

RESOLUTION 20-52

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A CONTRACT AMENDMENT WITH DEMPSEY, DILLING AND ASSOCIATES, P.C., TO ASSIGN CONTRACT TO THOMAS & HUTTON ENGINEERING CO.

WHEREAS, the City of Spring Hill ("City") and Dempsey, Dilling & Associates, P.C. ("DDA"), entered into a Professional Engineering Services Contract ("Agreement") dated August 8, 2008, and becoming effective on August 25, 2008; and

WHEREAS, DDA provides a variety of professional engineering, design, and municipal support services to the City throughout each fiscal year in accordance with the Terms and Conditions set forth in the Agreement; and

WHEREAS, on January 31, 2020, DDA and Thomas & Hutton Engineering Co.(T&H) entered into an agreement placing DDA within the same corporate holding as T&H, the parent company whereby DDA is now an affiliate company held by T&H that continues to provide Professional Engineering Services to DDA's existing clients including City; and

WHEREAS, DDA and City desire to assign DDA's responsibilities and obligations under the Agreement to T&H as the provider of Professional Engineering Services.

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

1. Approves the assignment of the Professional Engineering Services Contract from Dempsey, Dilling & Associates, P.C. to Thomas & Hutton Engineering Co. as provided in Amendment to the Contract Name with Dempsey, Dilling & Associates, P.C. attached hereto and authorize the Mayor to execute the Amendment.
2. All references in the Agreement and its Terms and Conditions that refer to DDA shall be amended such that DDA shall now refer to T&H.
3. All obligations, standards and specifications relating to the Professional Engineering Services Contract described in the Agreement will be maintained with T&H.
4. All other provisions of the Agreement shall remain in full force and effect.

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



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

**AMENDMENT TO THE CONTRACT NAME WITH
DEMPSEY, DILLING & ASSOCIATES, P.C.**

This amendment to the Professional Engineering Services Agreement of Dempsey, Dilling & Associates, P.C. and the City of Spring Hill, TN (Amendment) by and between Dempsey, Dilling & Associates, P.C. (DDA) and the City of Spring Hill, TN (SPRING HILL), with SPRING HILL and DDA being parties to this Amendment, each a party.

RECITALS

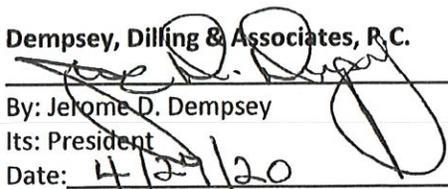
- a. Whereas, SPRING HILL and DDA entered into a Professional Engineering Services Agreement dated August 8, 2008 and signed and becoming effective on August 25, 2008 (Agreement) attached for reference; and
- b. On January 31, 2020, DDA and Thomas & Hutton Engineering Co. (T&H) entered into an agreement placing DDA within the same corporate holding as T&H, the parent company. DDA is now an affiliate company held by T&H and continues to provide Professional Engineering Services to DDA's existing clients including SPRING HILL and now with broader scope of services and resources of T&H being in business since 1946; and
- c. DDA and SPRING HILL desire to assign DDA's responsibilities and obligations under the Agreement to T&H as the provider of Professional Engineering Services.

Therefore, the parties agree as follows:

1. All references in the Agreement and its Term and Conditions that refer to DDA shall be amended such that DDA shall now refer to T&H.
2. All obligations, standards and specifications relating to the Professional Engineering Services described in the Agreement will be maintained with T&H.
3. All other provisions of the Agreement shall remain in full force and effect.

In Witness Whereof, each party hereto has caused this Amendment to the DDA-SPRING HILL Professional Engineering Services Agreement to be executed in its name as of the last date signed below.

Dempsey, Dilling & Associates, P.C.

By: 
Jerome D. Dempsey

Its: President

Date: 4/27/20

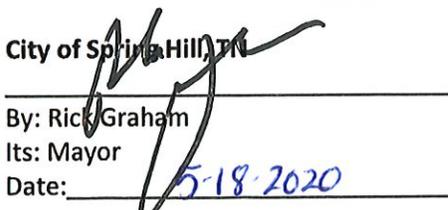
Thomas & Hutton Engineering Co.

By: 
Samuel G. McCachern

Its: President/Chief Executive Officer

Date: April 27, 2020

City of Spring Hill, TN

By: 
Rick Graham

Its: Mayor

Date: 5-18-2020



REQUEST: Resolution 20-52 – Resolution to Approve Contract Amendment with Dempsey Dilling & Associates to Assign Contract to Thomas & Hutton Engineering Co.

SUBMITTED BY: Chuck Downham, Assistant City Administrator

DATE: May 4, 2020

ATTACHMENTS: Resolution 20-52 and Supporting Documents

PURPOSE:

To approve Resolution 20-52 to approve a contract amendment between the City of Spring Hill and Dempsey, Dilling & Associates, P.C., to assign Contract to Thomas & Hutton Engineering Co.

BACKGROUND:

The City of Spring Hill ("City") and Dempsey, Dilling & Associates, P.C. ("DDA") entered into a Professional Engineering Services Contract ("Agreement") dated August 8, 2008, that became effective on August 25, 2008 that is attached herein.

DDA provides a wide range of professional engineering and design services as well as other municipal support services as part of its Agreement with the City. Notable recent projects include the completion of the Water and Sewer Capacity Study, Facility Plan for the Water Treatment Plant expansion, and the most recent Special Population censuses along with providing ongoing engineering review services for all development applications submitted to the City. Current major engineering design service projects underway include the water system booster pump and metering station and utility design for the Buckner Lane widening project as well as CEI services for the Duplex Road widening project.

On January 31, 2020, DDA and Thomas & Hutton Engineering, Co. ("T&H") entered into an agreement placing DDA within the same corporate holding as T&H, the parent company whereby DDA is now an affiliate company held by T&H that continues to provide Professional Engineering Services to DDA's existing clients including the City of Spring Hill.

DDA has prepared an Amendment to the Professional Engineering Services Contract for consideration and approval by the Board of Mayor and Aldermen that outlines the assigning from DDA to T&H. All references in the Agreement and its Terms and Conditions that refer to DDA shall be amended such that DDA shall now refer to T&H. All obligations, standards and specifications related to the Professional Engineering Services Contract described in the Agreement will be maintained with T&H and all other provisions of the Agreement shall remain in full force and effect.

FINANCIAL IMPACT:

There should be no financial impact resulting from approval of the amendment to the Agreement.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 20-52 to approve the Amendment to the Professional Engineering Services Contract as attached to the Resolution and to authorize the Mayor to execute said Amendment.



DEMPSEY, DILLING & ASSOCIATES, P.C.

ENGINEERING CONSULTANTS

August 8, 2008

Mayor Danny Leverette
199 Town Center Parkway
Smyrna, Tennessee 37167

**RE: DEMPSEY, DILLING & ASSOCIATES, P.C.
PROPOSAL FOR ENGINEERING SERVICES**

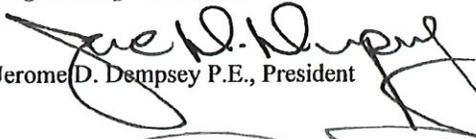
Dear Mayor Leverette:

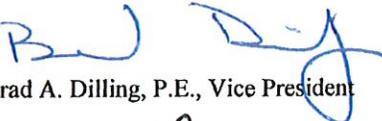
This submittal is in response to your request for a proposal for contract engineering services. It is my understanding that the City of Spring Hill would like to put in place a formal agreement with Dempsey, Dilling & Associates, P.C. Engineering Consultants (DDA), to be considered for approval by the Board of Mayor and Aldermen.

As you are aware, DDA is located in Smyrna, TN and provides a wide range of municipal engineering services. DDA staff members have a long history and knowledge of the city's growth, infrastructure systems and planning reviews. In addition our staff members have the experience to provide municipal engineering services for Planning Commission submittals review, roadways, sanitary sewer systems, water systems, storm sewer systems, wastewater and water treatment processes, parks and recreation facilities, municipal buildings and general engineering services. DDA is able to provide these quality engineering services at a competitive rate due to our low overhead and staff efficiency. DDA's proposed Standard Hourly Charge for different staff classifications are listed within the Fees section of the attached Contract Terms and Conditions which are an integral part of our proposed contract with the City of Spring Hill. We propose to provide engineering services as the engineer of record for the City of Spring Hill based on the indicated hourly rates in which the City would be invoiced monthly based on each project that services are provided.

DDA would like to thank you and the Board of Mayor and Aldermen for the opportunity to respond to your request, we trust that our past performance, dedication, knowledge and experience with the City will be an indication of our future dedication to continue to provide quality engineering services for the City of Spring Hill. If you and the Board of Mayor and Aldermen are in agreement with this contract proposal and Terms and Conditions, please have an authorized representative of the City sign both original copies, return one to our office and retain one for your records. Again, DDA wants to express our appreciation to you and the City of Spring Hill for this continued opportunity to work with the City as it continues to grow.

Sincerely,
DEMPSEY, DILLING & ASSOCIATES, P.C.
Engineering Consultants


Jerome D. Dempsey P.E., President


Brad A. Dilling, P.E., Vice President

Accepted By: 

Witnessed By: 

Title: Mayor

Title: City Recorder

Date: 8/25/2008

Date: 8-25-2008

PROFESSIONAL ENGINEERING SERVICES
CONTRACT TERMS AND CONDITIONS

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

CITY OF SPRING HILL, TENNESSEE
08-08-08

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 0.505 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 assessed 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.