

RESOLUTION 20-28

TO APPROVE PROFESSIONAL SERVICES AGREEMENT WITH TUCK-HINTON FOR THE PREPARATION OF A MASTER PLAN FOR RIPPAVILLA PLANTATION

WHEREAS, the Board of Mayor and Aldermen of the City of Spring Hill, adopted Resolution 17-51, accepting the donation of Rippavilla Plantation from Rippavilla Inc. on May 15, 2017; and

WHEREAS, the Board of Mayor and Aldermen of City of Spring Hill, adopted Resolution 18-15A on February 20, 2018 accepting the recommendation of the Rippavilla Task Force to contract with a third-party organization for the day to day operations of Rippavilla Plantation; and

WHEREAS, the Board of Mayor and Aldermen of City of Spring Hill, adopted Resolution 18-15A also accepting the recommendation of the Rippavilla Task Force to form a Tourism Council whose duties would include overseeing the completion of a Master Plan for Rippavilla Plantation; and

WHEREAS, the Board of Mayor and Aldermen of City of Spring Hill, adopted Resolution 18-15A also accepting the recommendation of the Rippavilla Task Force to fund and complete, in coordination with the Operating Entity, a Master Plan for Rippavilla Plantation, subject to selection, approval and awarding a consultant by the Board of Mayor and Aldermen of the City of Spring Hill; and

WHEREAS, the City of Spring Hill utilized a qualification-based selection process that included the issuance of a Request for Qualifications approved by the Board of Mayor and Aldermen from which the City received eight (8) submittals after which a selection committee comprised of City staff, members of the Tourism Council, and representatives from Rippavilla, Inc. performed oral interviews with three (3) consultant firms; and

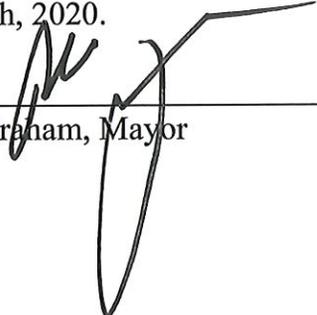
WHEREAS, the selection committee recommended Tuck-Hinton as the preferred consultant team for the City to negotiate a professional services agreement; and

WHEREAS, the City of Spring Hill, Board of Mayor and Aldermen established a budget of \$75,000.00 from the hotel/motel tax for the Rippavilla Master Plan project; and

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

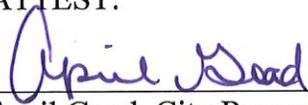
1. The Board of Mayor and Aldermen approves the Professional Services Agreement and Exhibit A attached hereto to contract with Tuck-Hinton to prepare a master plan for Rippavilla Plantation to be completed within six (6) months of issuance of a Notice to Proceed for a lump sum cost inclusive of expenses in the amount of \$75,000.00.
2. Authorize the Mayor to execute the Professional Services Agreement and Exhibit A attached hereto.

Passed and adopted this 16th day of March, 2020.



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 20-28*
SUBMITTED BY: Kayce Williams, Economic Development Coordinator
DATE: February 24, 2020
RE: Contract for Rippavilla Plantation Master Plan
ATTACHMENTS: Draft Contract, Exhibit A

PURPOSE:

To approve the Professional Services Agreement with Tuck-Hinton for the preparation of a master plan for Rippavilla Plantation to be completed over a 6 month period for a lump sum fee amount of \$75,000.

BACKGROUND:

The City received 8 responses to the Rippavilla Master Plan RFQ. The selection committee comprised of City staff, members of the Tourism Council, and representatives from Rippavilla, Inc. identified a short list of consultant firms to conduct interviews. Interviews were conducted with three firms. Following interviews, the selection committee recommended engaging Tuck-Hinton. The City requested Tuck-Hinton present the city with a scope of work, schedule and corresponding fee amount along with a request to utilize the city's standard professional services agreement. Tuck-Hinton provided the city with a scope of work and corresponding schedule that is attached as exhibit a to professional services agreement along with a lump sum amount inclusive of reimbursable expenses in the amount of \$75,000.

The Professional Services Agreement was modified to reflect the specific Exhibit and points of contact for the consultant along with the inclusion of Exhibit A reflecting the scope of work and schedule for review and consideration by the Board.

FINANCIAL IMPACT:

The FY2019-20 budget approved by the Board of Mayor and Aldermen includes an appropriation in the amount of \$75,000 from the Hotel-Motel Tax fund to be used for the preparation of a master plan for Rippavilla Plantation. The Professional Services Agreement contains a lump sum fee amount inclusive of expenses in the amount of \$75,000.00.



STAFF RECOMMENDATION:

Staff recommends approval of Resolution 20-28 to approve the Professional Services Agreement with Tuck-Hinton for the preparation of a master plan for Rippavilla Plantation to be completed within a six (6) month period for a lump sum amount of \$75,000 and to authorize the Mayor to execute the Professional Services Agreement.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF SPRING HILL, TENNESSEE
AND TUCK-HINTON ARCHITECTURE & DESIGN**

THIS AGREEMENT is made this the 16th day of March, 2020, by and between **CITY OF SPRING HILL, TENNESSEE** (hereinafter "City"), Tuck-Hinton Architecture & Design, 508 Houston Street, Nashville, TN, 37203 (hereinafter "Consultant").

WITNESSETH:

WHEREAS, the City has determined to enter into an agreement with a consulting firm that affirms itself to have extensive experience in master planning/historic site master planning; 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 to prepare a comprehensive master plan for Rippavilla Plantation and provide 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:

a. See attached Exhibit A, Column A (Scope of Services)

2. All documents prepared by Consultant that form a part of the services rendered hereunder shall, upon completion of the exhibits, 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 and prompt 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).

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

6. Designate, in writing, a single person to act as Consultant point of contact with the City. The contact person for the City Administrator or his/her designee.

8. 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.

9. Provide information previously assembled by others, including reports, legal documents, marketing materials, and other special data or consultation.

ARTICLE 3 - TERM

1. The services of the Consultant shall be undertaken and completed within 6 months (26 weeks) of the execution of the contract, unless otherwise agreed upon by the City. The milestone schedule for completion of the Scope of Services shall be as provided in Exhibit A: Column B (Schedule). Additional time may be provided at the discretion of the City.

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 Article 1, in the lump sum fee amount of Seventy-five Thousand dollars (\$75,000). Lump sum fee is inclusive of incidental expenses as defined in Exhibit A: Qualifications. Additional reimbursable expenses if requested or required by the City must be authorized in writing by the City. Reimbursable expenses shall be invoiced by the Consultant at direct expense to the City.

2. Invoices shall be submitted by Consultant to the City in monthly statements for services rendered, if any. The statements shall be based on percent completion of the lump sum amount, and incurred 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 fifteen (15) 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.

4. If the City delays the Project for more than six months (6) beyond the designated date when work is scheduled to begin, which is more particularly defined as the date this Agreement is executed, then the lump sum as designated in Sub-Paragraph 1 of this Section shall be increased by three percent (3%) per year. The intent of this language is that the increase shall be cumulative, as a delay would cause Consultant to have to revisit the plans created in accordance with the designated start date as defined herein.

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. 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 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 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 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 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 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 - 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:  _____
Rick Graham, Mayor

**TUCK-HINTON ARCHITECTURE &
DESIGN**

By: Mary Roskilly

Mary Roskilly, Partner/Principal

TASK 3: VISIONING THE FUTURE		4 WEEKS
A	Stakeholder Meeting: Review results of Task 1 and 2 with City Staff, Tourism Council, Historic Commission, Parks & Rec Commission, Economic Development Commission, Rippavilla Inc.	STAKEHOLDER MEETING #1
B	Prepare presentation of results from engagement activities from Task 1 for review/approval	
C	Prepare presentation of preliminary results from Task 2 for review/approval	
D	BOMA Meeting: Update/briefing of project status	BOMA MEETING #1 (WORK SESSION)
E	Prepare workshop activities and materials for charettes for review/approval	
F	Town Hall Meeting: Community/Public Workshop/Charette at City Hall or Rippavilla	TOWN HALL MEETING #1
	Deliverables:	
	task 1 & 2 preliminary findings presentations (task 3B & 3C)	
	drawings and imagery boards for use at workshop/charette (task 3E)	
	summary report from workshop/charette (task 3F)	
TASK 4: CONCEPT DEVELOPMENT		4 WEEKS
A	Project goal distillment from Task 1-3	
B	Team worksession and review of Goals/Objectives to narrow focus of planning and design direction	
C	Potential Stakeholder Meeting : Review with with City Staff, Tourism Council, Historic Commission, Parks & Rec Commission, Economic Development Commission, Rippavilla Inc.	STAKEHOLDER MEETING #2 (if necessary)
D	Prepare preliminary elements of Interpretive Plan	
E	Development of site concept plans (up to 3 options) with preliminary viability evaluation of each	
F	Prepare presentation of Concept Development for review/approval	
G	Town Hall Meeting: Community/Public Presentation/Worksession at City Hall	TOWN HALL MEETING #2
H	Meeting summary report	
	Deliverables:	
	goal summary from task 1-3 (task 4A)	
	preliminary interpretive plan outline (task 4D)	
	concept plan options and descriptions (task 4E)	
	concept development presentation (task 4F)	
	summary report from presentation/worksession (task 4G & 4H))	

TASK 5: DRAFT PLAN DEVELOPMENT AND REFINEMENT		4 WEEKS
A	Team debrief to clarify planning and design direction	
B	Stakeholder Meeting : Review with with City Staff, Tourism Council, Historic Commission, Parks & Rec Commission, Economic Development Commission, Rippavilla Inc.	STAKEHOLDER MEETING #3
C	Draft Plan Development	
D	Refinement of Market/Use Assessment	
E	Refinement of Interpretive Plan	
F	Identification of any hurdles in public policy - conservation easement, zoning, permitting	
G	Prepare preliminary elements of Disaster Plan	
H	Prepare preliminary estimates of construction, maintenance, & operations costs, along with revenue projections, and potential phasing recommendations	
I	Prepare presentation of Draft Plan for review/approval	
J	Town Hall Meeting: Community/Public Presentation(s) at City Hall	TOWN HALL MEETING #3
K	Meeting summary report	
	Deliverables:	
	draft market/use assessment report with preliminary recommendations (task 5D)	
	draft interpretive plan with preliminary recommendations (task 5E)	
	preliminary disaster plan outline (task 5G)	
	preliminary business plan outline (task 5H)	
	draft plan drawings, imagery, and description (task 5I)	
	summary report from presentation (task 5J & 5K)	

TASK 6: FINAL PLAN		8 WEEKS
A	Final document creation	
B	Tourism Council Meeting: Final presentation for approval/recommendation	TOURISM COUNCIL MEETING
C	Post documents for review/comment	
D	BOMA Meeting: Present preferred plan for comment	BOMA MEETING #2 (WORK SESSION)
E	BOMA Meeting: Present preferred plan for approval/vote	BOMA MEETING #3 (VOTE)
F	Final Plan Deliverables:	
	Vision Statement	
	Executive Summary	
	Historic Overview	
	Organization Overview and Goal/Objectives for Use of Rippavilla	
	Master Plan	
	Preservation Plan	
	Use Plan	
	Disaster Plan	
	Interpretive Plan	
	Business Plan	

QUALIFICATIONS	
	The lump sum fee identified in the PSA includes incidental travel to/from Spring Hill and in house printing.
	ADDITIONAL REIMBURSABLE EXPENSES:
	The following are not included in the fee and can be provided if required or requested by the City:
	Renderings: We have not included professional renderings within our initial Scope of Services. If required, each view could cost up to an additional \$2,000.
	Large Format Printing: We have not included the cost of printing of large format boards for presentations/workshops/charettes. Our assumption is that we can provide the digital files and the City would order directly if required.
	Final Deliverable Booklets: We have not included any print copies of final deliverables. Our assumption is that we can provide the digital files and the City would order directly if required.
	Additional Meetings: We have not included time for meetings/workshops/presentations outside of those identified above.
	Additional Concept Studies: We have provided for up to 3 different concept studies in the Concept Development phase.

A: SCOPE OF SERVICES		B: SCHEDULE
TASK 1: PROJECT KICKOFF AND EXISTING CONDITIONS ASSESSMENT		6 WEEKS - CONCURRENT WITH TASK 2
A	Team kickoff meeting with City Staff, Tourism Council, & Rippavilla Inc.	
B	Review and assemble relevant historical data, reports, maps, zoning, conservation easement, other applicable policy documents, and other baseline information	
C	Develop site electronic base map with aerial imagery	
D	Document existing conditions and assess existing structures	
E	Site analysis diagrams, transportation/access analysis, viewshed mapping	
F	Stakeholder group interviews for issue identification and storytelling	
	Deliverables:	
	summary list of available applicable reference materials (task 1B)	
	base map from (task 1C & 1D)	
	existing conditions report and recommendations (task 1D)	
	applicable site analysis diagrams (task 1E)	
	summary report from stakeholder interviews (task 1F)	
TASK 2: MARKET/USE ASSESSMENT		6 WEEKS - CONCURRENT WITH TASK 1
A	Online surveys to gather data from community and stakeholder groups on preferences and viability of different uses for site	
B	Identification of comparable area/properties - market trends and best practices	
C	Data analysis including charts and graphs to illustrate results	
D	Recommendations regarding the potential for different uses on the property - to continue to be explored and developed during future tasks	
	Deliverables:	
	engagement/survey summary report (task 2A)	
	preliminary findings outline (task 2A-2D)	