

RESOLUTION 13-96

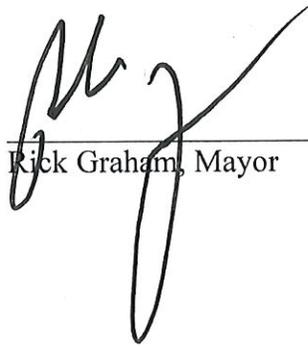
**A RESOLUTION TO AUTHORIZE CONSTRUCTION DRAWING PLANS FOR
PORT ROYAL PARK**

WHEREAS, the City of Spring Hill acquired property on Port Royal Road adjacent to Deerfield Subdivision and has plans for a city park that will contain league football fields, splash pad, etc.; and

WHEREAS, the Port Royal Park Master Plan has been completed and the Parks and Recreation Commission has made a recommendation.

NOW, THEREFORE BE IT RESOLVED that the City of Spring Hill Board of Mayor and Aldermen authorizes an agreement for the construction drawing plans for the Port Royal Park with Dempsey Dilling and Associates.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on this 21st day of October, 2013.



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

DEMPSEY, DILLING & ASSOCIATES, P.C.
ENGINEERING CONSULTANTS
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 (currently 0.55 cents per mile).
- 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.

Payment of Fees

Engineering fees will be invoiced monthly to the owner by DDA. Payment is due within 30 days of the invoice date. Any payments not received by DDA within 30 days of the invoice date will again be invoiced the following month and shall contain a 20% late fee. The late fee shall be applied each month to the accumulating late payment and fee.

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 its 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.



October 17, 2013

File No. 0100-363

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

**RE: CITY OF SPRING HILL, TENNESSEE
PORT ROYAL ROAD PARK ENGINEERING CONTRACT**

Dear Mr. Moss:

As requested, Dempsey, Dilling & Associates, P.C. (DDA) *Engineering Consultants(AS ENGINEER OF RECORD)* is pleased to submit a contract proposal for providing engineering services for development of engineering documents for the proposed Port Royal Road Park. Our proposal is based on providing engineering services to develop engineered drawings and specifications as to allow bidding for construction. The project will consist of a 20+/- acre site in which Bid Documents (plans and specifications) will be developed based on a previously developed Master Park Plan by Kimley-Horn. DDA proposes to perform the following tasks:

1. Review the existing resources (if applicable) including the Kimley-Horn Master Development Plan and project schedule, Greenway Master Plan, and Land Use Plans.
2. Schedule a project kick-off meeting with the Project Team and the City to discuss goals associated with the Port Royal Road Park and the desired phasing of the project. Kimley-Horn's Master Development Plan will be utilized during the meeting to discuss the location of the various park elements within each phase. Additional meetings will be scheduled as necessary in order to adequately address the entire scope of each phase of the project.
3. Utilize the proposed fire hall infrastructure design (99% complete by DDA) which has incorporated mutual components associated with both the fire hall and park such as the entry roadway, sewer system and lift station, potable water system, natural gas line, sidewalks/pedestrian ways, drainage system and landscaping.
4. DDA will utilize the existing site survey performed by Sawyer Land Surveying.
5. Utilize certain existing design components and details from the previous DDA Park Design and Bidding in 2007, see attached site layout. Some of the details and drawing components will be utilized and will save the City money on the engineering design fee.

6. Prepare Engineered Plans, Specifications and Bid Documents for Port Royal Road Park as defined by the approved Master Development Plan. The following components, as described in Kimley-Horn's Park Master Development Plan, are included within the proposed engineering fee.

Comprehensive Community Park Master Development Plan Elements		
Grading and Site Work	Interior Traffic Improvements	Football Fields
Erosion and Sediment Control Plan (SWPPP)	Landscaping	Basketball/Tennis Courts
Storm Drainage	Park Amenities	Splash Pad
Utilities (water, sewer, electric, natural gas, communications)	Concessions Building	Playground
Pedestrian Connectivity	Concessions Plaza	Veteran's Plaza

DDA will submit the entire Bid Document package (Plans and Specifications) to the City of Spring Hill for review and input. Once the review is completed, the necessary revisions will be incorporated into the plans and specifications. DDA will provide both hard and electronic copies of the Final Plans, Specifications, and Bid Contract Documents to the City of Spring Hill for approval.

7. Assist in receiving competitive bids for the Port Royal Road Park project.

8. Prepare the necessary permit applications and submittals to the Tennessee Department of Environment and Conservation (TDEC) for the project which will include a

- NPDES Permit for the Construction Notice of Intent (NOI)
- Storm Water and Storm Water Pollution Prevention Plan (SWPPP)
- Water System Design
- Sewer System Design

DDA proposes to perform tasks 1 through 8 based on an estimated cost of:
 $\$3,789,231(\text{Total Park Cost}) + \$253,520 (\text{Port Royal Road Improvements}) = \$4,042,751$

The total project listed above, in which the engineering fees will be based, does not include the 15% contingency, 5% bonds, and mobilization as outlined in Kimley-Horn's project estimate. A typical USDA Rural Development Schedule of engineering fees based on 6.30% of the estimated cost equates to a lump sum fee of \$254,693. Due to DDA's previous involvement with the park project during the 2007 design and bidding along with our design of the fire hall and mutual components, we can perform the referenced engineering for a reduced fee based on 5% of the project cost (\$4,042,751).

Therefore, DDA proposes to provide the services for a lump sum fee cost of:

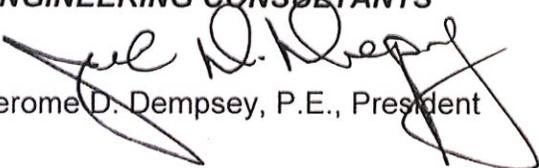
5.0% x \$4,042,751 = \$202,137.00.

If approved, DDA's monthly billing will be based on the percent complete of the project. Should additional tasks be requested by the City, the hourly fees and associated additional services costs as outlined in the attached terms and conditions will apply. DDA anticipates that the tasks 1 through 8 are to be completed within 120 days. This time frame is based on the assumption that no delays will be incurred by DDA due to the requirement of scheduling and receiving review comments from City staff and committees. If these delays are experienced, DDA asks that the City take these into consideration as to allow the necessary adjustment to the project completion deadline. DDA is required to notify the Client/Owner in writing for any delay which DDA attributes to the Client/Owner. Such notice shall be no later than ten (10) days after such delay caused by the Client/Owner. This proposal does not include construction administration or project representation services after bidding has been performed.

If the City is in agreement with this proposal, we ask that both of the original copies be signed by an approved representative of the City of Spring. One copy should be retained by the City and one copy returned to DDA as authorization to proceed. Please note that the attached "Terms and Conditions" are an integral part of this proposal. DDA appreciates the opportunity to provide professional engineering services to the City of Spring Hill Parks Department for this specified project. Should you have any questions or comments please give me a call.

Sincerely,

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


Jerome D. Dempsey, P.E., President


Brad Dilling, P.E., Vice President

ACCEPTED BY CITY OF SPRING HILL, TN

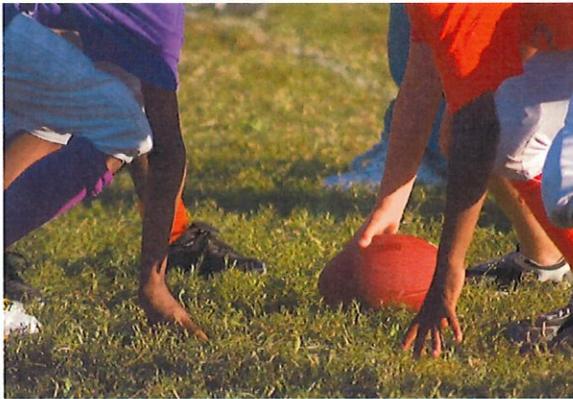
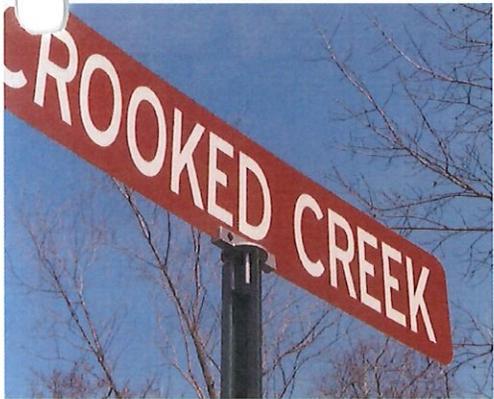
Authorizing Signature

Authorizing Representative's Title (Print /Type)

Date

PORT ROYAL PARK

Construction Documents and Oversight



PROPOSAL

Prepared for:



Prepared by:



Kimley-Horn
and Associates, Inc.

October 2013

PORT ROYAL PARK

Construction Documents and Oversight

Kimley-Horn and Associates, Inc. | 209 Tenth Avenue South | Suite 501 | Nashville, TN 37203 | 615.564.2701

October 17, 2013

Mr. Kevin Fischer, Director of Parks and Recreation
City of Spring Hill
PO Box 789
Spring Hill, TN 37174

Dear Mr. Fischer,

In response to your request via email yesterday, I have compiled the following information for you.

Kimley-Horn and Associates, Inc. greatly appreciated the opportunity to work collaboratively with you and your staff on the Port Royal Community Park Master Plan. We are excited to continue our working relationship through the construction document and construction engineering inspection (CEI) phases. We firmly believe that our team's dedication to your success and our experience in parks and recreation planning and construction will benefit the City of Spring Hill in this endeavor.

Several members of our team are specialists in the design and construction of parks and recreation facilities. I will serve as Principal-in-Charge for this project and **Brendan Boles, P.E., LEED AP, CFM** will serve as Project Manager. Brendan and I bring to this assignment over 40 years of combined parks and recreation experience. We also have completed over \$150 million worth of parks and recreation design and construction. In addition, the Kimley-Horn team provides extensive parks and recreation experience throughout the Southeast as well as a portfolio of recreation projects across the country.

Our team also includes **Mark Sawyer, PLS** of **Sawyer Land Surveying, LLC** and **Lyle Lynch, AIA, NCARB** of **Johnson + Bailey Architects P.C.** Mark is considered to be the "go-to" surveyor for the City of Spring Hill. He has been in practice in Spring Hill since 1997 and has nearly 30 years of survey experience within Spring Hill alone. Lyle will provide architectural services, and has nearly 25 years of experience in building programming; design; coordination with mechanical, electrical, and structural systems; project bidding; and construction phase services.

We understand that the schedule for this project is critical. You can count on Kimley-Horn to provide the City with the leadership necessary for a quality community park in a timely and efficient manner. From the inception of the project all the way through construction, our specialized team has the experience and knowledge to provide the City of Spring Hill with a community park that its citizens, leaders, and visitors can be proud of.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



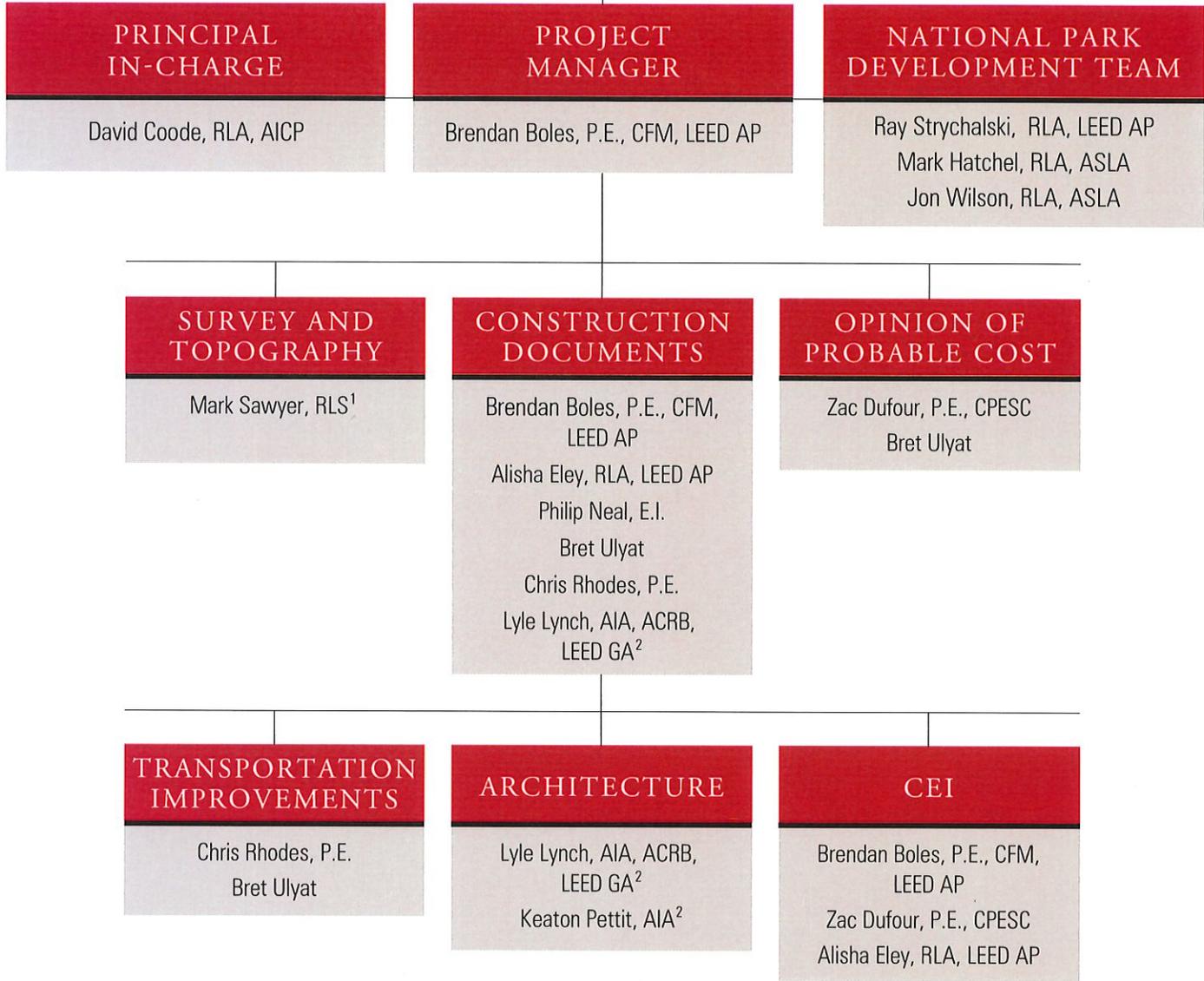
David A. Coode, RLA, AICP
Principal-in-Charge

**David Coode and
Brendan Boles
have worked on
over \$150 million
of parks and
recreation design
and construction.**



PROJECT TEAM

CITY OF SPRING HILL



Subconsultants

- 1 Sawyer Land Surveying, LLC
- 2 Johnson & Bailey Architects, P.C.



PORT ROYAL PARK

Construction Documents and Oversight



DAVID COODE, RLA, AICP

PRINCIPAL-IN-CHARGE

B.S., Landscape Contracting,
Mississippi State University,
1988

B.L.A., Mississippi State
University, 1988

RLA in TN, MS, MI, and LA

David offers you 25 years of experience in park and recreational planning in middle Tennessee. His primary activities have included community input meetings, facility inventory, master planning, design, and construction. David has personally supervised over \$100 million of park construction.

*David served as principal, lead designer, project manager, or construction engineering inspection staff for the following constructed park projects:**

- Siegel Soccer Complex — Murfreesboro, TN
- McKnight Baseball Complex — Murfreesboro, TN
- Mill Creek Regional Park — Statesboro, GA
- Phase One Centennial Park Baseball Complex — Crossville, TN
- Victor Ash Soccer Complex — Knoxville, TN
- Field of Dreams Softball Stadium — Chattanooga, TN
- Warner Park Softball Complex — Chattanooga, TN
- Lakebottom Park — Columbus, GA
- WKU Women's Athletic Stadium — Bowling Green, KY
- Pickneyville Park Expansion — Gwinnett County, GA
- Cardinal Run Park — Lexington, KY



BRENDAN BOLES, P.E., CFM, LEED AP

PROJECT MANAGER

B.S., Civil Engineering,
University of Tennessee,
Knoxville, 2001

P.E. in TN

LEED AP

Brendan brings 12 years of experience in planning, design, engineering, and permitting for a wide range clients throughout the southeast. He has developed construction documents and technical specifications for more than \$50 million in site improvements. Brendan combines his extensive experience as a consulting engineer to ensure the numerous and often competing project priorities are appropriately balanced and ultimately lead towards a successful project execution.

*Brendan served as principal, lead designer, project manager, or construction engineering inspection staff for the following constructed park projects:**

- Shorty Howell Park — Gwinnett County, GA
- Rock Springs Park — Gwinnett County, GA
- MTSU Track and Field — Murfreesboro, TN
- Kingsport Aquatic Center and Greater Kingsport Family YMCA — Kingsport, TN
- Trembling Earth Recreation Complex — Waycross, GA
- Mud Creek Soccer Complex — Cobb County, GA
- Gwinnett Environmental and Heritage Center — Buford, GA
- Club Drive Park — Gwinnett County, GA
- Duncan Creek Park — Gwinnett County, GA
- MLK Park — Springfield, TN
- Pleasant View Community Park — Pleasant View, TN

All of the projects listed above are built facilities designed over the last 20 years, totalling over \$150 million.

*Prior to joining Kimley-Horn



PRELIMINARY PROJECT SCHEDULE

Task	2013			2014								
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Construction Documents	[Blue bar]											
Prepare Preliminary Construction Documents	[Light blue bar]											
Prepare Final Construction Documents				[Light blue bar]								
Bidding					[Orange bar]							
Advertise Bid					[Orange bar]							
Bid Opening						[Orange bar]						
Award Contract							[Orange bar]					
Construction							[Green bar]					
Site Grading							[Green bar]					
Turfgrass Sprigging									[Green bar]			
Park Elements Construction									[Green bar]			
Park Opening												[Green star]

PORT ROYAL PARK

Construction Documents and Oversight



FEE PROPOSAL

**AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN THE
CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.**

AMENDMENT NUMBER 1 DATED October 17, 2013, to the agreement between the City of Spring Hill, ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated June 17, 2013 ("the Agreement") concerning the Port Royal Park Master Plan (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:

CITY OF SPRING HILL

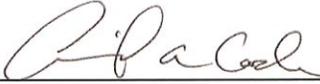
By: _____

Title: _____

Date: _____

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: 

Title: Associate

Date: October 17, 2013

Exhibit A to Amendment Number 1,
dated October 17, 2013.

The purpose of Amendment Number 1 is to identify and scope the design and construction support-related services that Kimley-Horn will perform associated with the City of Spring Hill's Port Royal Park Master Plan. The Consultant shall perform the following Additional Services:

Task 1 – Project Coordination and Meetings

This task will consist of general project management, project meetings, administrative, and accounting activities for the project. Kimley-Horn staff will prepare and distribute project correspondence, schedule review meetings and activities, and discuss project issues with the Client throughout the project.

As a part of these coordination efforts, Kimley-Horn staff will also coordinate and attend meetings with City staff during the construction documentation phase as outlined in the sub-tasks below. This task consists of additional coordination with the local utility providers in order to provide services to the park.

Task 1.1 – Design Development Kick-off Meeting

Kimley-Horn will meet with City staff to discuss the project phasing and scope of construction documentation to be completed by the Consultant. Kimley-Horn will revise project phasing based on Client's input to provide a Phase 1 project commensurate with the City's budget. Any updates or revisions to plans prepared by others for the City's fire hall located on the adjacent property will be reviewed at this time and any adjustments to park plan and utility connections can be made at this time.

Task 1.2 – Kit-of-Parts Meeting

Kimley-Horn will meet with the Parks & Recreation Commission to select site furniture (i.e. benches, trash receptacles, etc.). At this meeting, an inclusive playground structure for the playground site will also be finalized.

Task 1.3 – Preliminary Design Review Meeting

Once the preliminary 60% plans package has been prepared, Kimley-Horn will meet with the Parks Department and Spring Hill City staff to review the preliminary plans package. The preliminary plans review session will consist of:

- Review of the site plan and architectural plans and elevations
- Review of the preliminary engineer's opinion of probable construction cost for Phase 1
- Review and finalize site furnishings, materials, and finishes
- Review and finalize hardscape materials, finishes, and samples
- Review and finalize landscape plant materials
- Outline construction phasing and schedule

Task 1.4 – Final Design Review Meeting

Once the final design plans package has been prepared, Kimley-Horn will meet once again with the Parks Department and Spring Hill City staff to review them. The final design plans review meeting will consist of:

- Review of the plans package
- Review of the engineer's opinion of probable construction cost
- Review of the project bid book, technical specifications, and contractor submittal requirements
- Discussion with utility providers about their concerns and input
- Discussion of submittal requirements necessary for City approval.

Task 2 – Design Phase Services

Kimley-Horn will prepare a set of construction documents for the Port Royal Park with project limits as shown in the Master Plan. A preliminary 60% design set will be completed by the Consultant and then reviewed with City staff. Following this review, Kimley-Horn will complete the plan set and produce the final 100% plan set for project bidding.

We anticipate this set of drawings will consist of the following:

- Title Sheet – This sheet will contain relevant project and contact information.
- General Notes – This sheet will contain notes related to Contractor responsibilities.
- Existing Conditions / Demolition Plans – Kimley-Horn will prepare these plans based on the survey completed in the original scope of this project.
- Erosion and Sediment (E&S) Control Plans – This three-phase erosion control plan will detail temporary erosion control measures, comprising of silt fence, diversions, and inlet protection.
- Site/Layout Plans – Kimley-Horn will prepare a final Site Plan for the proposed park improvements depicting the following: building layout and typical dimensions for sidewalks, streets, parking, plaza, trail and other park design elements.
- Grading and Drainage Plans – Kimley-Horn will prepare these plans illustrating existing and proposed contours and final spot elevations at key locations.
- Storm Water Plans – Storm water plans, details, specifications and calculations will be prepared.
- Landscape Plans – The Consultant will prepare a landscape plan for the proposed planting areas within the project limits, which will consist of shade trees and evergreen tree buffer and other landscaping features deemed necessary by Kimley-Horn staff. Standard details, notes, and material quantity lists will be provided.
- Irrigation Plans – The Consultant will prepare site irrigation plans for planting areas and sports fields as designated by Client. Standard details, notes, and material quantity lists will be provided.
- Roadway Striping and Pavement Marking Plans – Kimley-Horn will prepare lane striping and pavement marking plans for the internal park roadways within the project limits consistent with TDOT and the Manual of Uniform Traffic Control Devices (MUTCD) standards.
- Details – Kimley-horn will prepare detail sheets showing typical sections for the proposed improvements.
- Utility Plans – Kimley-Horn will coordinate with the Client and Dempsey, Dilling & Associates to locate the potable water, fire water, and, sanitary sewer services for the park and the fire hall. Fire hall improvements to be designed by others.
- Site Electrical Plans – The Consultant will prepare a site electrical plan to provide power to the building and sports fields.
- Architectural Plans – The Consultant will prepare architectural building plans for an

approximately 2,500 square foot building consisting of structural, mechanical, plumbing, and electrical plans and associated details.

Task 3 – Prepare Engineer’s Opinion of Probable Construction Cost

Kimley-Horn will prepare an engineer’s opinion of probable construction cost for the construction plans completed in Task 2. This will consist of quantities and unit costs for each of the proposed pay items for the project. The opinion of probable construction cost will be developed to accompany the 60% plans submittal and revised to accompany the final plan submittal. We will also prepare a bid form for this project in accordance with the Client’s policies.

Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, all opinions rendered as to costs, including but not limited to: opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment and does not guarantee that proposals, bids, or actual costs will not vary from opinions of cost prepared by it. If at any time the City wishes greater assurance to the amount of any cost, it shall employ an independent cost estimator. Consultant’s services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

Task 4 – Submittals and Permitting

Prior to making any external submittals, Kimley-Horn will provide the client with a draft set of construction plans for review as described in Task 2. Following the completion of the final plan set, Kimley-Horn will submit to the City of Spring Hill for site plan approval. Kimley-Horn will make one round of revisions per City staff comments and resubmit for final approval.

Kimley-Horn will prepare a site specific Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) for coverage under the State of Tennessee’s NPDES General Construction Permit. The SWPPP will consist of three phase erosion prevention and sediment control (EPSC) plan and other applicable EPSC Best Management Practices (BMP’s) for the site to minimize the escape of sediment from the site according to the Tennessee Department of Erosion and Sediment Control Handbook. The owner will be responsible to pay necessary permit fees. Kimley-Horn will submit the NOI to the local Tennessee Department of Environment and Conservation (TDEC) environmental field office for approval.

Task 5 – Bid Phase Services

Kimley-Horn will prepare and assemble construction bid documents. Kimley-Horn will prepare a bid advertisement for the project to be utilized by the City. Kimley-Horn will issue one (1) reproducible bid package for the submittal of quotations to perform the work and conduct one (1) pre-bid meeting with potential bidders. Kimley-Horn staff will further respond to questions that arise during the bidding process and issue statements of clarification or bid addenda that are warranted. Up to three (3) bid addenda will be prepared by Kimley-Horn. Kimley-Horn will be present for the bid opening and meet with City of Spring Hill staff following the bid opening to assist with bid review. In addition, Kimley-Horn will tabulate the bids received and evaluate the compliance of the bids received with the bidding documents. Kimley-Horn will prepare a written summary of this tabulation and evaluation. If requested by the City, Kimley-Horn will notify the selected Contractor.

Task 6 – Flood Study

Kimley-Horn will review and revise the previously prepared No Rise Certification prepared by James Civil Engineering to reflect the site grading plan for the proposed improvements within the Rutherford Creek 100-yr floodway. The previously prepared HEC-2 hydraulic model will be imported in HEC-RAS and the existing cross sections will be modified to reflect the proposed improvements. The existing 100-yr floodplain elevations will be compared with the proposed elevations to determine if a No-Rise Certification can be provided for the proposed improvements. Kimley-Horn will make modifications to the proposed grading and hydraulic model to reduce any increase in water surface elevations. If no increases in the 100-yr flood elevation are reported by HEC-RAS, Kimley-Horn will prepare a No-Rise Certification and submit to the City of Spring Hill for review.

Task 7 – Port Royal Road Improvements

Kimley-Horn will prepare roadway improvement plans for the Port Royal Road to include a south bound right-turn deceleration lane and north bound left –turn lane into the main park and fire hall entry drive. Kimley-Horn will also prepare lane striping and pavement marking plans for Port Royal Road improvements consistent with TDOT and the Manual of Uniform Traffic Control Devices (MUTCD) standards. As part of this task, the Consultant will coordinate and design with the City of Spring Hill and the City’s Fire Department a pre-emptive signal system to provide for controlled emergency access from the Fire Hall.

Task 8 – Site Jurisdictional Determination

Kimley-Horn staff will visit the project site to determine the presence of state regulated waters within the project limits. A jurisdictional determination report will be prepared and submitted to Tennessee Department of Environment and Conservation and Army Corps of Engineers for approval. Kimley-Horn will visit the site twice as a part of this task.

Task 9 – Construction Support Services

During the construction phase, Kimley-Horn staff will provide limited construction support services as specifically stated below:

Task 9.1 – Pre-Construction Meeting

Upon award of the construction contract, Kimley-Horn staff will facilitate a pre-construction meeting to outline project goals and expectations. Kimley-Horn will review the construction schedule with the Contractor and coordinate what procedures will be followed during construction. Meeting minutes will be compiled by Kimley-Horn and submitted to the Client.

Task 9.2 – Site Visits and Observation of Construction

Kimley-Horn will participate in bi-monthly construction progress meetings (up to 14) based upon a seven-month construction schedule to review progress and construction schedule. These visits and observations by Kimley-Horn staff are not intended to be exhaustive or to extend to every aspect of the Contractor’s work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the work based on the Consultant’s exercise of professional judgment. Based on information obtained during such visits and observations, Kimley-Horn staff will evaluate whether the Contractor’s work is generally proceeding in accordance with the contract documents, and the Consultant will keep the Client informed of the general progress of the work.

The purpose of the Consultant’s site visits will be to enable the Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement, and to provide the Client a

greater degree of confidence that the work will conform to the intent of the contract documents. Consultant shall not, during such visits or as a result of such observations of the Contractor's work in progress, supervise, direct, or have control over the Contractor's work nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by the Contractor, for safety precautions and programs incident to the Contractor's work, nor for any failure of the Contractor to comply with laws and regulations applicable to the Contractor's furnishing and performing the work. Accordingly, the Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with contract documents.

Concerning limitations of responsibility, the Consultant shall not be responsible for the acts or omissions of any contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the work. The Consultant shall not have the authority or responsibility to stop or direct the work of any contractor.

Task 9.3 – Recommendations with Respect to Defective Work

Kimley-Horn staff will recommend to the Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Kimley-Horn staff believes that such work will not produce a complete project that conforms generally to the contract documents.

Task 10 – Additional Services

Any service not specifically provided in the above scope, as well as any changes in the scope as requested by the City, or as necessary to complete items provided in the Scope of Services, will be considered Additional Services and will be performed at our current hourly rates as Kimley-Horn agrees prior to their performance. Additional services that Kimley-Horn may provide include, but are not limited to, the following:

- Presentations to BOMA
- Technical specifications manual
- Additional presentation materials needed for public meetings
- Attendance at additional meetings not specifically outlined in the Scope of Services above
- Attendance at additional progress meetings with the Contractors, City Officials, or Stakeholders beyond the number specifically outlined in the Scope of Services above
- Design phase services outside of the project limits referenced in the above Scope of Services

INFORMATION PROVIDED BY THE CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Front end bid documents

SCHEDULE

We will provide our services as expeditiously as practicable to meet the schedule outlines below:

	Milestone
Notice to Proceed (NTP)	October 21, 2013
60% Plan Set	8 weeks following NTP, December 16, 2013
Final Plan Set	12 weeks following NTP, January 13, 2014
Advertisement for Bid	15 weeks following NTP, February 3, 2014
Start of Construction	April 2014

FEE AND BILLING

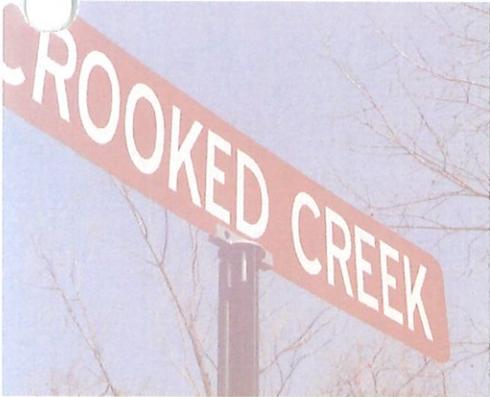
KIMLEY-HORN will perform the services described in Task 1 through 8 following lump sum fees inclusive of expenses described below.

Task	Fee
Task 1 – Project Coordination and Meetings	\$30,600.00
Task 2 – Design Phase Services	\$131,300.00
Task 3 – Prepare Opinion of Probable Cost	\$4,200.00
Task 4 – Submittals and Permitting	\$6,500.00
<u>Task 5 – Bid Phase Services</u>	<u>\$32,000.00</u>
PARK DESIGN SUBTOTAL	\$204,600.00
Task 6 – Flood Study	\$12,000.00
Task 7 – Port Royal Improvements	\$9,200.00
Task 8 – Jurisdictional Determination	\$4,500.00
Task 9 – Construction Phase Services	Hourly

Kimley-Horn will perform the services described in Task 9 – Construction Phase Services on a labor fee plus expense basis. We recommend the City budget \$60,000 for Kimley-Horn efforts related to the construction phase. Kimley-Horn will not exceed this budget without prior approval from the Client. Labor fee will be billed according to the attached rate schedule, which is subject to annual adjustment. Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. An amount will be added to each invoice to cover certain other expenses such as in-house duplicating, local mileage, telephone calls, facsimiles, postage, and work processing. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

Kimley-Horn will perform the services described in Task 10 (Additional Services) of the Scope of Services on a labor fee plus expense basis. However, effort associated with this task will not be performed without authorization from you.

Fees will be invoiced monthly based upon the percentage of services performed as of the invoice date for lump sum tasks (Task 1 through 8). For Task 9 and 10 services, fees will be invoiced monthly based on the actual amount of service performed and expenses incurred. Payment will be due within 25 days of your receipt of the invoice.



 Kimley-Horn
and Associates, Inc.

WWW.KIMLEY-HORN.COM