

**RESOLUTION 21-204**

**A RESOLUTION TO AUTHORIZE THOMAS AND HUTTON ENGINEERING FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE HIGHWAY 31 BOOSTER STATION AND MASTER METER PROJECT**

**WHEREAS**, the City of Spring Hill Board of Mayor and Aldermen passed Resolution 21-176 to authorize a contract to construct the Highway 31 Booster Station and Master Meter project; and

**WHEREAS**, the City of Spring Hill Board of Mayor and Aldermen passed Resolution 19-156, which authorized Dempsey Dilling & Associates (now known as Thomas and Hutton Engineering) to perform design and bidding services for the Highway 31 Booster Station and Master Meter project; and

**WHEREAS**, the customary practice of the City of Spring Hill for major projects is to retain the services of a professional engineer to perform construction engineering and inspection (CEI) services to ensure quality control and proper completion of the project; and

**WHEREAS**, Thomas and Hutton Engineering has provided the City with a proposal to perform Construction Engineering and Inspection services as Task 9 in the attached scope of services; and

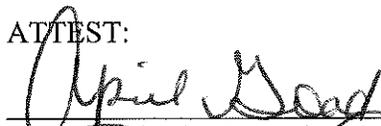
**NOW, THEREFORE BE IT RESOLVED**, the City of Spring Hill Board of Mayor and Aldermen do hereby authorize the following:

1. The attached proposal from Thomas and Hutton Engineering attached herein is approved for Task 9 at a not to exceed cost of \$87,500.00
2. The Mayor is authorized to execute the proposal attached herein.
3. CEI services shall be funded from uncommitted Water Development Fees.

**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 15<sup>th</sup> day of November, 2021.**

  
Jim Hagaman, Mayor

ATTEST:

  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
Patrick Carter, City Attorney

# THOMAS & HUTTON

502 HAZELWOOD DRIVE  
SMYRNA, TN 37167 | 615.220.5800  
WWW.THOMASANDHUTTON.COM

## MEMORANDUM:

Date: 11-05-21

RE: CITY OF SPRING HILL, TENNESSEE  
HIGHWAY 31 WATER BOOSTER STATION AND MASTER METER  
CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES

Thomas and Hutton previously proposed (September 2019) to perform CEI services for the above referenced project, as an additional task outside of our design services as listed below.

### Proposed Tasks:

1. Site Layout
2. Site Survey
3. Property Acquisition Exhibit and Description
4. Booster Station and Master Meter Engineering and Design
5. Hydraulic Calculations and submittal to TDEC
6. Project Plans and Specifications Development for Bidding Purposes
7. Bidding Assistance
8. Bids Review and Recommendation for Awarding
9. **Construction Administration and CEI Services**

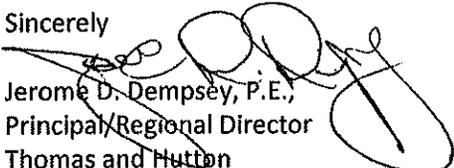
DDA proposes to perform the tasks for the listed fee structure:

- Tasks 1-6 for a fee of \$137,500.00
- Tasks 7 & 8 for a fee of \$16,250.00
- **Task 9 for a fee of \$87,500.00**

Spring Hill did approve the design and bidding services (tasks 1-8) which have been completed, however CEI Services (task 9) were not included as part of the resolution.

The project did recently bid and the project was awarded to BH Craig Construction. The Preconstruction Meeting was held on November 4, 2021. The Notice-To-Proceed for construction will be issued for November 29, 2021. The project contract calls for a contract time of 180 consecutive calendar days. Therefore, by this memo, T&H requests CEI Services be approved as to proceed with construction oversight.

Sincerely

  
Jerome D. Dempsey, P.E.,  
Principal/Regional Director  
Thomas and Hutton

## **RESOLUTION 19-156**

### **A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT FOR ADDITIONAL SERVICES WITH DEMPSEY DILLING & ASSOCIATES FOR DESIGN SERVICES FOR BOOSTER PUMP STATION AND WATER MASTER METER**

**WHEREAS**, the City of Spring Hill commissioned a water and sewer capacity study that was presented to the City in 2018; and

**WHEREAS**, the Water and Sewer Capacity Study identified several water distribution system capital improvement projects including the construction of a water system booster pump station on Main Street to boost pressure and regulate water supply from Columbia Power Water System (CPWS) at a preliminary estimated cost of \$1.4M and the relocation of the CPWS/Spring Hill water master meter at a preliminary estimated cost of \$100,000 for a combined total cost of \$1.5M; and

**WHEREAS**, in February 2017 the City of Spring Hill entered into a Water Services Agreement with CPWS to provide the ability for the City to purchase up to 2.88mgd of water from CPWS to supplement the water supply needed to serve the growing demand for water service in Spring Hill; and

**WHEREAS**, the current booster pump serving as the connection with the CPWS system is limited to approximately 1mgd flow and in order to optimize flow from CPWS the booster pump needs to be replaced with a larger pump system and metering device; and

**WHEREAS**, Dempsey Dilling & Associates, is under contract with the City of Spring Hill to provide municipal engineering services; and

**WHEREAS**, Dempsey Dilling & Associates prepared a proposal attached hereto as Exhibit A to provide design and construction support services for the construction of the booster pump station on Main Street and the relocation of the CPWS/Spring Hill water master meter at a cost of \$153,750 for design and bid support services as outlined in Tasks 1 through 6 (design) and Tasks 7 and 8 (bid support services), respectively; and

**WHEREAS**, geotechnical services are anticipated as part of the site due diligence requirements in advance of design at an estimated cost not to exceed \$10,000; and

**WHEREAS**, engineer design practice recommends the inclusion of a design contingency that for this project will be based upon ten (10) percent of the preliminary estimated cost of \$1.5M or \$150,000 to be budgeted as contingency during completion of design work.

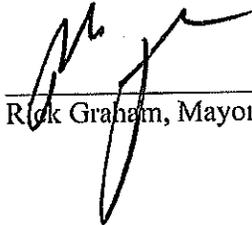
**NOW, THEREFORE, BE IT RESOLVED**, that the City of Spring Hill Board of Mayor and Alderman authorizes the following:

1. The proposal from Dempsey Dilling & Associated attached as Exhibit A herein is approved for Tasks 1 through 6 for design services and Tasks 7 and 8 for bidding support

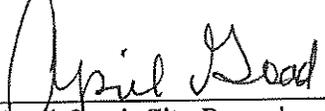
services, respectively, at a lump sum cost of \$153,750 plus a not-to-exceed amount of \$5,000 for reimbursable expenses for a total design cost of \$158,750.

2. The Mayor is authorized to execute the proposal as provided in Exhibit A attached hereto.
3. Geotechnical Services as may be required for the project shall be budgeted in an amount not to exceed \$10,000 and shall be performed by a subconsultant selected and working under the supervision of Dempsey Dilling & Associates upon written authorization by the City.
4. A design contingency shall be appropriated based upon ten (10) percent of the preliminary estimated construction cost of \$1.5M or \$150,000 to be utilized for unforeseen conditions and circumstances that may arise during the design and bidding phase. Any unused portion of the design contingency will be reallocated to a construction contingency in the event the City contracts for construction of the project.
5. Funding for design and bidding support services, geotechnical services and design contingency totaling \$318,750 will be funded from uncommitted Water Development Fund.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill Tennessee on this 16<sup>th</sup> day of September, 2019.

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

ATTEST:

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

LEGAL FORM APPROVED:

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



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

August 2, 2019

File No. 0100-450

Mr. Victor Lay  
City of Spring Hill, City Administrator  
199 Town Center Parkway  
Spring Hill, Tennessee 37174

**RE: CITY OF SPRING HILL, TENNESSEE  
HIGHWAY 31 WATER BOOSTER STATION AND MASTER METER  
CONTRACT ENGINEERING DESIGN SERVICES PROPOSAL**

Dear Mr. Lay:

Dempsey, Dilling & Associates, P.C. (DDA) is pleased to submit a proposal to perform professional engineering services for the design and construction engineering inspection (CEI) services, under our current contract and terms & conditions with the City of Spring Hill, for the above referenced project.

DDA proposes to perform the following tasks:

1. Site Layout
2. Site Survey
3. Property Acquisition Exhibit and Description
4. Booster Station and Master Meter Engineering and Design
5. Hydraulic Calculations and submittal to TDEC
6. Project Plans and Specifications Development for Bidding Purposes
7. Bidding Assistance
8. Bids Review and Recommendation for Awarding
9. Construction Administration and CEI Services

DDA proposes to perform the tasks for the listed fee structure:

- Tasks 1-6 for a fee of \$137,500.00
  - Tasks 7 & 8 for a fee of \$16,250.00
  - Task 9 for a fee of \$87,500.00
- Total Fee of \$241,250.00.

DDA proposes to perform tasks 1-6 within six months of the approval to proceed and will invoice based on percent complete each month. If this proposal is acceptable please sign one copy and return to us.

Sincerely

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

Jerome D. Dempsey, P.E.  
JDD: 10632

Accepted BY: \_\_\_\_\_  
Authorized Representative

Date: 9-18-19

**DEMPSEY, DILLING & ASSOCIATES, P.C.**  
**TERMS AND CONDITIONS**

**Access to the Site/Job Site Safety**

Unless otherwise stated, Dempsey, Dilling & Associates, P.C. (DDA) will have access to the site for activities necessary for the performance of the services. The Client/Owner 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:**

Designate, in writing, a single person to act as the Client's/Owner's representative.

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 defects exist in 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
- 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 may also, at any time, terminate the Contract for the Client/Owner's convenience, with or without cause. Upon receipt of written notice from the Town of such termination for the Client/Owner's convenience, DDA shall cease work on this matter. In the event of termination, the Owner shall pay for all services rendered to the date of termination, all-reimbursable expenses, and reimbursable termination expenses. The Client/Owner shall have the right to terminate this Agreement by giving written notice to DDA of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

#### **Insurance**

DDA shall secure and maintain such insurance as will protect it from claims of bodily injury, death or property damage, which may arise from the performance of service under this Agreement.

#### **Indemnification**

Should DDA become involved in third party litigation as a result of its performance of work for the Client/Owner under this Agreement, The Client/Owner agrees to defend and hold harmless and pay all attorneys fees for DDA to such litigation. If any claim is brought against either the Client/Owner or DDA's sub-consultants by any third party, relating in whole or in part to the negligence of the Client/Owner or DDA's sub-consultants, each party shall indemnify the other against any loss or judgement, including attorney's fees and costs, to the extent that such loss or expense is caused by the party's negligence. The Client/Owner will reimburse DDA for expenses related with claims, including attorney's fees and costs, if DDA is proven not to be negligent. In addition, the Owner agrees to defend, indemnify and hold harmless DDA, its officers, directors, employees, agents and representatives from and against all liabilities, claims, demands, losses, costs, damages, actions, suits, or other proceedings by whomsoever made arising out of or in connection with DDA's performance of work hereunder made or brought against DDA (other than any employee, officer, director, agent or other representative of DDA) for any environmental pollution or contamination, including without limitation, any actual or threatened release of toxins, irritants or pollutants, or waste gases, liquids, or solid materials, provided that DDA performs hereunder without neglect and does not negligently create, cause, contribute to, or aggravate any such pollution or contamination in existence at the Project site.

#### **Limitation of Liability**

For each Project, the limitation of liability of DDA, its employees, agents, and sub-consultants, for claims of loss, injury, death, damage or expense, including third party claims, shall not exceed the total sum of DDA's fee as set forth in the Agreement or \$50,000.00, whichever is greater, for any claims arising out of DDA's or it's sub-consultants negligence. If this Project concerns the removal of asbestos, hazardous materials or toxins and/or surveys related to

asbestos, hazardous materials and toxins, the Owner specifically agrees to indemnify and hold DDA harmless from any and all claims, liabilities or damages, including attorney fees, related to any claim for asbestos, hazardous materials and toxins contamination, including but not limited to, personal injury or wrongful death associated with asbestos, hazardous materials and toxins in regard to the Project without limitation.

#### **Ownership of Documents**

All documents, including, but not limited to, drawings, specifications, and computer software prepared by DDA pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client/Owner or others on modifications or extensions of the Project 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 the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation, which are mutually agreed upon by and between the Client/Owner and DDA shall be incorporated into this Agreement by written amendment. 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**

Unless otherwise indicated, 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 design professionals and is supplied for general guidance of the Client/Owner. Since DDA has no control over the construction marketplace, DDA does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to Client/Owner.