

RESOLUTION 20-20

A RESOLUTION TO APPROVE PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES WITH DEMPSEY DILLING & ASSOCIATES – DIVISION OF THOMAS & HUTTON FOR UTILITIES FOR BUCKNER LANE WIDENING PROJECT

WHEREAS, the City of Spring Hill Major Thoroughfare Plan identifies Buckner Lane under the existing functional classification system as an “Arterial” street; and

WHEREAS, the City of Spring Hill Major Thoroughfare Plan identifies the widening of Buckner Lane from 2 lanes to 4/5 lanes including realignment as a high priority project; and

WHEREAS, the widening and realignment of Buckner Lane is an essential road improvement project to support the implementation of the Buckner Road extension and interchange project; and

WHEREAS, the City of Spring Hill has committed initially to fund the design, right-of-way acquisition, and construction of the Buckner Lane widening project from Duplex Road to Buckner Road with the remaining portion from Buckner Road to Thompsons Station Road to be completed by others; and

WHEREAS, the City has a current professional services agreement in place with Dempsey, Dilling & Associates – Division of Thomas & Hutton (formerly Dempsey, Dilling & Associates, PC) to perform various municipal engineering services for the City that includes the ability to add specific municipal engineering assignments needed by the City through the submittal of a written proposal to be reviewed and approved by the Board of Mayor and Aldermen; and

WHEREAS, based upon Dempsey, Dilling & Associates – Division of Thomas & Hutton significant familiarity with the City’s utility infrastructure systems and past professional services for road improvement projects including Duplex Road and Saturn Parkway Extension, the City requested a proposal from Dempsey, Dilling & Associates – Division of Thomas & Hutton to provide professional engineering services for water and sewer utilities for the Buckner Lane Widening Project in coordination with Kimley Horn; and

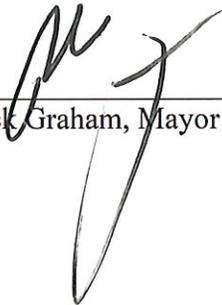
WHEREAS, Dempsey, Dilling & Associates – Division of Thomas & Hutton presented a Proposal for Professional Engineering Services attached hereto for water and sewer utilities for the Buckner Lane Widening Project that includes a detailed scope of work and associated total lump sum fee in the amount of \$176,286 exclusive of construction engineering inspection services that will be addressed at a later date once construction plans have been prepared for each phase of construction; and

WHEREAS, the Board of Mayor and Aldermen approved a budget amendment in the amount of \$225,000 for engineering design services for the Buckner Lane Widening Project.

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

1. Approve the Proposal for Professional Engineering Services from Dempsey, Dilling & Associates – Division of Thomas & Hutton, attached hereto to provide water and sewer engineering design services for the Buckner Lane Widening Project as described in the scope of work contained therein for a total lump sum fee in the amount of \$176,286, exclusive of construction engineering inspection services, and to authorize the Mayor to execute the Proposal for Professional Engineering Services.
2. Authorize the remaining \$48,714 of budgeted funds for utility design services to be set aside as a design contingency for utility design related matters that may arise during the design of water and sewer system elements for the Buckner Lane Widening project.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on this 18th day of February, 2020.



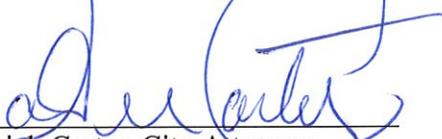
Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



DEMPSEY, DILLING & ASSOCIATES

Is now a division of

THOMAS & HUTTON

ENGINEERING | SURVEYING | LANDSCAPE ARCHITECTURE | GIS | CONSULTING



February 5, 2020

File No. 28298.0015

Mr. Chuck Downham
City of Spring Hill
199 Town Center Parkway
Spring Hill, TN 37174

**RE: PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES
UTILITIES RELOCATION (WATER AND SEWER) PROJECT
BUCKNER LANE ROADWAY WIDENING**

Dear Mr. Downham:

Dempsey, Dilling, & Associates, P.C. (DDA) appreciates the opportunity to develop a proposal to provide engineering services for the above referenced project. Specifically, the City of Spring Hill requests services in development of bidding documents (construction drawings and specifications) to provide water and sewer relocations for the Buckner Lane Roadway Improvements project. This proposal is being developed under our existing professional services contract with the City of Spring Hill and is based on the layout template of the roadway alignment and the conflicts associated with that alignment as to located the parallel water line within the proposed right-of-way to be acquired as part of the roadway project. A minimum of 10-foot additional right-of-way should be acquired to install the water line relocation. The direct crossings of sewer may also require additional right-of-way width, however both easement widths can be determined in the preliminary engineering phases of the project.

The following tasks are proposed to be performed all of which are described in detail within the attached *Scope of Engineering Services*:

PRELIMINARY PHASE

- Consultation with the City and Roadway Engineers.
- Identify any areas of the water and sewer relocations that cannot be installed in the proposed roadway improvements right-of-way which will require easements.
- Identify any proposed utilities located TDOT ROW, flood zones or public property.
- Contact all Utility Companies which have utilities within the project to coordinate any apparent conflicts based on the roadway project existing survey of utilities.
- Utilize the roadway project plans and survey to show proposed water and sewer utilities relocation. Ask the City Water and Sewer Departments to review and verify location of shown existing utilities.
- Develop sketch plans showing water and sewer utility relocations and prepare a Preliminary Summary Submittal.
- Ask the City Water and Sewer Departments to review the Preliminary Sketch of the utility relocation plans. Meet with the City staff to review their comments and revise plans accordingly.

- Perform water and sewer modeling analysis to determine if upgrades may be needed. Area utility upgrades outside the roadway project scope will be considered additional services.

DESIGN PHASE

- Determine if additional permitting is required which may not be included within the roadway project.
- Attend citizen informational meetings conducted by the City and/or roadway consultants.
- Provide utility relocations information to the City to aid in their development of any permit or grant requests.
- Develop minimum easement descriptions and exhibits for any water and sewer locations which may require easements outside of the proposed roadway ROW. Additional ROW is to be obtained by the City when it obtains ROW for the roadway template, as to allow the parallel water line and any required sewer crossings to be installed.
- Prepare detail design drawings and submit to the City for staff review.
- Revise plans accordingly based on staff comments and develop project specifications.
- Plans and specifications shall be submitted to the roadway design consultant to incorporate into their overall roadway project bid documents.
- Submit final plans to the City.
- Submit both water and sewer plans (separately) to Tennessee Department of Environment and Conservation (TDEC) for review and approval.
- Develop an *Opinion of Probable Construction Cost* for the water and sewer relocations portion of the roadway project.

BIDDING PHASE

- Answer contractor questions related to water and sewer relocation portion of the roadway project. Provide responses and details as necessary to include in addendums to be issued by the roadway consultant.
- Attend the pre-bid meeting and provide answers to any questions during the meeting.
- Review water and sewer relocation items within the bid to determine if they are acceptable and discuss with the City staff.

CONSTRUCTION PHASE

- Construction Engineering and Inspection (CEI) services are not included within this proposal however, DDA will submit a proposal when requested by the City. The CEI services proposal will be based on the overall schedule of the roadway project and the estimated time to perform the water and sewer utilities relocation work.

SCHEDULE

- DDA is prepared to proceed with this project immediately upon notification to do so. We will complete design of this project within an agreed upon specified time frame (as set by the City of Spring Hill and DDA to coincide with the roadway project development and bidding.

FEES

- We propose to perform the above referenced tasks as outlined in the attached *Scope of Engineering Services* for a lump sum fee of \$176,286. This fee development was based our engineering fees for similar work on the Duplex Road Utility Relocations Project. ***This fee can be divided equally into two phases if needed (Duplex Road to Wades Grove Subdivision and Wades Grove Subdivision to Buckner Road) which would equal \$88,143.00 per phase.***

ADDITIONAL SERVICES

- Additional services such as geo-technical borings/investigations, surveying, easement staking, construction staking or other design work outside the scope of the utility relocations of water and sewer within the roadway project defined limits either phase, Buckner Road to Wades Grove northern boundary, or Wades Grove to Duplex Road. Any additional sewer or water lines which may be asked to be included within this project in order to serve future developments or system upgrades will be considered additional services. Additional Services fees will be in accordance with our hourly rates as outlined in the attached Terms and Conditions.

Again, we appreciate this opportunity to provide a proposal for the requested engineering services. If this proposal is acceptable to you, please have the appropriate person sign in the space provided below and return one (1) signed copy to our office as our authorization to proceed.

Sincerely,

**DEMPSEY, DILLING & ASSOCIATES
DIVISION OF THOMAS & HUTTON**

Jerome D. Dempsey, P.E.

W/Attachments

CITY OF SPRING HILL ACCEPTED BY: _____

TITLE: Mayor

DATE: 2/19/2020

CITY OF SPRING HILL
BUCKNER LANE
UTILITIES RELOCATION (WATER AND SEWER)
SCOPE OF ENGINEERING SERVICES

A. General Information:

DDA is proposing to provide professional engineering services for utilities relocation (water and sewer) within the Buckner Lane Roadway Improvements Project. It is our understanding the roadway project engineering services will be performed by others. DDA's utilities relocation plans will utilize the roadway survey which will indicate all existing utilities and topographic components. DDA shall develop the utilities relocation plans based on the proposed roadway layout and components such as pavement, curbs, sidewalks, signage, signals and storm drainage components. Once DDA receives the roadway plans and files, design can begin. Coordination between the roadway design engineers and DDA will be important as to allow set timelines and milestones to be met.

DDA's utilities relocation plans shall be incorporated into the overall Buckner Lane Roadway Improvements Project, all of which shall be advertised and bid as one project. It is also our understanding the roadway design engineers will submit CAD files to DDA as to allow the water and sewer plans to be developed based on the roadway's proposed components. DDA's work schedule will be dependent upon the roadway design engineers completion of the roadway plans.

The project length along Buckner Lane (Duplex Road to Buckner Road) is approximately two miles in length. It is DDA's understanding the project could be constructed in two phases, a northern phase and a southern Phase. An approximate, yet to be determined phase break, could be the northern boundary of Wade's Grove Subdivision. Therefore, one phase would extend from Buckner Road south to an approximate location near the northern boundary of Wade's Grove Subdivision and the other phase would extend to Duplex Road. DDA proposes to provide design for both phases, however plans and bidding documents will be developed as to allow initial bidding and construction of two phases.

B. Preliminary Phase:

1. Consult with City of Spring Hill to discuss, define and clarify scope of the proposed utilities relocation project. work. The City of Spring Hill shall make known to DDA any elements that might directly affect the project. DDA will be given any information about ongoing projects or recently completed projects that may impact this project.
2. DDA will design the water and sewer lines as to be located within the proposed roadway improvements right-of-way. There may be locations along the proposed ROW where specific utility easements could be required for acquisition by the City. DDA will identify any easements or land acquisition to be involved outside the proposed right-of-way (ROW) of the roadway widening project.
3. Identify if any portion of the project that is located within TDOT ROW, City or County ROW, flood zones, and/or other public entity properties.
4. Make contact with each of the Utility Company Coordinators operating within the proposed project limits and request they review the roadway survey, specifically their utilities, to

4. Make contact with each of the Utility Company Coordinators operating within the proposed project limits and request they review the roadway survey, specifically their utilities, to determine the accuracy of the location of each. DDA shall identify specific conflicts that may arise from such utilities as it relates to the water and sewer relocation project. DDA shall make recommendations with respect to its findings of conflict with other utilities in the project area and with the roadway engineering DDA. The City of Spring Hill will assist in obtaining data and services requested from other Utility Companies if DDA has not received information in a timely manner from those companies.
5. DDA shall utilize the roadway survey and roadway design plans to incorporate the water and sewer relocation plans/design drawings as part of the bid documents. DDA will ask the City of Spring Hill Water and Sewer Departments to review the existing utilities within the roadway DDA's plans to determine if the existing utilities are shown correctly.
6. DDA shall develop sketch plans indicating the proposed alignment of the required utility relocations (water and sewer) as to avoid conflict with the roadway project components. Prepare a preliminary summary report showing the required relocations (water and sewer) for the project.

Preliminary Summary Submittal shall include the following:

- Location Map
 - Project Limits
 - Plan view schematic showing existing facilities
 - Recommended water and sewer relocations
 - Preliminary alignment of proposed facilities relocation (water and sewer)
 - Additional information as deemed necessary by DDA
7. DDA will ask the City of Spring Hill to review and issue comments to the Preliminary Phase Summary within 14 days of receipt. DDA shall resubmit the revised Preliminary Phase Summary documents addressing all comments within 30 days of receiving comments. DDA may also schedule a meeting with the City of Spring Hill's Water and Sewer Departments to discuss comments if necessary.
 8. Once all comments have been satisfactorily addressed, DDA shall proceed with the Design Phase of the utility relocations.
 9. DDA shall perform modeling and hydraulic analysis of the proposed relocated utilities and consult with the City concerning any desired upgrades in this area.

C. Design Phase:

1. Conduct preliminary investigations of any required local, state or federal permits that may be required, in addition to those being acquired by the roadway design engineers. Prepare and apply for approval of any required permits associated with the water and sewer relocations.
2. As needed, DDA shall attend not more than two citizen meetings, to be conducted by the roadway engineers, and as deemed necessary by the City of Spring Hill officials.
3. Furnish, when necessary, data required by the City of Spring Hill for the development for applications or supporting documents for State or Federal Government permits, grants, and review fees. The City of Spring Hill may ask DDA to prepare applications and submit plans and fees associated with obtaining permits and plan review approval from

governing entities. Any application or review fees associated with permits or approvals by Tennessee Department of Environment and Conservation (TDEC) shall be considered additional services and shall be reimbursable to DDA.

4. Should any random additional easements (those identified outside the proposed ROW which was initially obtained to accommodate the proposed utilities relocation) be required at certain areas, DDA will develop the easement exhibit and description. Staking of such random easements shall be considered additional services. Water and sewer easements would only be required where utilities cannot fit within the roadway's proposed ROW which is to accommodate installation of the relocated utilities. DDA recommends the roadway designer increase their required ROW to allow installation of utilities and prevent the City from having to obtain both ROW and subsequent utility easements.
5. Prepare detailed Design Plans for project.
6. Design Phase Plans shall be submitted on standard 24" x 36" sheets.
7. Furnish City of Spring Hill two complete sets of Design plans for review and comments.
8. The City of Spring Hill shall review and issue comments to the Design Phase documents within 14 days of receipt. DDA shall resubmit the revised Design Phase documents and address all comments within one month of receiving comments. DDA may request a meeting to discuss comments with the City of Spring Hill Water and Sewer Departments.
9. Once all comments have been satisfactorily addressed, approval will be issued by the City of Spring Hill to proceed with developing the plans and specifications submittal to the roadway design engineers to include within their bid package.
10. Upon receiving approval from the City of Spring Hill DDA will also submit plans to TDEC for review and approval.
11. Detailed specifications shall be developed using the City of Spring Hill Standard Specifications and TDEC requirements.
12. DDA shall submit two (2) complete sets of plans and specifications for the City's files.
13. Develop an *Opinion of Probable Construction Cost* for the water and sewer relocations portion of the roadway project.

D. **Bid Phase:**

1. DDA shall be available to address any water and sewer questions and submit responses for addendums. The addendum shall be developed by the roadway engineers for the overall project bid documents.
2. Prepare details as necessary to answer any bidding questions which may be included in the bid documents.
3. Attend the project Pre-Bid Meeting to answer all water and sewer relocation questions.

7. Provide written answers to questions, related to water and sewer relocations, which the roadway design engineer can incorporate into their formal responses during the Bid Phase.
8. After bids are opened for the project (which will include water and sewer relocation items), DDA shall review line item bid costs and discuss with the City of Spring Hill for their approval.

E. **Construction Phase:**

Construction Inspection and Engineering (CEI) services **are not included** within this proposal, however DDA would submit a proposal for the utilities work prior to the project being constructed. DDA has provided similar services on Beechcroft Road SIA, Beechcroft Road at Cleburne Road, Duplex Road and Saturn Parkway Extension projects. Some of the items included within the Utilities Relocation CEI services would be as follows:

- Attend Pre-Construction meeting with the representative of the City of Spring Hill. Write meeting minutes as it relates to the water and sewer relocations and submit to the City of Spring Hill.
- DDA shall provide an onsite project inspector to ensure the City's utilities are installed correctly meeting project specifications and plans. DDA shall consult with and advise the City of Spring Hill during construction, and submit monthly end of the month reports to City of Spring Hill relating to the site visits. DDA's efforts will be directed towards providing the best judgment to the City of Spring Hill that the completed utilities will conform to the plans and specifications.
- DDA shall attend monthly progress meetings and act as the City's representative as it relates to the utility installations work.
- Review monthly estimates and recommend approval or other appropriate action on estimates submitted by the Contractor as it relates to the water and sewer relocations.
- After completion of the work, and before final payment to the Contractor, it shall be the City of Spring Hill's responsibility to require a set of "Record Drawings" from the Contractor, who has control of the work and who is in a position to know how the project was constructed. DDA, after receiving the information, shall transfer the information to a set of "Record Drawings" and also provide the "Record Drawings" digital format for the information supplied by the contractor and/or the City of Spring Hill representative or for any subsequent reuse of such digitized information.
- Prior to providing the final "Record Drawings" (both paper and digitally), DDA shall submit a paper copy to **City of Spring Hill** for review and approval.

PROFESSIONAL ENGINEERING SERVICES
CONTRACT TERMS AND CONDITIONS

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

CITY OF SPRING HILL, TENNESSEE

Access to the Site/Job Site Safety

Unless otherwise stated, Dempsey, Dilling & Associates, P.C. Engineering Consultants (DDA) will have access to the site for activities necessary for the performance of the services. The Client/Owner (City of Spring Hill, TN) 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:

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 substantial changes in the scope of work or physical conditions, of the existing geographical features, have occurred which would significantly impact 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 0.58 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.

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 and DDA may also, at any time, terminate the Contract for the Client/Owner's or DDA's convenience, with or without cause. Upon receipt of written notice from the Client/Owner or DDA of such termination for the Client/Owner's or DDA's convenience, DDA shall cease work. In the event of termination by either party, the Owner/Client shall pay for all services rendered to the date of termination and all-reimbursable expenses. The Client/Owner or DDA shall have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination.

Payment

DDA will invoice the City of Spring Hill on a monthly basis. Payment is expected within 30 days of the date of invoice. Any invoices which exceed 30-days in payment shall be accessed a 5% fee per 30 days it remains unpaid. Should an invoice be paid in a time less than 30 days then a prorated fee will be paid to DDA.

Insurance

DDA shall secure and maintain professional liability insurance in the amount of \$1,000,000.00 as will protect it from claims of bodily injury, death or property damage, which may arise from the performance of service under this Agreement. DDA will provide the City of Spring Hill a certificate of insurance for their professional liability coverage.

Ownership of Documents

All documents, including, but not limited to, drawings, specifications, reports, calculations and computer software documents, programs and spreadsheets prepared by DDA pursuant to this Agreement are instruments of service in respect to any project. They are not intended or represented to be suitable for reuse by Client/Owner or others on modifications or extensions of this project in the future 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 any project to be performed hereunder. Such changes, including any increase or decrease in the amount of lump sum compensation, which are mutually agreed upon by and between the Client/Owner and DDA shall be incorporated into the agreement for each particular project. 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

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 engineering design professionals and is supplied for general guidance to the Client/Owner. Since DDA has no control over the construction marketplace, economic factures, elapsed time between opinion of probable construction cost and actual bidding, DDA does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to Client/Owner.