor any of its employees shall be deemed to be employees or agents of the City. At all times material to this Agreement, any subcontractors or agents employed by Consultant shall be considered acting under the supervision, direction and control of City.

7. **AMENDMENT AND TERMINATION.** This Agreement may be terminated without cause at any time by either Party through the issuance of a thirty (30) day written notice pursuant to this Agreement. Termination with cause shall not require advance notice.

9. **NO CONFLICT OF INTEREST.** No City official, employee or member of the governing body of the City shall be admitted to any share or part of this Agreement or to

any benefit to arise from the same. Likewise, no officer, employee, or member of the governing body of Consultant or who exercises any function or responsibilities in connection with the carrying out of the project to which this Agreement pertains shall have any private interest, direct or indirect, in this Agreement.

10. **ASSIGNMENT; SUBCONTRACTING.** This Agreement may not be assigned by either Party. The Consultant shall not subcontract its responsibility pursuant to this Agreement to a third party.

11. **MODIFICATION.** This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Consultant and the City.

12. **NONDISCRIMINATION.** Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, the Consultant agrees that harassment or discrimination directed toward a permit applicant, a City employee, or a citizen by the Consultant or Consultant's employee or subconsultant on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, sex, age, or sexual orientation will not be tolerated. The Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

13. **EXECUTION IN COUNTERPARTS.** This Agreement may not be amended, changed, modified, altered or terminated except by instrument in writing signed by the Parties. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14. **TIME.** The Contractor shall finish within the agreed upon time frame.

15. **VENUE AND JURISDICTION.** The venue and jurisdiction for any disputes arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.

16. **INDEMNITY.** Consultant shall provide a defense, indemnify and hold the City harmless from and against any and all claims arising from Consultant or from the conduct of its business or from any activity, work, or things, including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action arising there from.

17. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

18. **FORCE MAJEURE.** The Parties shall not be liable to each other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond their respective 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 the parties, and unusually severe weather. The Parties agree to notify each other of the existence and nature of any delay.

19. **BINDING EFFECT.** This Agreement shall inure to the benefit of and shall be binding upon City and Consultant and their respective heirs, administrators, successors and assigns.

20. **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.

21. **NOTICES.** All notices 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: Jerome Dempsey  
Dempsey Dillinger Associates, P.C.  
502 Hazelwood Drive  
Spring Hill TN 37169

If to City: Mayor Rick Graham  
199 Town Center Parkway  
P.O. Box 789  
Spring Hill, TN 37174

Copy to: Patrick M. Carter, Esq.  
Middle Tennessee Law Group, PLLC  
d/b/a Wolaver, Carter & Heffington  
809 South Main Street, Suite 100  
Columbia, TN 38401

City and Consultant may, by notice given hereunder, designate from time to time any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

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

23. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Consultant and the City and supersedes all prior negotiations, representations and agreements either written or oral, unless otherwise expressly stated herein.

24. **PAYMENT OF EXPENSES; BREACH.** Each of the Parties to this Agreement shall pay his/her/its own expenses, costs and attorney's fees associated with the negotiation, preparation, execution and delivery of this Agreement and the documents related thereto and the consummation of the transactions contemplated herein. In the event of a breach in the performance of any of the provisions of this Agreement or any of the documents related thereto, the breaching party shall pay the reasonable attorney's fees and court costs of the non-breaching party associated with the enforcement of any of the provisions of any such document or this Agreement.

IN WITNESS WHEREOF, Consultant and the City have caused their duly authorized representatives to execute and deliver this Agreement, all as of the day and year first written above.

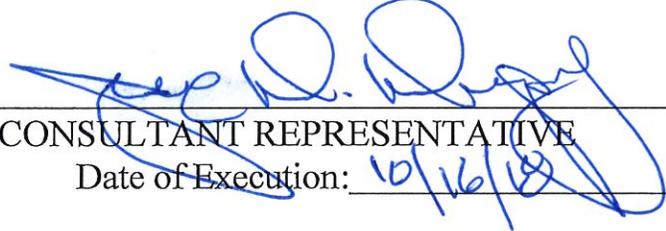
CITY OF SPRING HILL, a Tennessee municipality

By:  For Rick Graham

RICK GRAHAM

Mayor of Spring Hill

Date of Execution: 10/15/2018

By: 

CONSULTANT REPRESENTATIVE

Date of Execution: 10/16/18