

**RESOLUTION 20-104**

**A RESOLUTION TO AWARD THE CONTRACT FOR ACOUSTIC LEAK  
DETECTION SURVEY FOR WATER SERVICE LINES AND FIRE HYDRANTS**

**WHEREAS**, the City of Spring Hill desires to contract services to perform an acoustic leak detection survey for water service lines and fire hydrants in an effort to reduce the City's water loss; and

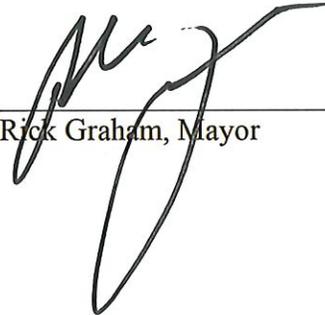
**WHEREAS**, the City publicly advertised for proposals with a bid opening on July 29, 2020; and

**WHEREAS**, American Leak Detection was the low bidder at a total cost of \$52,675.00 for services and reports requested; and

**WHEREAS**, funding for the acoustic leak detection survey is budgeted in the 2020-2021 budget year for \$97,500.00 in the Water Distribution departmental budget.

**NOW, THEREFORE BE IT RESOLVED**, that the City of Spring Hill Board of Mayor and Aldermen, award the contract for Acoustic Leak Detection Survey for Water Service Lines and Fire Hydrants to American Leak Detection at a total cost of \$52,675.00 and to authorize the Mayor to sign the contract for these services.

**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 17<sup>th</sup> day of August, 2020.**

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

ATTEST:

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

LEGAL FORM APPROVED:

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

**SUBJECT:** Resolution to award the contract for Acoustic Leak Detection Survey for water service lines and fire hydrants

**DATE:** August 3, 2020

**ATTENTION:** Board of Mayor and Aldermen

**STAFF:** T.C. Norman, Water Distribution Superintendent



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### **STAFF MEMORANDUM**

The City of Spring Hill's Water Distribution department desires to contract out services to perform an acoustic leak detection survey on all water service lines and fire hydrants. This service would allow for leaks to be pinpointed at exact locations in a three-month time period. Weekly reports will be submitted with an overall report presented to the City at the conclusion of the survey. This would allow for City staff to repair the leaks at a more expeditious rate, reducing the City's water loss.

A Request for Proposals was advertised with a bid opening on July 29, 2020. Four bids were received. Staff recommends the award of the contract be to the lowest bidder, American Leak Detection, at a total cost of \$52,675.00. Staff has verified the quality of service offered by American Leak Detection with four references provided with the bid.

The total cost for the acoustic leak detection survey is **\$52,675.00**. This service is budgeted in FY21 under the Water Distribution departmental fund (410-52100-902) with an available budget of \$97,500.00.

Staff recommends approval of this resolution to award the contract to American Leak Detection and authorize the Mayor to sign the contract.

**CITY OF SPRING HILL  
ACOUSTIC LEAK DETECTION SURVEY  
REQUEST FOR PROPOSALS  
WEDNESDAY, JULY 29, 2020  
2:00 P.M.**

Please PRINT below indicating that you were present for the above referenced bid opening.

| NAME                            | COMPANY             | EMAIL ADDRESS  |
|---------------------------------|---------------------|--|
| April Goad                      | City of Spring Hill | <a href="mailto:agoad@springhilltn.org">agoad@springhilltn.org</a>       |
| Chuck Downham                   | City of Spring Hill | <a href="mailto:cdownham@springhilltn.org">cdownham@springhilltn.org</a> |
| T.C. Norman                     | City of Spring Hill | <a href="mailto:tcnorman@springhilltn.org">tcnorman@springhilltn.org</a> |
| Steve Elliott                   | City of Spring Hill | <a href="mailto:selliott@springhilltn.org">selliott@springhilltn.org</a> |
| <b>Bidders:</b>                 | <b>Bid Amount</b>   |  |
| Pure Technologies               | \$ 116,805.00       |  |
| Utility Services Associates LLC | \$ 83,600.00        |  |
| Rye Engineering PLC             | \$ 97,500.00        |  |
| American Leak Detection         | \$ 52,675.00        |  |
|                                 |                     |  |
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## SPRING HILL VENDOR SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made by and between THE CITY OF SPRING HILL, TENNESSEE (the "City") and American Leak Detection ("Vendor") (collectively as "Parties"), and is entered into on August 19<sup>th</sup>, 2020, and is effective as of the Effective Date set forth herein.

### RECITALS:

WHEREAS, the City requires acoustic leak detection survey services for water service lines and fire hydrants 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 issued published a Request for Proposal (RFP) and Vendor submitted a bid; and

WHEREAS, the City has selected Vendor 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 Aug. 19<sup>th</sup>, 2020.
2. **TERM.** The term of this Agreement shall be from the Effective Date herein through March 31, 2021.
3. **INSURANCE.** Vendor 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. **VENDOR RESPONSIBILITIES.**

- a. Provide all labor, materials and any necessary costs to perform the survey on 17,500 water service lines and 2,000 fire hydrants
- b. Use electronic acoustic leak detection devices (handheld is acceptable) to contact all available water services and fire hydrants
- c. Spray a blue "X" on the leak location and place a blue dot on the meter box of the leaking service
- d. Prepare a leak report sheet for each leak found and email weekly to the City
- e. Contact the City upon discovery if a large leak is detected
- f. Prepare and deliver a final summary report to the City within 30 days after conclusion of field work
- g. Complete all field work and reporting no later than March 31, 2021

#### 5. **CITY'S RESPONSIBILITIES.**

- a. Mark all water meters on curbs/streets with blue paint
- b. Provide a City contact for any questions and reporting

6. **INDEPENDENT CONTRACTOR.** It is expressly agreed and understood that Vendor 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 Vendor and the City; and neither Vendor 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 Vendor 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.

8. **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 Vendor 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.
9. **ASSIGNMENT; SUBCONTRACTING.** This Agreement may not be assigned by either Party. The Vendor shall not subcontract its responsibility pursuant to this Agreement to a third party.
10. **MODIFICATION.** This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Vendor and the City.
11. **NONDISCRIMINATION.** Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, the Vendor agrees that harassment or discrimination directed toward a permit applicant, a City employee, or a citizen by the Vendor or Vendor's employee or sub consultant 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 Vendor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.
12. **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.
13. **TIME.** The Contractor shall finish no later than March 31, 2021.
14. **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.
15. **INDEMNITY.** Vendor shall provide a defense, indemnify and hold the City harmless from and against any and all claims arising from Vendor 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.

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

17. **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.

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

19. **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.

20. **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 Vendor:

*American Leak Detection*  
*199 Whitney Ave #2*  
*New Haven CT 06511*

If to City:

Victor Lay, City Administrator  
199 Town Center Parkway  
P.O. Box 789  
Spring Hill, TN 37174

Copy to:

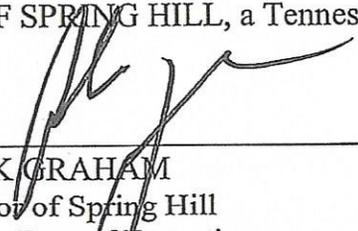
Patrick M. Carter, Esq.  
Middle Tennessee Law Group, PLLC  
d/b/a Wolaver, Carter & Heffington  
809 South Main Street, Suite 100  
Columbia, TN 38401

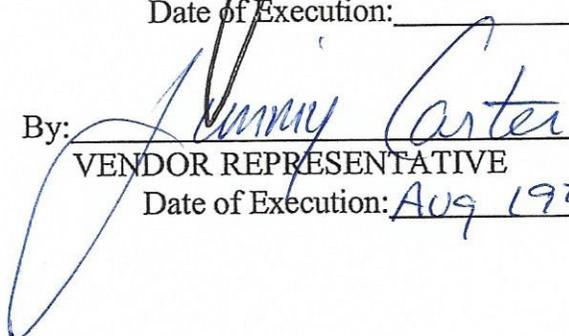
City and Vendor may, by notice given hereunder, designate from time to time any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

- 21. **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.
- 22. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Vendor and the City and supersedes all prior negotiations, representations and agreements either written or oral, unless otherwise expressly stated herein.
- 23. **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, Vendor 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:   
\_\_\_\_\_  
RICK GRAHAM  
Mayor of Spring Hill  
Date of Execution: \_\_\_\_\_

By:   
\_\_\_\_\_  
VENDOR REPRESENTATIVE  
Date of Execution: AUG 19<sup>TH</sup> 2020