

RESOLUTION 25-37

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE CONTRACT WITH KIMLEY-HORN FOR CEI SERVICES FOR THE FISCHER PARK IMPROVEMENT PROJECT

WHEREAS, the City of Spring Hill contracted with Kimley-Horn to provide engineering services for the Fischer Park improvement project by Resolution 23-38; and

WHEREAS, construction engineering and inspection (“CEI”) were not included in the initial contract; and

WHEREAS, staff requested and received a cost proposal from Kimley-Horn for CEI services to assist the City for the duration of the project; and

WHEREAS, Kimley-Horn submitted Amendment No. 1 to the original contract to provide CEI services in the amount of \$16,000, attached hereto as Exhibit A.

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

1. Approve Amendment No. 1 to the contract with Kimley-Horn for CEI services for the Fischer Park improvement project, attached hereto as Exhibit A.
2. Authorize the Mayor to sign Amendment No. 1.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 3rd day of February, 2025.



Jim Hagaman, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

**AMENDMENT NUMBER 01 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN
AND ASSOCIATES, INC.**

This is Amendment number 01 dated January 29, 2025 to the agreement between City of Spring Hill ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated August 14, 2023 ("the Agreement") concerning improvements at Walnut Street Skate Park and Fischer Park at Port Royal (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.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Consultant will perform the following services:

Task 1: Limited Construction Phase Services

Site Visits and Construction Observation

Kimley-Horn will attend up to two (2) TDEC site visits during the duration of the project. One (1) site visit will be at 50% construction completion. One (1) site visit will be at 100% construction completion. Kimley-Horn and TDEC will check ADA compliance and general conformance with the project scope and construction drawings.

Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work.

Consultant will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Consultant does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.

Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.

Construction Meetings

Consultant will attend one (1) construction meetings per month while the project is being constructed. A nine (9) month construction timeframe is assumed. If this assumption is incorrect the scope and fee may change and require additional contract amendments.

Recommendations with Respect to Defective Work

Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.

Clarifications and Interpretations

Consultant will respond to reasonable and appropriate Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by Client.

Change Orders

Consultant may recommend Change Orders to the Client and will review up to three (3) and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples

Consultant will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.

Applications for Payment

Based on its observations and on review of applications for payment and supporting documentation, Consultant will recommend amounts that Contractor be paid. Recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

Substantial Completion

When requested by Contractor and Client, Consultant will conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

Final Notice of Acceptability of the Work

Consultant will conduct a final site visit to evaluate whether the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor.

SCHEDULE

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule that meets the TDEC grant schedule requirements.

FEES & EXPENSES

For the services set forth above, Client shall pay Consultant the following compensation:

Kimley-Horn will perform the services in Task 1 for the total lump sum fee of \$16,000.

Lump Sum tasks will be invoiced based upon percent complete. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

All permitting, application, and similar project fees will be paid directly by the Client. Payment will be due within 25 days of your receipt of the invoice.

CLOSURE

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Alisha Eley, PLA, LEED AP, ASLA
Project Manager

CITY OF SPRING HILL, TENNESSEE

SIGNED: 

PRINTED NAME: Jim Hagan

TITLE: Mayor

DATE: 2-3-2025
(Print or Type Name)