

RESOLUTION 24-12

**A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A STORMWATER
PROJECT TASK ORDER CONTRACT WITH THOMAS & HUTTON**

WHEREAS, the City of Spring Hill has identified an area within the City limits that is need of stormwater repair that it cannot perform itself; and

WHEREAS, City staff requested Thomas & Hutton, as engineers of record under contact with the City, prepare a Task Order Contract with cost proposal for Augusta Place subdivision as shown on Exhibit A attached hereto; and

WHEREAS, the cost proposal total for the project is \$190,600.00; and

WHEREAS, the costs will be expensed from the Stormwater fund utilizing the Interfund Capital Note between Water/Sewer Fund and Stormwater Fund.

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

1. Approve the Stormwater Project Task Order Contract for Augusta Place Subdivision in the amount of \$190,600.00 with Thomas & Hutton for bidding services, construction administration and observation services and preparation of easement exhibits and boundary descriptions for both permanent and temporary construction easements.
2. Authorize the Mayor to execute the Contract, attached hereto.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 5th day of February 2024.

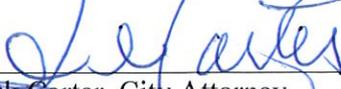

Jim Hagaman, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 24-12*
SUBMITTED BY: Tyler Scroggins, Public Works Director
DATE: January 16, 2024
RE: To authorize the Mayor to sign a Task Order Contract with
 Thomas & Hutton for Augusta Place Subdivision
ATTACHMENTS: Task Order Contract

PURPOSE:

Thomas & Hutton has submitted a Task Order Contract for construction administration and observation services and preparation of easement exhibits and boundary descriptions for both permanent and temporary construction easements for Augusta Place Subdivision.

BACKGROUND:

Staff asked Thomas & Hutton to submit a cost proposal for the construction administration and observation services and preparation of easement exhibits and boundary descriptions for both permanent and temporary construction easements for Augusta Place Subdivision. The total cost is \$190,600.00.

FINANCIAL IMPACT:

The costs expensed in the Stormwater fund will be from the Interfund Capital Outlay Note from Water/Sewer Fund to the Stormwater Fund.

STAFF RECOMMENDATION:

Staff recommends the approval of Resolution 24-12 to authorize the Mayor to sign a Task Order Contract with Thomas & Hutton for design services for the Augusta Place Subdivision Project.



502 HAZELWOOD DRIVE
 SMYRNA, TN 37167 | 615-220-5800
 WWW.THOMASANDHUTTON.COM

**Spring Hill, TN
 Stormwater Projects Task Order Contract**

Task Order No: **28298.0032 Amendment**

Date: **12/08/2023**

The Professional Service Agreement - Task Order Contract between the City of Spring Hill and Thomas & Hutton for General Professional Engineering Consultant Services for the Augusta Place Drainage Improvement Project was approved by Resolution 22-247 on November 7th, 2022. Whereas additional scopes of services have been requested for the Augusta Place Subdivision project. The Professional Services Agreement Task Order is hereby amended to include the following:

Task Description: **Easements, Bidding, and Construction Administration/Observation Services**

Contact: Tyler Scroggins, Public Works Director

Scope of Services: The original Task Order for Augusta Place only included the design phase for the completion of construction plans and bid documents.

The City has requested the following additional services to be completed:

1. Preparation of easement exhibits and boundary descriptions for both permanent and temporary construction easements. There are twelve properties identified requiring easements.
2. Provide Bidding Services
3. Provide Construction Administration and Observation Services

Refer to the attached Scopes of Services for a detailed description of each task and exclusions.

- Deliverables:
1. Easements – Layout Exhibits and easement boundary descriptions for each of the twelve properties
 2. Bidding – Letter of Recommendation to award.
 3. Construction Administration and Observation – Misc based on attached scope of services.

Design Service Fees:	Easement Exhibits Phase	Lump Sum: \$12,500.00
	Bid Process Phase	Lump Sum: \$16,100.000
	Construction Observation Phase	Time & Expense Not to Exceed: \$155,000.00
	Project Closeout	Lump Sum: \$7,000.00
	Reimbursable Expenses	See Consulting Services Rate Sheet
	Additional Services	Time & Expense: See Consulting Services Rate Sheet

Total Task Order Amount: \$ 190,600.00

This Agreement hereby amends the above referenced Professional Services Agreement between Thomas & Hutton and the City of Spring Hill. This Agreement of Services may only be amended, supplemented, modified, or cancelled by a duly executed written instrument. IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day written below,

Client: **CITY OF SPRING HILL**

Engineer: **THOMAS & HUTTON**

Signed:

Signed:

Name: Jim Hauberman

Name: Travis Todd, P.E.

Title: Mayor

Title: Principal / Regional Manager

Date: _____

Date: 12/08/2023

Signed:

Name: Cory Hall, P.E.

Title: Project Manager

Date: 12/08/2023

SCOPE OF SERVICES

1. **SCOPE OF SERVICES**

A. **Easement Exhibit Phase**

This phase includes preparation of temporary and permanent construction easements.

1. **Prepare Exhibits and Legal Descriptions**

Consultant will utilize the proposed easements shown on the construction plans to prepare easement exhibits and legal descriptions of said easements. The layout exhibits shall be prepared on an 8.5" by 11" page in pdf format. The legal descriptions shall be provided in Word format to allow the City's attorney to incorporate the descriptions into the legal easement document for recording. Revisions to the easement exhibits and descriptions resulting from negotiation with the property owners shall be additional services.

B. **Construction Service Phases**

Consultant will provide the following services for the Construction Phase:

1. **Bid Process Phase**

Consultant will assist Client during the Bid Phase. Typical services provided during this phase include assembling bid packages, attending, or conducting pre-bid and bid-opening meetings, responding to contractor questions, and preparation of Consultant's recommendation letter for award of bid.

2. **Construction Administration and Observation Phase**

During construction, Consultant will provide the following services:

- Prepare the contract books for execution by contractor, surety, and client.
- Conduct the Preconstruction Meeting.
- Review material data, shop drawings, and construction schedules provided by the contractor.
- Attend and conduct monthly progress meetings.
- Review Pay Requests submitted by the contractor with recommendation of payment to the Client.
- Provide construction observation and monitoring on a part time basis to ascertain that the work is in substantial conformance with the contract documents and with the design intent. Field Representative time shall not exceed 30 hours per week, which includes travel and on-site time.

Construction observation and monitoring does not include exhaustive or continuous on-site inspections to check the quality or quantity of the Contractor's work. However, it does include visits to the project site at

 CLIENT'S INITIALS

____ CONSULTANT'S INITIALS

intervals appropriate to the various stages of construction to review general compliance with approved plans and specifications. Such visits and observations will not require Consultant to assume responsibilities for the means and methods of construction, nor for safety measures or conditions on the job site. Both parties understand that the contractor has notification requirements at specific intervals of the construction process.

Consultant provides construction services as defined above for the work designed by Consultant. Other construction work that may occur on site is the responsibility of other design professionals or Client and expressly not the responsibility of Consultant.

3. **Project Close-out Phase**

During construction, Consultant will provide the following services:

- Review Record Drawings provided by the contractor.
- Attend final walkthrough with Client and Contractor to create a project punch list of work to be repaired/replaced/completed by the contractor.
- Review final pay request, release of liens, and consent of surety for release of retainage,

Our Fee is based on the projected 5-month construction time for the contractor. Our fee for the tasks in the Construction Service Phase shall be billed on time and expense for actual hours performed on the project. In the event the contractor takes longer than the projected 5-month construction period, Consultant may continue with the scope of services as Additional Services upon receipt of the client's approval.

Our fee is based upon the project being closed out as a single phase.

C. **Exclusions**

Unless a specific scope is included in this Agreement, these items are **not** included in the Scope of Services:

- Record Drawing Preparation
- Material testing
- Act as an expert witness for legal activities

These items can be coordinated or provided, if requested by Client in writing.

2. **PERIODS OF SERVICE**

A. Refer to Language in Task Order Amendment for contract time. Additionally:

1. Begin Date – Upon receipt of executed Letter Agreement.
2. End Date – Following completion of construction closeout.

 CLIENT'S INITIALS

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