

**RESOLUTION 24-116**

**A RESOLUTION TO APPROVE RENEWAL OF CONTRACT FOR FIRE HYDRANT MAINTENANCE SERVICES**

**WHEREAS**, the City of Spring Hill Board of Mayor and Aldermen previously passed and adopted by resolution 21-34 contractual services to perform inspection and maintenance services as needed on all fire hydrants located within the City limits; and

**WHEREAS**, the Contract was for a two (2) year term with the option to renew for two additional one-year periods if both parties agree; and

**WHEREAS**, the vendor has submitted a revised price proposal; and

**WHEREAS**, the City has budgeted \$180,000.00 for hydrant maintenance and repairs this fiscal year; and

**WHEREAS**, the City Staff recommends the renewal of the Contract with DMD Consultants Inc. for fire hydrant maintenance services for a one-year period with the option to renew for an additional one-year period if both parties agree.

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

1. Approves the renewal of the Contract with DMD Consultants, Inc.
2. Authorize the mayor to sign the vendor agreement.
3. Approves the expenditure of \$180,000.00 for FY 23/24 fire hydrant maintenance.

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

  
Jim Hagaman, Mayor

ATTEST:

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

LEGAL FORM APPROVED:

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



**REQUEST:**            **Approval of Resolution 24-116**

**SUBMITTED BY:**   **Graig Temple, Fire Chief**  
                              **Jessica Weaver, Utility Director**

**DATE:**               **May 20, 2024**

**RE:**                   **Extension of Fire Hydrant Maintenance Contract for 1 year**

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**PURPOSE:**

The purpose of this resolution is to extend the existing service contract with DMD Consultants for 1 year to allow the company to complete all scheduled annual work.

**BACKGROUND:**

The Utility Department and Fire Department have shared in the costs to service and maintain the fire hydrants in the city for several years. The extension of this service contract will permit DMD Consultants to complete the necessary work for annual upkeep and painting of all city hydrants through May 20, 2025

**FINANCIAL IMPACT:**

Funding for this would be from the Fire Department for \$60,000.00 and from the Utility Department, Water Distribution for \$120,000.00; both of which are budgeted for in the FY24 budget for a total expenditure of \$180,000.00.

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution 24-116 to extend the service contract with DMD Consultants for 1 year.



**REQUEST:**            *Approval of Resolution 24-116*  
**SUBMITTED BY:**   Graig Temple, Fire Chief  
                              Jessica Weaver, Utility Director  
**DATE:**                May 20, 2024  
**RE:**                    Extension of Fire Hydrant Maintenance Contract for 1 year

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**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution 24-116 to extend the service contract with DMD Consultants for 1 year.

**RESOLUTION 21-34**

**A RESOLUTION TO AWARD THE CONTRACT FOR FIRE HYDRANT  
MAINTENANCE SERVICES**

**WHEREAS**, the City of Spring Hill desires to contract services to perform inspection and maintenance services as needed on all fire hydrants located within the City limits; and

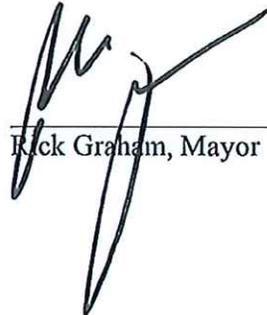
**WHEREAS**, the City publicly advertised for proposals with a bid opening on February 26, 2021; and

**WHEREAS**, DMD Consultants, Inc. was the low bidder at a total line-item bid cost of \$82,920.00 for services and repairs as needed; and

**WHEREAS**, funding for the fire hydrant maintenance services is budgeted in the 2020-2021 budget year for \$70,000.00 in the Water Distribution departmental budget and \$10,000.00 in the Fire departmental budget.

**NOW, THEREFORE BE IT RESOLVED**, that the City of Spring Hill Board of Mayor and Aldermen, award the contract for fire hydrant maintenance services to DMD Consultants, Inc. at a line-item bid cost of \$82,920.00 to be expensed as needed 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 15<sup>th</sup> day of March, 2021.**

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

ATTEST:

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

LEGAL FORM APPROVED:

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



**REQUEST:** *Approval of Resolution 21-34*  
**SUBMITTED BY:** T.C. Norman, Water Distribution Superintendent  
Terry Hood, Fire Chief  
**DATE:** March 1, 2021  
**RE:** To award the contract for fire hydrant maintenance services  
**ATTACHMENTS:** Bid tabulation; Vendor services agreement

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**PURPOSE:**

The purpose of this resolution is to award the contract for fire hydrant maintenance services.

**BACKGROUND:**

The City requires to contract with an outside vendor to provide annual maintenance and painting as needed for all fire hydrants (currently 1,875) within City limits. The maintenance would include disassembly, inspection, repairs and reassembly of each hydrant and then sandblasting and painting each in accordance with City specifications. Not all hydrants will require extensive repairs; staff estimates \$1,500 per hydrant if a full rebuild is necessary. However, it is estimated to that very few will have to be rebuilt in entirety.

Bids were opened on February 26, 2021. Staff reviewed the bids and recommends awarding the contract to DMD Consultants, Inc. at a total line-item bid price of \$82,920.00.

**FINANCIAL IMPACT:**

The funding for the maintenance services is budgeted in the FY 20/21 budget year for \$70,000 in the Water Distribution and \$10,000 in the Fire Department departmental budgets.

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution 21-34 to:

1. Award the contract for fire hydrant maintenance services to DMD Consultants, Inc. at a line-item bid cost of \$82,920.00.
2. Authorize the Mayor to sign the Vendor Services contract between the City and DMD Consultants, Inc.

## SPRING HILL VENDOR SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made by and between THE CITY OF SPRING HILL, TENNESSEE (the "City") and DMD Consultants, Inc. ("Vendor") (collectively as "Parties"), and is entered into on March 16, 2021, and is effective as of the Effective Date set forth herein.

### RECITALS:

WHEREAS, the City requires services to inspect and repair/replace fire hydrants within the City limits that 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 March 16, 2021.
2. **TERM.** The term of this Agreement shall be for two (2) years from the Effective Date herein through March 16, 2023. If both parties agree, the current contract may be extended at the same pricing for two (2) twelve-month periods.
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. Inspect, disassemble, access for repairs, complete repairs, reassemble and paint each hydrant as directed to meet City specifications
- b. Will be required to do any/all excavation and backfill portions if needed
- c. Will be responsible for all 811 locates and provide traffic control measures if needed
- d. Will be responsible for any damage to utility lines
- e. Will sandblast, apply primer material, paint material, install hydrant ID tags and retro-reflective tape to the ring on the bonnet after repairs are made
- f. Provide cleanup services of excess sandblast or paint materials from all areas around the hydrant

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

- a. Provide a location map for all fire hydrants in the City limits
- b. Provide paint color specifications for hydrants
- c. Provide hydrant ID tags

**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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to City:

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: 3-15-2021

By: 

VENDOR REPRESENTATIVE

Date of Execution: 3/22/21

CITY OF SPRING HILL, TENNESSEE

REQUEST FOR PROPOSAL

FOR

**“Sandblasting & Painting of Fire Hydrants”**



**Sealed Proposals** will be received by the City of Spring Hill, Tennessee, for **“FIRE HYDRANT SANDBLASTING, PRIMING AND PAINTING RFP / FIRE DEPARTMENT”**, at City of Spring Hill, Attention: City Recorder, P.O. Box 789, 199 Town Center Parkway, Spring Hill, Tennessee 37174, **on or before August 27, 2018 at 2:00pm CDT**. The envelope containing the proposal must be sealed and plainly marked: “FIRE HYDRANT SANDBLASTING, PRIMING AND PAINTING, RFP / FIRE DEPARTMENT”.

**Proposals will not be accepted via fax machine or internet email.**

**In order to be considered for selection, vendors must submit completed responses and sealed bids no later than 2:00pm CDT August 27, 2018.**

**Any Proposal received after the time and date specified above shall not be considered.**

**One (1) original and three (3) copies of each proposal must be submitted to the following contact & address:**

City of Spring Hill  
Attention: City Recorder  
RE: **“PROPOSAL FIRE HYDRANT SANDBLASTING, PRIMING AND PAINTING, RFP / FIRE DEPARTMENT”**.  
P. O. Box 789  
199 Town Center Parkway  
Spring Hill, TN 37174

**Proposals must be made in accordance with Instructions to Bidders furnished by the City of Spring Hill.**

The defined terms appearing in the General Specifications apply to the Proposal.

Bidders may contact Fire Chief Terry Hood regarding this Proposal at 615-486-9060 or 615-302-3462 or [thood@springhilltn.org](mailto:thood@springhilltn.org).

The City reserves the right to reject any or all Proposals regarding "PROPOSAL FOR FIRE HYDRANT SANDBLASTING, PRIMING AND PAINTING, RFP / FIRE DEPARTMENT", to waive irregularities and/or informalities in any Proposal, and to make an award in any manner, consistent with law, deemed in the best interest of the City.

## **INSTRUCTIONS TO BIDDERS**

### **1. RECEIPT AND OPENING OF PROPOSALS**

The City of Spring Hill invites and will receive Proposals at Spring Hill City Hall until 2:00pm CDT on August 27, 2018. Proposals will be publicly opened and read aloud on the aforesaid date and time. All information must be appropriately completed. The envelopes containing the Proposals must be sealed and addressed to City of Spring Hill, Attention: City Recorder, P.O. Box 789, 199 Town Center Parkway, Spring Hill, TN 37174 and plainly marked: "PROPOSAL FOR FIRE HYDRANT SANDBLASTING, PRIMING AND PAINTING RFP / FIRE DEPARTMENT.

*It is further the intent of the City of Spring Hill for the bidder to honor its prices for one (1) full year from the date of bid openings and items can be ordered as needed.*

**Any Proposal received after the time and date specified above shall not be considered.**

**Proposals will not be accepted via fax machine or internet email.**

### **2. PREPARATION OF THE PROPOSAL**

All Proposals shall give the amount of bids for work and must be signed by the Bidders. Blank spaces in each Proposal together with appropriate schedules must be completed in full in ink or typewritten. A comply or non-comply check box acknowledgement for features is supplied and must be filled in. Any non-comply answer should be explained in the area labeled **Explanation:** under each module. Comply answers can be further explained in the Explanation: section as well.

If a unit price or a lump sum already entered by the Bidder on the Proposal is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, and initialed by the Bidder in ink.

Each Proposal, together with appropriate schedules, must be submitted in a sealed envelope bearing on the outside the name of the Bidder, its address, and plainly marked: "PROPOSAL FOR FIRE HYDRANT SANDBLASTING, PRIMING AND PAINTING RFP # / FIRE DEPARTMENT.

**If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal.**

The City may consider as irregular any Proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Proposals.

Any Proposal may be withdrawn prior to the above-scheduled time for the opening of Proposals or authorized postponement thereof.

### **3. AWARD OF THE PROPOSAL**

The awards committee will select one vendor deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request For Proposal, including price. Price will be considered, but may not be the sole determining factor. The City may cancel this Request for Proposal or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous.

Should the City determine in writing and in its sole discretion that only one vendor is fully qualified, or that one vendor is clearly more highly qualified than the others under consideration, the Proposal may be awarded to that vendor. The Proposal will be a reference to all the requirements, terms and conditions of the solicitation and the contractor's proposal as submitted.

**The Proposal shall be deemed as having been awarded upon approval of the Board of Mayor and Alderman and formal notice of the award by the City to the selected Bidder.**

**Proposal will not be awarded to the selected Bidder until Board of Mayor and Alderman approval.**

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those bidders to be considered for interviews and/or negotiations. Individual criteria may be assigned varying weights at the City's discretion to reflect relative importance.

**Bidders are required to address each evaluation criterion in the order listed below and to be specific in presenting their qualifications:**

- a. Qualifications of the Vendor
- b. Experience of the Vendor
- c. References
- d. Stability and Evidence of long-term viability of the Vendor
- e. Adherence of the Product to the Technical Specifications
- f. Pricing
- g. Photos of equipment listed in the Proposal (preferably color), video / DVD accepted as well.

### **4. SCOPE OF WORK**

The work under this Proposal shall consist of the items contained in the General Specifications, and Proposal, including all incidentals necessary to fully complete said work in accordance with the Proposal.

### **5. CONDITIONS**

Each Bidder shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under Proposal. Bidders shall thoroughly examine and be familiar with the Specifications. It is also expected that the Bidders will obtain information concerning the conditions at locations that may affect its work.

The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to the Bidder's Proposal. The City shall make all such documents available to the Bidder upon request of the Bidder.

The Bidder shall make its own determination as to all conditions and shall assume all risk and responsibility and shall complete the work in and under conditions it may encounter or create, without extra cost to the City.

The Bidder's attention is directed to the fact that all applicable State laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Proposal throughout, and they will be deemed to be included in the Proposal as though written out in full in the Proposal.

## **6. ADDENDA AND EXPLANATIONS**

Explanations desired by a prospective Bidder shall be requested of the City in writing (email acceptable), and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Bidder. Every request for such explanation shall be in writing (email acceptable) addressed to Terry W. Hood, Fire Chief thood@springhilltn.org. Any verbal statements regarding same by any person prior to the award shall be un-authoritative and not binding.

Addenda issued to Bidders prior to date of receipt of Proposals shall become a part of the Proposal, and all Proposals shall include the work described in the Addenda.

Any and all such interpretations and any supplemental instructions will be in the form written / email Addenda, which, if issued, shall be emailed to all prospective Bidders, prior to the date fixed for the opening of Proposals.

## **7. NAME, ADDRESS, AND LEGAL STATUS OF THE BIDDER**

The Proposal must be properly signed in ink and the address of the Bidder given. The legal status of the Bidder, whether corporation or partnership, shall also be stated in the Proposal.

A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Bidder shall give full names of all partners. Partnership and individual Bidders will be required to state in the Proposal the names of all persons interested therein.

The place of business of each Bidder, or the office address in the case of a firm or company, with county and state and telephone number, must be given after each signature.

If the Bidder is a joint venture consisting of a combination of any or all of the above entities, each joint venturer shall execute the Proposal.

Anyone signing a Proposal as an agent of another or others must submit with his / her Proposal legal evidence of his / her authority to do so.

## **8. COMPETENCY OF BIDDER**

The opening and reading of the Proposal shall not be construed as an acceptance of the Bidder as a qualified, responsible Bidder. The City reserves the right to determine the competence and responsibility of a Bidder from its knowledge of the Bidder's qualifications or from other sources.

The City shall require submission with the Proposal of the following supporting data regarding the qualifications of the Bidder in order to determine whether it is a qualified, responsible Bidder. The Bidder will be required to furnish the following information:

- (a) An itemized list of the Bidder's equipment available for use on the Proposal.
- (b) Upon request of the City, Bidder must provide a copy of the latest available certified financial statement of the Bidder (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by independent certified public accountants.
- (c) Evidence that the Bidder is licensed to do business and in good standing under the laws of the State of Tennessee or another State.

In the event that the City shall require additional certified supporting data regarding the qualifications of the Bidder in order to determine whether he is a qualified responsible bidder, the Bidder may be required to furnish any or all of the following information sworn to under oath:

- (a) Evidence that the Bidder is capable of commencing performance as required in the Proposal.
- (b) Evidence, in form and substance satisfactory to City, that the Bidder possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the Proposal.
- (c) Such additional information as will satisfy the City that the Bidder is adequately prepared to fulfill the Proposal submitted.

#### **9. DISQUALIFICATION OF BIDDERS**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Bidder and the rejection of its Proposal:

- (a) Evidence of collusion among Bidders.
- (b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.
- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- (d) Default on a previous municipal contract for failure to perform.

#### **10. METHOD OF AWARD**

The City reserves the right to accept any Proposal or to reject any or all Proposals, and to waive defects or irregularities in any Proposal. In particular, any alteration, erasure or interlineations of the Proposal shall render the accompanying Proposal irregular and subject to (but not requiring) rejection by the City. The awards committee will select one vendor deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price. Price will be considered, but may not be the sole determining factor.

## TITLE VI POLICY

The City of Spring Hill will not discriminate in the purchase of all goods and services on the basis of race, color, religion, sex, national origin, age, disability or any other lawfully protected classification.

Verbal, faxed, or emailed quotations or quotations received after the closing date will not be accepted. The City of Spring Hill reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed in the best interest of the City of Spring Hill. Please complete "City of Spring Hill Assurance of Compliance Under Title VI of the Civil Rights Act of 1964" and submit it along with this RFP.

### **City of Spring Hill Assurance of Compliance Under Title VI of the Civil Rights Act of 1964**

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Name of Applicant (hereby referred to as "The Applicant")

Hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the Regulations of the U.S. Department of Justice (28 CFR Parts 42 & 50) and the City of Spring Hill, and any directives or regulations issued pursuant to that Act and the Regulations, to the effect that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Applicant received Federal financial assistance from the City and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use, Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Applicant by the City.

BY ACCEPTING THIS ASSURANCE, the applicant agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of Title VI, and permit authorized City personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance

with Title VI. If there are any violations of this assurance, the City shall have the right to seek administrative and/or judicial enforcement of this assurance.

This assurance is binding on the applicant, its successors, transferees, and assignees as long as it receives assistance from the City. In the case of real property, this assurance is binding for as long as the property is used for a purposed for which this assistance was intended or for the provision of services or benefits similar to those originally intended. In the case of personal property, this assurance applies for as long as the recipient retains ownership or possession of the property. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the applicant.

Dated \_\_\_\_\_

\_\_\_\_\_  
(Applicant)

Address \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
(Title of Authorized Official)

**No further monies or other benefits may be paid out under these programs unless this Assurance is completed and filed as required by existing regulations.**

## SCOPE OF WORK

The work included in this proposal shall be for fire hydrant maintenance; sandblasting, priming and painting. All work must conform to the accepted practices for sandblasting and painting of fire hydrants. Work shall include complete sandblasting, one (1) spray coating of primer material to be applied immediately after sandblasting, one (1) spray coating of paint material 4-28 hours after primer application on each fire hydrant. The specifications provide guidelines and details for fire hydrant sandblasting, priming and painting. The City of Spring Hill is in search of an experienced contractor with a minimum of five (5) consecutive years of experience with fire hydrant sandblasting/painting to fully sandblast, prime and paint approximately 190 fire hydrants within a designated area of the City of Spring Hill. The City of Spring Hill will select a contractor to furnish all labor, materials, tools and equipment required to complete the work indicated in the specifications contained in the RFP. The work included in this proposal shall be for fire hydrant maintenance, sandblasting, priming and painting. All work must conform to the accepted practices for sandblasting, priming and painting of fire hydrants. Work shall include complete sandblasting, one (1) spray coating of primer material to be applied immediately after sandblasting, one (1) spray coating of paint material 4-28 hours after primer application on each fire hydrant and one (1) coat of paint on caps of hydrant. Furthermore, the contractor is responsible for cleanup of excess sandblast material from the sidewalk, driveway, surrounding paved area and turf and/or landscaping. The contractor shall provide protection to any sidewalk, driveway, paved area, turf and/or landscaping so spray primer/paint material does not discolor said sidewalk, driveway, paved area, turf and/or landscaping. DAMAGE All loss or damage arising out of the nature of the work to be done or from any delay or unforeseen or unusual obstructions, or from difficulties which may be encountered in the prosecution of the work or arising from the action of the elements, shall be sustained at the CONTRACTOR'S expense. The CONTRACTOR shall be held responsible for any damage to any water, gas or drain pipes, conduits, trees, sidewalks, pavements, structures, etc., and to interruption of service to same. The CONTRACTOR shall protect, restore and make good, as may be necessary, all buildings, foundations and fences injured in the progress of the work, at the CONTRACTOR'S expense. The CONTRACTOR

shall protect all private and corporate property, such as gas mains, telephone lines, telephone or telegraph poles or conduits, etc. interfering with the work, notifying the several owners of the work to be done, and arranging for the future disposition of their property. The CONTRACTOR agrees to hold the City of Spring Hill harmless from any such claims or demands of any kind, arising from their performing the work on this contract.

**Ductile or Cast Iron: Fire Hydrants**

1. Exterior, Non-Immersion  
Surface Preparation: Prepared in accordance with NAPF 500-03-04/05 Abrasive Blast Cleaning or Ductile Iron Pipe and Cast Ductile Iron Fittings.  
1st Coat: 66HS/161HS-Color Hi-Build Epoxoline at 4.0 - 6.0 mils DFT.  
2nd Coat: 740-Color UVX at 2.5 -5.0 mils DFT.

**A. APPLICABLE LAWS AND COURTS**

This Proposal and any resulting contract shall be governed in all respects by the law(s) of the State of Tennessee, and any litigation with respect thereto shall be brought in Maury County, Tennessee. The bidder shall comply with all applicable federal, state and local laws, rules and regulations as they are mandated from Federal, State, and Local recognized monitoring agencies.

**PRICING AND DELIVERY SCHEDULE**

**DELIVERY SCHEDULE OF EVENTS AND TIME PERIODS MUST BE STATED BELOW**

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Respectfully submitted,

Proposer: \_\_\_\_\_  
(Proposer Company Name)

By: \_\_\_\_\_  
(Authorized Signature for Proposer)

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## SPRING HILL VENDOR SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made by and between THE CITY OF SPRING HILL, TENNESSEE (the “City”) and DMD Consultants (“Vendor”) (collectively as “Parties”), and is entered into on \_\_\_\_\_, 2023, and is effective as of the Effective Date set forth herein.

### RECITALS:

WHEREAS, the City requires services to inspect and repair/replace fire hydrants within the City limits that 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, 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 May 20, 2024.
2. **TERM.** The term of this Agreement shall be 12 months from the Effective Date herein through May 20, 2025.
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. See Request for Proposal, Qualifications and Exceptions

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

- a. See Request for Proposal, Qualifications and Exceptions

**6. INDEPENDENT CONTRACTOR.** It is expressly agreed and understood that the 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.** The term of this Agreement shall continue from the Effective Date until the earlier of (a) expiration

of the term of all Work Orders referencing this Agreement or (b) termination of this Agreement as provided in this Agreement. Either party may terminate a Work Order or this Agreement, as applicable, for material breach by the other party of the Work Order or this Agreement, as applicable, which is not cured within 30 days from the receipt by the party in breach of a written notice from the other party specifying the breach in detail. Client shall be liable for payment to Company for all Services rendered prior to the effective date of any such termination. Expiration or termination of any Work Order or this Agreement for any reason will not release either party from any liabilities or obligations set forth in any Work Order or this Agreement which (a) the parties have expressly agreed will survive any such expiration or termination or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration and termination.

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 subconsultant 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 within the agreed upon time frame.
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, pandemics, 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to City: Mayor Jim Haganan  
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.
24. **COMPLIANCE WITH PUBLIC CHAPTER 775-TCA, TITLE 12, CHAPTER 4, PART 1.** In accordance with Tennessee Code Annotated, Title 12, Chapter 4, Part 1, the Contractor cannot be currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel.
25. **OPEN RECORDS DISCLOSURE.** Any and all documents submitted to the City of Spring Hill that are associated with this project are subject to the Tennessee Public Records Act. Access to the record is governed by the Tennessee Public Records Act and the policies of the City of Spring Hill and the Office of Open Records Counsel.

[SIGNATURES ON NEXT PAGE]

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:  \_\_\_\_\_  
JIM HAGAMAN  
Mayor of Spring Hill  
Date of Execution: 5-20-2024

By: \_\_\_\_\_ (print)  
\_\_\_\_\_  
VENDOR REPRESENTATIVE  
Date of Execution: \_\_\_\_\_



September 25, 2023

To Whom It May Concern:

After cost increases in every sector of our business, fuel, vehicles and equipment, paint, supplies and manpower we have found it necessary to increase our prices to the 10% allowable by our fire hydrant maintenance contract to offset some of these increases. We appreciate your business and appreciate your consideration. Below is a Table of our new 2023-2024 pricing.

**COST PROPOSAL FOR MAINTENANCE SERVICES FOR FIRE HYDRANTS**

1	Description of Work	Original Cost \$	New 2023-24 cost \$
1a	Replace operating nut	90.00	99.00
1b	Replace top operating rod	110.00	121.00
1c	Replace bottom operating rod	185.00	203.50
1d	Install new rod coupling	85.00	93.50
1e	Install new seat ring	165.00	181.50
1f	Install new drain valve	210.00	231.00
1g	Install new main valve rubber seal	100.00	110.00
1h	Replace seal/gasket between bonnet and nozzle section	50.00	55.00
1i	Replace hose nozzles	115.00	126.50
1j	Replace pumper nozzles	145.00	159.50
1k	Replace gasket between upper and lower standpipe sections	100.00	110.00
1l	Replace o-ring seals associated with hydrant repair	35.00	38.50
2	Complete Fire Hydrant service as stated in original contract		
2a	Complete Fire Hydrant Service	65.00	71.50
2b	Fire Hydrant Flow Testing	42.00	46.20
3	Replace existing Fire Hydrant as stated in original contract		
3a	Replace existing fire hydrant with a new fire hydrant assembly on existing MJ valve	4560.00	5016.00
4	Install new fire hydrant assembly on existing water main as stated in original contract		
4a	Install new fire hydrant assembly on 8" main with solid sleeves	7400.00	8140.00



September 25, 2023

4b	Install new fire hydrant assembly on 8" main with tapping sleeves	8400.00	9240.00
4c	Install new fire hydrant assembly on 10" main with solid sleeves	7800.00	8580.00
4d	Install new fire hydrant assembly on 10" main with tapping sleeves	8800.00	9680.00
4e	Install new fire hydrant assembly on 12" main with solid sleeves	8450.00	9295.00
4f	Install new fire hydrant assembly on 18" main with solid sleeves	11400.00	12540.00
4h	Install new fire hydrant assembly on 18" main with tapping sleeves	12000.00	13200.00
5	Install mechanical joint valve on existing fire hydrant as stated in the original contract		
5a	Install mechanical joint valve	2475.00	2722.50
6	Horizontal extension of fire hydrant using ductile iron pipe and rodding		
6a	1 LF	75.00	82.50
7	Vertical extension of fire hydrant using extension		
7a	6"	280.00	308.00
7b	12"	320.00	352.00
7c	18"	400.00	440.00
7d	24"	520.00	572.00
8	Erosion and Sediment Control		
8a	Per Square Foot	15.00	16.50
9	Sandblast, apply primer coat of material, apply paint material as stated in original contract		
9a	Per fire hydrant	78.00	85.80

Respectfully Submitted by

David Durrua, Director  
DMD Consultants Inc  
dmd@dmdconsultants.net



September 25, 2023