

RESOLUTION 24-114

**A RESOLUTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH
LOSE DESIGN FOR MASTER PLANNING SERVICES FOR COMMUNITY SERVICES
COMPLEX SITE**

WHEREAS, the City of Spring Hill desires to enter into a Professional Services Agreement with an outside contractor to provide master planning services for a conceptual master plan and intermediate plan for the Community Services Complex site, services which the City cannot provide itself; and

WHEREAS, a RFQ was advertised for consultant services with proposals opened on November 9, 2023; and

WHEREAS, staff evaluated the proposals, conducted interviews with three consultant firms and recommends entering into a Professional Services Agreement with Lose Design; and

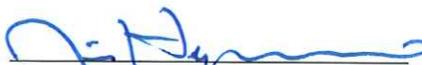
WHEREAS, Lose Design has submitted a cost proposal in the amount of \$238,500.00 for master planning services, to be funded from the Capital Projects Fund (313-48023), attached as Exhibit A hereto; and

WHEREAS, staff recommends approval of a contingency in the amount of \$100,000.00 for survey and Geotech services, and reimbursable expenses as incurred.

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

1. Approves a Professional Services Agreement with Lose Design for master planning services for a conceptual master plan and intermediate plan for the Community Services Complex site in a total amount of \$338,500.00, attached hereto, with the right to remove Option 1 or Option 2 for permanent design if deemed not feasible.
2. Authorize the Mayor to sign the agreement.

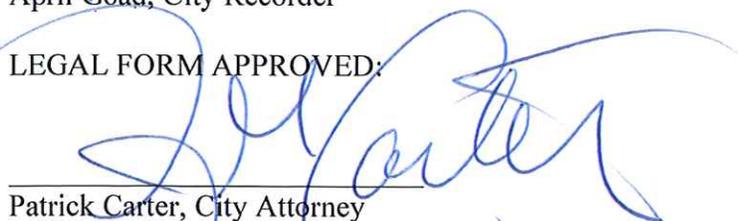
Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 20th day of May, 2024.


Jim Hagaman, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 24-114*
SUBMITTED BY: Missy Stahl, CIP Director
DATE: May 20, 2024
RE: Approve a PSA with Lose Design for master planning services for the Community Services Annex site

BACKGROUND:

An RFQ was advertised for consultant design services for a conceptual master plan for the CSA site as well as an intermediate plan. Staff evaluated all proposals and interviewed the top three firms. As a result of the interviews, staff requested Lose Design prepare a cost proposal for design services, which was submitted in the amount of \$238,500.00.

Survey and geotechnical proposal costs will be a future supplemental change order once preliminary design has been established. Until the design area is identified, the area to be surveyed and tested is unknown. Reimbursable costs (such as mileage, plotting, reproduction expenses, etc.) are billed as incurred. Staff recommends approval of a contingency in the amount of \$100,000.00 for these future expenses.

Total approved cost would be \$338,500.00.

Once survey and geotechnical services are completed and if Option 1 or Option 2 for permanent design is found to not be feasible, the City will not be obligated to pay the costs associated with that option.

FINANCIAL IMPACT:

Funding for the fee proposal would be paid from the Capital Projects Fund.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 24-114 to approve a Professional Services Agreement with Lose Design for master planning services for the Community Services Annex site.



May 14, 2024

Mrs. Missy Stahl
City of Spring Hill
199 Town Center Parkway
Spring Hill, TN 37174

RE: CSA Master Planning

Dear Missy,

Lose Design, provider of landscape architecture, land planning, architecture, and civil engineering services, is pleased to offer its professional services for your project in Spring Hill, Tennessee. Services required include completion of a Master Plan for the Community Services Annex (CSA).

If this proposal is acceptable, please provide your authorization on the space provided on the attached signature page and return one signed copy to our office. Once the agreement is received, a fully executed contract will be forwarded for your files.

Sincerely,

LOSE DESIGN

A handwritten signature in black ink that reads "Sean Guth". The signature is written in a cursive, flowing style.

Sean Guth
President & CEO

Attachments:
Professional Services Agreement
--Scope of Services/Fees
--Terms and Conditions
--Hourly Rate Schedule
--Signature Page

PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES/FEES

*Community Services Annex
Spring Hill, Tennessee*

Lose Project Number 23158, project name CSA Master Plan in Spring Hill, TN

Project Description

Lose Design understands that the City of Spring Hill (Client) desires services for a Master Planning study for the Community Services Annex (CSA) on Beechcroft Road, north of the Town Center Parkway Intersection. The CSA will provide facilities for Public Works, Fleet, Water Distribution, Sewer Collections, IT, GIS, Capital Improvements, Planning, Engineering, Codes, Utility Administration, and Material and Vehicle Storage. This study will be provided with two Master Plan concept options. Option 1 concept study will be for a phased complex, providing an initial "village" to relocate services immediately with a subsequent phase being designed for a "down-town, main street" design, creating a municipal center. Option 2 study will be for a single phase, large CSA facility. This Master Plan will take inventory of the existing facilities, interview each department participating in the CSA to evaluation existing conditions and future growth plans/ needs, and provide a final program report summary of the findings. Design layout concepts will be provided for both options, for review and comment. The selected design layout concept will then be finalized for a rendered site plan deliverable of both options. Building concept layout plans will be provided for both concepts. 3D rendering images will be provided for final concepts of both options. An Opinion of probable costs will be provided for both final options. "Exhibit A" provided by City Staff was also consulted in preparation of this scope.

Task 1 - Project Management, Data Collection, and Programming

This task will consist of the following:

- Lose will coordinate and attend up to two (2) meetings with Client.
- Lose will coordinate and attend a site visit to the existing facility to view operations.
- Lose will conduct Interviews and inventorying of each department participating in the CSA. We anticipate these interviews taking up to 2 days.
- Lose will develop a program for the CSA based on findings from the interviews and inventorying to be used in subsequent Tasks. This program will be provided in report format.
- Lose will evaluate the existing grades, site drainage and existing site improvements to coordinate proposed improvements.
- Lose will evaluate the existing utilities for the CSA site and coordinate with providers for the future development.
- Project management services expected for task 1 - 4.

Task 2 – Master Plan “The Village”

This task will be the initial phase, providing immediate facilities relocated from the existing complex. This task consists of the following:

- Lose will create one (1) preliminary master plan in black and white for the site consisting of preliminary layout, grading, pedestrian and vehicular circulation, parking, access to the proposed building locations, and proposed wayfinding signage locations.
- Lose will create preliminary building layout plans based on the program developed in Task 1. These buildings are anticipated to provide for Public Works, Fleet, Water Distribution, Sewer Collections, IT, GIS, Capital Improvements, Planning, Engineering, Codes, Utility Administration, and Material and Vehicle Storage.
- Lose will illustrate approximate areas for water quantity and quality treatment facilities within the Master Plan.
- Lose will meet with the City to present the concept and receive feedback.
- Lose will incorporate comments and provide one (1) final illustrative master plan.
- Lose will provide 3d Architectural Design Renderings of the facility.
- Lose will provide an Opinion of Probable Costs for the final concept of this task.
- This Master Plan “The Village” will be incorporated into both Options as defined in Tasks 3 & 4.

Task 3 – Master Plan Option 1 “The Main-street”

This task will be a master plan study that will incorporate a “main-street feel” housing the CSA Complex. This task will consist of the following:

- Lose will create one (1) preliminary master plan in black and white for the site consisting of preliminary layout, grading, pedestrian and vehicular circulation, parking, access to the proposed building locations, and proposed wayfinding signage locations.
- Lose will create preliminary building layout plans based on the program developed in Task 1. These buildings are anticipated to provide for Public Works, Fleet, Water Distribution, Sewer Collections, IT, GIS, Capital Improvements, Planning, Engineering, Codes, Utility Administration, and Material and Vehicle Storage.
- Lose will illustrate approximate areas for water quantity and quality treatment facilities within the Master Plan.
- Lose will meet with the City to present the concept and receive feedback.
- Lose will incorporate comments and provide one (1) final illustrative master plan.
- Lose will provide 3d Architectural Design Renderings of the facility.
- Lose will provide an Opinion of Probable Costs for the final concept of this task.

Task 4 – Master Plan Option 2 “CSA Single Building Complex”

This task will be a master plan study for a single building Option, all-inclusive CSA Complex. This task will consist of the following:

- Lose will create one (1) preliminary master plan in black and white for the site consisting of preliminary layout, grading, pedestrian and vehicular circulation, parking, access to the proposed building locations, and proposed wayfinding signage locations.
- Lose will create preliminary building layout plans based on the program developed in Task 1. These buildings are anticipated to provide for Public Works, Fleet, Water Distribution, Sewer Collections, IT, GIS, Capital Improvements, Planning, Engineering, Codes, Utility Administration, and Material and Vehicle Storage.

- Lose will illustrate approximate areas for water quantity and quality treatment facilities within the Master Plan.
- Lose will meet with the City to present the concept and receive feedback.
- Lose will incorporate comments and provide one (1) final illustrative master plan.
- Lose will provide 3d Architectural Design Renderings of the facility.
- Lose will provide an Opinion of Probable Costs for the final concept of this task.

Task 5 –Additional Services

Only items of work specifically called out under the Scope of Services section of this agreement are to be performed for the specified fees as a part of the contract. The Design Professional will consider any items not so specified as "Additional Services" and will perform those services upon request on an hourly fee basis. Such Additional Services may include, but are not limited to, the following:

- Geotechnical Engineering Services
- Surveying Services
- Environmental assessments and/or permits other than those specified in Scope of Services;
- Site visits beyond those required to provide the design services listed in Scope of Services;
- Detailed design services associated with any work designed by others to include but not limited to; structural engineering, geotechnical engineering, mechanical engineering, electrical engineering, surveying or environmental specialists;
- Changes in drawings, specifications, or other documents required by the Client after acceptance of the construction plans by Client;
- Preparation of marketing materials such as pamphlets, brochures, etc.
- Meetings or negotiations with agencies or utilities other than those specified in Scope of Services.
- Other items requested by the Client or his representative not included elsewhere in this agreement

Exclusions

- Professional Services other than those listed in the above Scope of Services
- Specialized environmental services other than those listed in the above Scope of Services
- Structural Engineering
- Geotechnical Engineering design or inspections
- Traffic Engineering Services
- Surveying Services
- MP&E Services
- Detailed Cost Estimating Services
- Detailed Construction Inspections other than those listed in the above Scope of Services

Client Responsibilities

- General Conditions of this Agreement
- Providing Access to the Subject Parcel
- Review/Submittal/Permit Fees
- Traffic Engineering
- Procurement of additional consultants
- Bidding and contractor selection



Fees

The services described herein will be provided on a Lump Sum (LS) fee basis as follows:

<u>Description of Services</u>	<u>Fee Amount</u> ⁽¹⁾
1 – Project Mgmt, Data Collection & Programming	\$58,750.00
2 – Master Plan “The Village”	\$61,250.00
3 – Master Plan Opt 1 “The Main-street”	\$64,000.00
4 – Master Plan Opt 2 “CSA Single BLDG Complex”	\$54,500.00
5 – Additional Services	Hourly, as needed

Notes:

(1) Expense amounts are **not** included in these fees, and are inclusive of reasonable out-of-pocket expenses incurred on behalf of the client and shall include travel and subsistence, plotting and reproduction, deliveries, and mileage. Expenses shall be billed in accordance with Attachment A.

Remit Payment To:

Lose Design
Attn: Accounts Receivable
2809 Foster Avenue
Nashville, TN 37210

Questions May Be Directed to:

Tammy Boyte
Controller
tboyte@lose.design
615-767-5811

TERMS AND CONDITIONS

Payment Schedule and Terms – Progress payments for the fees described previously will be due monthly, based on the Design Professional's estimate of the percentage of the work complete. If payment is not received by the Design Professional within 30 calendar days of the invoice date, the Client shall pay as interest an additional charge of 1.5% of the past due amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. Failure to make payments when due shall be cause for suspension of the Design Professional's services, and the filing of a lien against the property.

Current Hourly Rates - An attached table, dated January 1, 2024, outlines our current hourly rates and reimbursable expenses. These rates are current until January 1, 2025, at which time they may be adjusted by the Design Professional.

Additional Services – Only items of work specifically called out under the Services section of this Agreement are to be performed for the specified Fees. The Design Professional will consider any items not so specified as "Additional Services" and will perform those services upon request on an hourly fee basis as outlined on the attached Hourly Rate Schedule. If any Additional Services are requested, the Design Professional shall be reimbursed for associated out-of-pocket expenses as reflected on the attached Hourly Rate Schedule.

Term of Proposal – It is understood that this document outlines proposed Services and Fees to be provided in relation to the Client's project, and that this offer of proposed Services and Fees remains open for sixty (60) days from the date this document is issued. If the Client does not indicate acceptance by signing and returning one copy to the Design Professional within sixty days, this document becomes null and void.

Fee Adjustment – It is understood that in the event this project extends over a period of more than one year from the date of this Agreement, the fees for any remaining services will be adjusted proportionately to the "all items" group of the U.S. Department of Labor's Bureau of Labor Statistics Consumer Index.

Ownership of Documents – All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Design Professional as instruments of service shall remain the property of the Design Professional. The Design Professional shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse for extensions of the project or for new projects shall require written permission of the Design Professional and further compensation at a rate agreed upon by both parties. Any changes made to the construction documents by the Client, or by the Client's representatives, are strictly prohibited without the knowledge and written consent of the Design Professional. The Design Professional shall be released from any liability resulting from the unauthorized alteration of construction documents. The Design Professional grants the Client the right to use the drawings for their use in publications, public meetings, planning efforts, award submittals and the right to reproduce the drawing as needed for stated uses without requesting authorization from the Design Professional.

Jobsite Safety – The Design Professional is not responsible for job site safety during the master planning process. The owner retains sole responsibility and liability associated with securing the site and maintaining job site safety during the planning process.

Applicable Law – Unless otherwise provided, this Agreement shall be governed by Tennessee state law.

Disputes Resolution - All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof shall be presented to non-binding mediation, subject to the parties agreeing to a mediator.

Termination of Services – This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail to perform substantially in accordance with the terms of this Agreement through no fault of the party initiating termination. If this Agreement is terminated by the Client, the Design Professional shall be paid for services performed to the termination notice date, including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributable to termination, plus 15 percent of the total compensation earned to the time of termination to account for the Design Professional's rescheduling adjustments, reassignment of personnel, and related costs incurred due to the termination.

Opinion of Probable Cost – In providing opinions of probable construction cost, the Client understands that the Design Professional has no control over costs or the price of labor, equipment, or materials, or over the contractor's method of pricing, and that the opinions of probable construction costs provided are to be made on the basis of the Design Professional's qualifications and experience. The Design Professional makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

Limit of Liability - In recognition of the relative risks and benefits of the project to both the Client and the Design Professional, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Design Professional and its subconsultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Design Professional and its subconsultants to all those named shall not exceed **\$50,000** or the Design Professional's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

In addition, the Client agrees to indemnify and hold the Design Professional harmless for any damage, liability or cost, including reasonable attorney's fees and defense costs, arising from any errors or omissions contained in the plans, specifications or other contract documents prepared by others. The Client agrees to extend any and all liability limitations and indemnifications provided by the Client to the Design Professional to those individuals and entities the Design Professional retains for performance of the services under this Agreement, including but not limited to the Design Professional's subconsultants and their officers, employees, heirs and assigns. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Betterment - If, due to the Design Professional's error, any required item or component of the project is omitted from the Design Professional's construction documents, the Design Professional shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Design Professional be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.



ATTACHMENT A – Hourly Rates

LOSE DESIGN

HOURLY RATE SCHEDULE (for use with all hourly agreements and for Additional Services)

Professional Services Hourly Rate

Executive Management	\$300.00
Vice President	\$260.00
Sr. Engineer, Sr. Project Manager	\$230.00
Sr. Architect	\$210.00
Sr. Landscape Architect, Sr. Land Planner	\$200.00
Project Manager	\$200.00
Engineer, Architect.....	\$190.00
Landscape Architect, Interior Designer, Planner.....	\$175.00
Engineer in Training	\$150.00
Intern Architect	\$145.00
Land Planner	\$140.00
Senior Proposal Coordinator.....	\$135.00
BIM Specialist	\$130.00
Technician, Marketing Content Creator.....	\$100.00
Project Accounting Coordinator, Administrative Assistant	\$100.00

Reimbursable Expenses

Consultants' Services	cost + 10%
Prints	cost + 10%
Postage and Shipping	cost + 10%
Mileage and Travel Expenses	cost + 10%
Copies	cost + 10%

January 1, 2024

NOTE: All the above-stated fees and expenses are to be billed monthly, and the invoices are due and payable upon receipt. Other reimbursable expenses not shown hereon will be invoiced at our cost plus 10%. These rates are current until January 1, 2025, at which time they may be adjusted by the Design Professional.



SIGNATURE PAGE

This is an Agreement made as of ^{June} ~~May~~ 4, 2024 between The City of Spring Hill (herein called the CLIENT), and Lose & Associates, Inc., dba Lose Design (herein called Lose Design or the DESIGN PROFESSIONAL).

- I. Client and Lose Design, for the mutual considerations hereinafter set forth agree that the services for project number 23158, project name Community Services Annex Master Planning, Spring Hill, TN, shall conform to the Scope of Services.
- II. Client agrees to pay Lose Design as compensation for its services in accordance with the Fees Section in the proposal. Fees and other charges will be invoiced monthly by Lose Design. The amount of each invoice shall be due at the time of billing.
- III. The person signing this Agreement warrants he has authority to sign as, or on behalf of, the Client. If such person does not have such authority, he agrees that he is personally liable for all breaches of this contract, and that in any action against him for breach of such warranty, a reasonable attorney's fee shall be included in any judgment rendered.
- IV. When signed by both parties, this Professional Services Agreement, including the attached Scope of Services/Fees, Terms and Conditions, and Hourly Rate Schedule attached to this document, constitutes a final written expression of all terms of this Agreement and is a complete and exclusive statement of those terms. Any and all prior representations, promises, warranties, or statements by Lose Design that differ in any way from the terms of this written Agreement shall be given no force or effect. The terms of this Agreement can be modified only in writing which must be signed by both parties.

Agreed to: City of Spring Hill
Client Name

Jim Hagaman
Signer's Name (Typed or Printed)

BY: [Signature]
Authorized Signature

Date: 5-20-2024

Title: Mayor

Agreed to: Lose Design
Lose & Associates, Inc., dba Lose Design

Michael Wrye
Signer's Name (Typed or Printed)

BY: [Signature]
Authorized Signature

Date: 6/4/2024

Title: EVP

To Whom Should Invoices Be Directed:

NAME: _____

EMAIL ADDRESS: payables@Springhilltn.org

