

**RESOLUTION 23-10**

**A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH OHM ADVISORS FOR GENERAL FUND GIS SERVICES**

**WHEREAS**, the City of Spring Hill adopted Resolution 22-46 to approve a continuing services agreement for inflow and infiltration repairs with OHM Advisors on March 22, 2022; and

**WHEREAS**, the City of Spring Hill authorized a Phase 5 within the agreement to perform GIS development services for a variety of departments mixed between General Fund and Enterprise funds; and

**WHEREAS**, Phase 5 tasks for General Fund departments have been performed and paid for with Enterprise funds as well as exceeding the authorized expenditure allocated in Resolution 22-46; and

**WHEREAS**, staff has worked with OHM to breakdown the hours paid for General Fund work and made correcting journal entries into the City financial software; and

**WHEREAS**, this professional services agreement creates a new contract to properly segregate GIS services for the General Fund from GIS services for the I&I program; and

**WHEREAS**, the cost of \$47,641.25 will be coded to 110-41642-254 and the cost will be covered through an internal budget transfer from Salaries within the GIS department (41642) due to positions not being filled; and

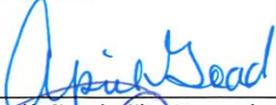
**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Mayor and Aldermen of the City of Spring Hill authorizes the Mayor as follows:

1. To approve the Professional Services Agreement with OHM Advisors attached to perform Tasks 1-4 (GIS Services referenced in attached proposal) in the amount of \$47,641.25, to be coded to 110-41642-254 and funded with unspent salary allocations in the GIS department.
2. To authorize the Mayor to execute the agreement with OHM Advisors.

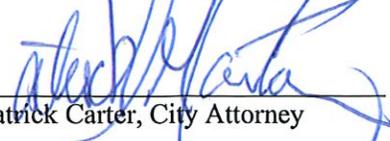
**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on this 3<sup>rd</sup> day of January, 2023.**

  
Jim Hagaman, Mayor

ATTEST:

  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
Patrick Carter, City Attorney



## MEMORANDUM

TO: Board of Mayor and Aldermen  
FROM: Dan Allen, Assistant City Administrator  
DATE: January 3<sup>rd</sup>, 2023  
RE: Consideration of Resolution 23-10

**PURPOSE:**

To authorize General Fund GIS services and properly segregate General Fund GIS services from Enterprise Fund GIS services.

**BACKGROUND:**

The City of Spring Hill passed Resolution 22-46, which was an extension of services related to the Inflow and Infiltration program under the Water and Sewer (Enterprise) Fund. This resolution included a Task 5 in the amount of \$84,000 for GIS development. This resolution is attached for reference.

In a weekly meeting with OHM in September of 2022, one of their Engineers brought up that he had a spreadsheet of the hours they have been charged to the I&I program funds for GIS work that has been completed up to this point. Upon receiving this email, our Utility Director learned that OHM had been billing both General Fund and Enterprise Fund expenses to the same project code without indicating the work was for several departments and without providing a detailed breakdown of work done for each department. The contract with OHM was specifically for the I&I program for the Water & Sewer Fund, so staff was unaware that the invoices received were group billings, which also included work performed for the General Fund. Based on this discovery, staff directed OHM to stop all GIS work and send itemized invoices for all the work performed and separated out by department.

Upon receiving the breakdown by invoice for each department, it was evident that out of the \$90,593 the City of Spring Hill had paid OHM under the I&I contract, \$65,408 should not have been charged to the Water & Sewer Fund. \$7,390 of this amount was for work done in FY21 and \$58,018 was performed in FY22. In total, \$53,565 should have been billed to the General Fund and \$11,843 should have been billed to the Stormwater Fund.

On October 17, 2022, finance staff reclassified all charges to the correct department as of June 30, 2022, and the funds were transferred from the General Fund and the Stormwater Fund to the Water & Sewer Fund for a total amount of \$65,408 on October 18, 2022.

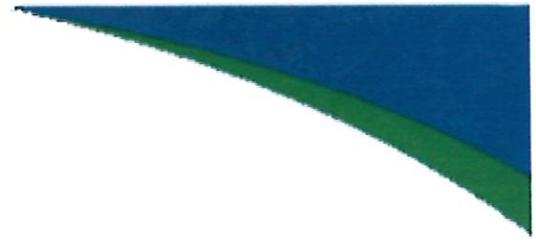


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Resolution 23-10 authorizes a revised proposal that is only for General Fund GIS activities. It contains four (4) task orders, and is divided into fee spent to date and estimated fee remaining. The fee spent to date, which totals \$19,641.25, is work that has been performed and invoiced. Staff stopped payment of the invoices because the work performed was for the General Fund and not the Enterprise Fund. Approval of this resolution authorizes staff to pay the invoices appropriately out of the GIS department in the General Fund.

The other portion of the revised proposal covers estimated fee remaining, which totals \$28,000. This work is described in the scope of services noted in the revised proposal.

**FINANCIAL IMPACT AND STAFF RECOMMENDATION:**

The revised proposal is for a total amount of \$47,641.25, and staff proposes to perform an internal budget transfer from unspent salary allocations to cover the difference. The City has not been able to fill the remaining GIS positions, and the unspent salary can be used to offset the expense of OHM helping to move the GIS program forward.

There are adequate funds available to cover the transfers that were made to correctly allocate expenses in the appropriate funds.

Staff recommends approval of Resolution 23-10 to allow unpaid work performed to be paid in the appropriate fund and authorize additional General Fund GIS work to be performed. Going forward, OHM has assigned a new project manager to the City of Spring Hill. The GIS department has been changed to report to ACA Allen, who will provide contract oversight going forward. Additionally, OHM will be required to provide itemized billing when invoices are prepared for Spring Hill to review and the new project manager will be expected to communicate if work requested is going to exceed authorized amounts in the task orders of the agreements.



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ARCHITECTS. ENGINEERS. PLANNERS.

December 16, 2022

Mr. Dan Allen, Assistant City Administrator  
City of Spring Hill  
199 Town Center Parkway  
Spring Hill, TN 37174

RE: Proposal for Professional Services  
2022-2023 GIS Services – By Department

Dear Mr. Allen:

Thank you for continuing to allow OHM Advisors to provide professional services to the City of Spring Hill (City) for assistance in expanding the usage of your current Geographic Information System (GIS). We have prepared this letter proposal based on our work alongside City GIS staff to create and maintain their GIS. This proposal represents our understanding of the project, scope of services, schedule, and compensation.

#### **Statement of Understanding**

Early on in discussions, the City and OHM agreed to fully establish each City department in GIS. This began with a full inventory of the City's current GIS data and discussions with each department about their current workflows and needs. OHM then proceeded to establish the City's online GIS environment and create group pages specific to each department. Existing data was updated and formatted to allow for continuous updates and inspections. OHM hopes to continue to work alongside the City to further bolster their use of GIS.

The City's ArcGIS Online environment is constantly evolving as departments collaborate and new staff is brought on. Data is shared across departments and general administration of data access and groups is constantly required to maintain data organization and security.

To aid the City's overall GIS efforts, this general as-needed proposal has been broken down into tasks by department.

#### **Scope of Services**

##### **Task 1: GIS Department General Support**

OHM will provide ongoing support as requested by the GIS Department and City Management. This includes but is not limited to:

- ArcGIS Online Administration
- Advisement to GIS staff on ArcGIS Portal establishment and integration with ArcGIS Online, as well as general questions and guidance.
- Software application support and recommendations
- Reference and training documentation

##### **Task 2: Parks and Recreation Department General Support**

For the Parks and Recreation Department, OHM Advisors discussed the possibility of aiding the department in the creation of their GIS data, field maps, and applications. It was decided that the department would establish their data and ArcGIS Online group independently. However, due to the rapid growth of the City

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NASHVILLE, TENNESSEE 37203

T 615.649.5264

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and subsequent strain on staff, OHM Advisors will aid the Department in transferring their current workflows into GIS for more efficient usage by staff.

To aid the Park and Recreation Department in the maintenance and upkeep of their current and future GIS efforts, OHM Advisors will include continued ArcGIS Online administrative support and as-requested support for GIS data creation and updates, application development (field/desktop), and application training and support, as well as any other potential GIS needs that may arise from the department.

OHM will provide ongoing support as requested by Parks and Recreation. This includes but is not limited to:

- Data edits and creation
- Field map and application changes
- Field map and application creation
- Maintenance and upkeep of custom solutions
- In-person meetings and training
- Reference documentation
- Software application support and recommendations

### **Task 3: Planning and Zoning Department General Support**

For the Planning & Zoning Department, OHM Advisors has created a custom script to merge Williamson and Maury County parcels together each week. The script has needed occasional updates due to data schema changes by Williamson County. OHM Advisors has also made a Zoning and Planning Viewer for city staff to view zoning, parcels, flooding, wetlands, and environmental features. Users can also calculate buffer distances from waterways and view the latest high-resolution imagery of the city to ensure regulations are being upheld by developers. OHM Advisors has met with the Department multiple times to workshop the creation of a development tracking application. The application had been in development for the past month and will soon be used by staff to track available lots and city growth. OHM Advisors continues to work together with the department to establish their GIS.

To aid Planning and Zoning in the maintenance and upkeep of their current and future GIS efforts, Ohm Advisors will include continued ArcGIS Online administrative support and as-requested support for GIS data creation and updates, application development (Field/desktop), and application training and support, as well as any other potential GIS needs that may arise from the department.

OHM will provide ongoing support as requested by the Planning and Zoning Department. This includes but is not limited to:

- Data edits and creation
- Field map and application changes
- Field map and application creation
- Maintenance and upkeep of custom solutions
- In-person meetings and training
- Reference documentation
- Software application support and recommendations



#### **Task 4: Public Works Department General Support**

For Public Works, OHM Advisors created custom smart forms and field maps for stormwater inspections for active jobs, hot spots, good housekeeping, outfalls, basins, and significant spills. Active job inspections were customized to be exported in PDF format for delivery to the State. OHM advisors created viewers and editors for staff to view assets on mobile or desktop devices and a viewer for state MS4 oversight.

For Streets, OHM Advisors created inspection maps and dashboards for staff to inspect all city-owned streets. OHM Advisors also created an inventory and assessment map for road signs and signals. OHM also created maps to track routine litter pick-up and mowing efforts. One of the largest efforts OHM initiated was the creation of a custom application for citizens and staff to record bulk pickups. This application would then split pickups by 3 driving routes and notify teams by email each week. Teams are provided with turn-by-turn directions to each stop. Supervisors can track vehicle location and speed in real-time and oversee pick-ups through a custom dashboard.

To aid Public Works in the maintenance and upkeep of their current and future GIS efforts, OHM Advisors will include continued ArcGIS Online administrative support and as-requested support for GIS data creation and updates, application development (Field/desktop), and application training and support, as well as any other potential GIS needs that may arise from the department.

OHM will provide ongoing support as requested by Public Works. This includes but is not limited to:

- Data edits and creation
- Field map and application changes
- Field map and application creation
- Maintenance and upkeep of custom solutions such as vehicle tracking and bulk pickup
- In-person meetings and training
- Reference documentation
- Software application support and recommendations

#### **Clarifications:**

- This proposal does not include the full establishment of a GIS server or ArcGIS Portal, just advisement on the process.
- OHM and City will discuss the level of effort required for each additional task and determine a proposed budget for the requested services. No work will proceed without consent from staff.

#### **Schedule**

This as-needed general services agreement is intended to span the 2022 – 2023 fiscal year. We are prepared to commence work on this project immediately.

#### **Compensation**

OHM Advisors will provide the above-outlined professional services in accordance with the following fee schedule. Rates are subject to change per calendar year. Exhibit 2 (attached), “Standard Terms and Conditions”, is incorporated into this proposal by reference.



Proposed Task Description	Estimated Fee Remaining	Fee Spent to Date	Authorization Amount
Task 1: GIS Department General Support	\$ 5,000	\$ 4,147.50	\$ 9,147.50
Task 2: Parks and Recreation General Support	\$ 5,000		\$ 5,000.00
Task 3: Planning and Zoning Department General Support	\$ 8,000	\$ 3,506.25	\$ 11,506.25
Task 4: Public Works Department General Support	\$ 10,000	\$ 11,987.50	\$ 21,987.50
<b>TOTAL:</b>	<b>\$ 28,000</b>	<b>\$ 19,641.25</b>	<b>\$ 47,641.25</b>

Notes: “Hourly (Estimated Fee)” represents the budget estimate remaining for the fiscal year (per the rates identified in our Hourly Rate Schedule). Budget estimate shall serve as a maximum. Any requested work beyond this fee must be approved by the City prior to proceeding. “Fee Spent to Date” indicates work that has been performed for each department thus far in the fiscal year.

**Authorization and Acceptance**

If this proposal is acceptable to you, your signature on this letter with a copy returned to me will serve as our authorization to proceed.

Thank you for giving us the opportunity to be of service. We look forward to working with you on this project. This proposal is valid for 30 days. If you have any questions or comments, please contact me at greg.sanford@ohm-advisors.com or (615) 649-5264.

Sincerely,  
 OHM Advisors

  
 \_\_\_\_\_  
 Greg Sanford  
 Principal in Charge  
 Date: 12/16/2022

Acceptance  
 City of Spring Hill, TN

  
 \_\_\_\_\_  
 Name: Jim Hagan, Mayor  
 City of Spring Hill, Tennessee  
 Date: 1-3-2023

Attachments: 2023 Standard Rate Schedule  
 2022 Standard Rate Schedule  
 Terms and Conditions

cc: Pam Caskie, City Administrator  
 Paula Hepp, Project Manager  
 Helen Scales, Senior GIS Analyst

## TERMS & CONDITIONS



1. **THE AGREEMENT.** These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Tennessee firm, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. **CLIENT RESPONSIBILITIES.** CLIENT, at no cost, shall:
  - a. Provide access to the project site to allow timely performance of the services.
  - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
  - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. **PROJECT INFORMATION.** OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. **PERIOD OF SERVICE.** The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. **COMPENSATION.** CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for consultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. **TERMS OF PAYMENT.** Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. **STANDARD OF CARE.** OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. **RESTRICTION OF REMEDIES.** OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. **LIMIT OF LIABILITY.** To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. **ASSIGNMENT.** Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. **NO WAIVER.** Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. **GOVERNING LAW.** The laws of the State of Tennessee will govern the validity of this Agreement, its interpretation and performance.
13. **INSTRUMENTS OF SERVICE.** OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. **CERTIFICATIONS.** OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. **TERMINATION.** Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. **RIGHT TO SUSPEND SERVICES.** In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.

17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

# EXHIBIT 1

## 2022 TN Standard Hourly Rates

Professional Engineer IV/Architect IV	\$190.00
Professional Engineer III/Architect III	\$172.00
Professional Engineer II/Architect II	\$150.00
Professional Engineer I/Architect I	\$135.00
Graduate Engineer IV	\$146.00
Graduate Engineer III	\$136.00
Graduate Engineer II	\$129.00
Graduate Engineer I	\$119.00
Project Specialist II	\$175.00
Project Specialist I	\$135.00
Graduate Architect III/Landscape Architect III	\$138.00
Graduate Architect II/Landscape Architect II	\$118.00
Graduate Architect I/Landscape Architect I	\$110.00
Technician IV	\$145.00
Technician III	\$125.00
Technician II	\$105.00
Technician I	\$95.00
Engineering/Architectural Aide	\$70.00
Professional Surveyor III	\$162.00
Professional Surveyor II	\$150.00
Professional Surveyor I	\$140.00
Graduate Surveyor	\$120.00
Surveyor III	\$120.00
Surveyor II	\$110.00
Surveyor I	\$90.00
Surveyor Aide	\$70.00
Planner IV	\$165.00
Planner III	\$144.00
Planner II	\$124.00
Planner I	\$105.00
Planner Aide	\$70.00
Graphic Designer	\$110.00
Administrative Support	\$90.00
Clerical Aide	\$70.00
Principal	\$220.00
Sr. Associate	\$200.00
Associate	\$190.00
2-Man Survey Crew w/Equipment	\$170.00
1-Man Survey Crew w/Equipment	\$120.00
Drone Crew	\$170.00

**2023 TN Standard Hourly Rates**

Rates as reflected subject to review and adjustment on an annual basis.

Professional Engineer IV/Architect IV	\$195.00
Professional Engineer III/Architect III	\$175.00
Professional Engineer II/Architect II	\$158.00
Professional Engineer I/Architect I	\$142.00
Graduate Engineer IV	\$153.00
Graduate Engineer III	\$145.00
Graduate Engineer II	\$135.00
Graduate Engineer I	\$125.00
Project Specialist II	\$178.00
Project Specialist I	\$140.00
Graduate Architect III/Landscape Architect III	\$140.00
Graduate Architect II/Landscape Architect II	\$122.00
Graduate Architect I/Landscape Architect I	\$115.00
Technician IV	\$150.00
Technician III	\$132.00
Technician II	\$112.00
Technician I	\$100.00
Engineering/Architectural Aide	\$75.00
Professional Surveyor III	\$167.00
Professional Surveyor II	\$155.00
Professional Surveyor I	\$142.00
Graduate Surveyor	\$120.00
Surveyor III	\$125.00
Surveyor II	\$115.00
Surveyor I	\$95.00
Surveyor Aide	\$75.00
Planner IV	\$165.00
Planner III	\$150.00
Planner II	\$127.00
Planner I	\$110.00
Planner Aide	\$75.00
Graphic Designer	\$110.00
Administrative Support	\$90.00
Clerical Aide	\$75.00
Principal	\$230.00
Sr. Associate	\$210.00
Associate	\$200.00
2-Man Survey Crew w/Equipment	\$180.00
1-Man Survey Crew w/Equipment	\$130.00
Drone Crew	\$180.00

**RESOLUTION 22-46**

**A RESOLUTION TO APPROVE CONTINUING SERVICE AGREEMENT  
FOR OHM, INC. PROFESSIONAL SERVICES AGREEMENT FOR  
INFLOW AND INFILTRATION REPAIRS**

WHEREAS, the City of Spring Hill Board of Mayor and Aldermen approved the professional services agreement with OHM, Inc. to assist with developing a program for Inflow and Infiltration ("I&I") reduction repairs, manhole rehabilitation and maintenance with Resolution 19-92 and Amendment No. I with Resolution 20-30 and Amendment No. 02 Resolution 20-68; and

WHEREAS, OHM, Inc. has submitted a Continuing Service agreement to their existing contract that provided for metering plan assistance and support, flow analysis, program development and various support services in the implementation of the I&I reduction program; and

WHEREAS, all responsibilities and contractual obligations remain within the existing contract with the addition of attachment C – compensation and payment for additional flow meter installation and analysis with the total project scope not to exceed cost of \$694,860.00; and

WHEREAS, the funding for this contact is budgeted in sewer collections I&I program funding FY 2021-2022 of \$619,000 and remaining \$75,860.00 in proposed FY 2022-2023 budget.

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

1. Approve the continuing service agreement for OHM for I& I repairs, attached hereto
2. Authorize the mayor to sign the continuing services agreement

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 21st day of March, 2022.

  
Jim Hagaman, Mayor

ATTEST:

  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
Patrick Carter, City Attorney



**REQUEST:** *Approval of Resolution 22-46*  
**SUBMITTED BY:** Jessica Weaver, Utility Director  
**DATE:** March 21, 2022  
**RE:** To approve the contract extension with OHM for Inflow and Infiltration  
**ATTACHMENTS:** Contract from OHM

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**PURPOSE:**

The purpose of this memo is to request approval of continuing the contractual agreement between OHM and the City of Spring Hill, TN.

**BACKGROUND:**

The City entered into a contact with OHM to begin the process of developing an I&I reduction program for the sanitary sewer system with resolution 19-92 on June 17<sup>th</sup> 2019 with expanded services added through resolutions 20-30 and 20-68. Our current program is working with OHM providing the scope of work on an hourly basis per rates presented in the original proposal with a not to exceed amount of \$694,860 with a breakdown of tasks including:

1. Flow Meter Installation and Analysis
2. Sewer Inspection Guidance, Data Review and Rehabilitation Recommendations
3. Construction Administration
4. Field Services- SSES Inspection Assistance
5. GIS Development
6. AI CCTV Coding Software

OHM has submitted a contract for continuing services agreement with the addition of ten (10) additional flow monitors installed and data recording through our current H2O Metrics.

**FINANCIAL IMPACT:**

This item will be funded from Inflow and Infiltration budgeted funds FY 21/22 of \$619,000 (410-52330-974) and remaining \$75,860.00 in proposed FY 22/23 Inflow and Infiltration budgeted funds.

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution 22-46 to approve the contract with OHM for professional services assistance with the Inflow & Infiltration program.

Task Order No. 2  
Sewer System Inflow and Infiltration Program  
Dated \_\_\_\_\_

To  
CONTINUING SERVICES AGREEMENT

Between  
Orchard, Hiltz, & McCliment, Inc.

And  
CITY of SPRING HILL  
Dated June 20, 2019

For  
PROFESSIONAL SERVICES

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CLIENT: City of SPRING HILL

PROJECT: *SEWER SYSTEM INFLOW and INFILTRATION PROGRAM*

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ATTACHMENT A - SCOPE OF SERVICES

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At the request of the Client, this scope of services is presented as a continuation of the Sewer System Inflow & Infiltration (I&I) Program through 2022. Typical sewer system rehabilitation efforts are accomplished in a 10-15 year time frame for most utilities. The time required to meet the goals of the City, I&I reduction in this case, is a function of project goals, resources, and funding. Since the inception of this program, OHM has helped craft a program which incorporates the City's staff into the various stages and workflows of the program. Now that this foundation has been established, the speed of the program will begin to accelerate.

The City has recently engaged TDEC concerning the NPDES discharge permit and received a directive that the maximum average daily discharge from the Wastewater Treatment Plant (WWTP) will be limited to 5 million gallons per day (mgd). Based on current system demands, new homes permitted for construction, and continued growth, the ability of the WWTP to stay under this limit will be severely impacted with continued presence of I&I. Based on this new information, the goal of the program has shifted from removing 1 mgd form peak flows at the WWTP to eliminating I&I form the system in a sufficient volume to allow for growth and meet permit requirements.

Below are general descriptions of the various services currently being provide and or anticipated as a continuation of this I&I program.

**Task 1 – Flow Meter Installation and Analysis**

Task 1 continues flow meter analysis and flow meter prioritization support. The City's Flow meters are anticipated to be moved several times as data indicates to evaluate I&I levels in additional sewer basins/subbasins. In an effort to expedite flow meter coverage of the sewer system, OHM will provide, install, and manage 10 additional flow meters to complement the City's meters. These meters are anticipated to be deployed for a February -April time frame. Detailed I&I analysis for new flow meter data will be conducted as before and data analyzed as available. Basins/sub-basins with higher I&I volumes/linear foot will be targeted for smoke testing and MACP/LACP/PACP inspection efforts by City staff. Results from inspection data will then focus rehabilitation efforts on assets contributing to I&I. Breakdown of efforts are below:

1. Continue development of GIS map for new meter districts, acreages, and populations
2. Install 10 additional flow meters
3. H2Ometrics setup for new location data feeds (14 – 7 meters moved twice plus 10 OHM meters)
4. H2Ometrics subscription for twelve (18) months (July 2021-December 2022)
5. Flow monitor data integrity checks to identify data stream dropout once auto reporting to H2Ometrics resumes
6. I&I Analysis in H2Ometrics (DWF metrics, wet weather I&I metrics, rainfall IDF metrics, RDII metrics, map results)

7. Continue development of recommendations for I&I program (ranking of districts, methods of investigation, Capital level budget items, schedule).
8. Amend Report with new flow monitor data as available

#### **Task 2 – Sewer Inspections Guidance, Data Review, and Rehabilitation Recommendations**

Task 2 continues efforts related to Sanitary Sewer Evaluation Survey (SSES) prioritization, manhole gravity main, and lateral SSES inspection data review, rehabilitation plans development, as well as program management efforts.

The existing sewer manhole rehabilitation contract, funded by the City, is up for renewal on 1/24/2022. Based on recent direction from the City, the SRF construction loan will be put on hold. Sewer manhole lining construction activities will continue via an extension of the existing annual service contract. Additional construction contracts solicited once the work is identified and construction documents developed.

#### **TASK 3 – Construction Administration Services**

OHM will continue to provide Construction Administrative services for each the existing Manhole rehabilitation contract. Services will include:

1. Contractor Coordination
2. Process Contractors Pay Estimates
3. Contractors Annual Services Contract Renewal
4. Coordination with Contractors and City Staff on construction activities

#### **Task 4 – Field Services - SSES Inspection Assistance**

OHM will provide field staff to conduct manhole (MH) inspections during wet weather events and within the resulting “saturated” conditions thereafter. Inspections shall be conducted utilizing the City’s current ArcGIS Online (AGOL) Manhole Inspection Field Map. Locations of MH inspections being conducted will be based on the flow monitoring findings and SSES prioritization. The SRF construction loan was based on lining approximately 600 MH’s or 1.2-1.5 million dollars’ worth of construction. Based on the first 1,260 MH inspections, the defect rate is approximately 15%. It is therefore anticipated that an additional 2,500 MH inspections will need to be inspected to adequately identify enough meaningful repairs. The goal for completing these inspections is by the end of Spring.

City staff will assume primary execution of CCTV inspections. CCTV gravity main inspection priority will be coordinated as needed with sewer I&I department staff.

OHM Advisors intends to utilize artificial intelligence (AI) software to evaluate the digital video format CCTV data provided to OHM Advisors by the City. For this to work, the CCTV must be of adequate quality for the AI to work. The AI application is an intelligent system that has been trained with data from numerous municipalities across the country and Europe. The results of this AI based, National Association of Sewer Service Companies compliant software will identify and code CCTV observations. As a pilot test, an initial batch of CCTV inspection videos provided by the City will be run through the program to ensure compatibility of the video quality and program results. If deemed satisfactory, its use will continue for all footage collected by the City. Expected video format is .mp4.

The City anticipates completing 5,000 LF of CCTV inspection work on a weekly basis. It is anticipated that approximately 100,000 Linear Feet (LF) of gravity main will be inspected initially within the first half 2022

OHM proposes to integrate the inspections data with GIS, migrate to the City AGOL account. A link to the AI application will also be provided. The AI software licensing is based on the LF of CCTV processed. The anticipated expense is \$0.35 / LF of sewer pipe inspection coding, for a minimum of 50,000 LF of inspection data.

#### **Phase 5 – GIS Development**

OHM will continue to work with City staff to develop a more established GIS based operating workflow. Efforts will focus on the following general efforts but not limited to:

1. Organize, by department, ArcGIS Online (AGOL) users and relevant data.

2. Migrate data for each department into a geodatabase, assign asset Identification Numbers, correct, or direct Client staff on any major data integrity issues which need to be addressed.
3. Publish content to the Clients AGOL account.
4. Establish Field maps, inspection forms, dashboards as required for each department's needs.
5. Meet and collaborate with City staff on use of GIS based data collection.
6. Mentor City staff on all aspects of the process, data workflow, data collection, GPS training.
7. Identify data gaps or future GIS data integrity tasks to be performed in advance of any migration to an Enterprise based system.
8. Develop script to combine multi-County parcel data to be executed by the Client monthly.

City Departments and current state of development progress is identified below:

1. Sewer - data migrated, maps/forms established, active inspections in progress. Refinement going forward
2. Storm Water – data migrated, maps/forms established, field testing in progress. Refinement going forward
3. Streets – data migrated, maps/forms established, field testing in progress. Refinement going forward
4. Construction Inspection – not initiated
5. Engineering – not initiated
6. Planning and Zoning– preliminary data migrated (compiled parcel information)
7. Water – data migration and map development in progress
8. Parks and Rec. – initial development guidance and waiting for scheme establishment by Parks and Rec. staff
9. Citizen Reporter – development in progress
10. Vehicle Routing - development in progress

#### **ATTACHMENT B –PERIOD OF SERVICE**

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<b>Task</b>	<b>Estimated Activity Period</b>
Task 1 – Flow Meter Installation and Analysis	Ongoing – Dec. 2022
Task 2 – Sewer Inspections Guidance, Data Review, and Rehabilitation Recommendations	Ongoing – Dec. 2022
Task 3 – Bid Phase/Construction Administration	Ongoing – Dec. 2022
Task 4 – Field Services - SSES Inspection Assistance	Ongoing – Jun. 2022
Task 5 – GIS Development	Ongoing – Dec. 2022

**ATTACHMENT C - COMPENSATION AND PAYMENT**

**Fee:**

OHM ADVISORS proposes to provide the Scope of Work included in this Proposal Amendment on an hourly basis per rates presented in the original proposal, and shall not exceed \$694,860 based on the task breakdown:

Task	Estimated Compensation
<b>Task 1 – Flow Meter Installation and Analysis</b>	
• Meter Installation/Removal	\$25,000
• Meter maintenance	\$5,000
• Analysis/report	\$75,000
• Meter Rental (\$500/meter/month)	\$15,000
<b>Task 1 Subtotal</b>	<b>\$120,000</b>
<b>Task 2 – Sewer Inspections Guidance, Data Review, and Rehabilitation Recommendations</b>	<b>\$182,000</b>
<b>Task 3 – Construction Administration</b>	<b>\$60,000</b>
<b>Task 4 – Field Services - SSES Inspection Assistance</b>	<b>\$190,000</b>
<b>Task 5 – GIS Development</b>	<b>\$85,000</b>
Expenses	
H2OMetrics	
• Meter Adaptor Setup (17 meters @ \$300/each)	\$5,100
• Monthly service (156 x \$85/Meter/Month)	\$13,260
<b>H20metrics Subtotal</b>	<b>\$18,360</b>
<b>AI CCTV Coding Software (100,000 LF @ \$0.35/LF)</b>	<b>\$35,000</b>
<b>Directs</b>	<b>\$4,500</b>
<b>TOTAL</b>	<b>\$694,860</b>

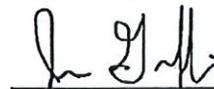
Budgets between tasks will be reallocated if necessary based on the needs and changes in scope. Should deviations in the Scope of Work cause additional work tasks or Additional Services be required, an amendment to this Proposal Amendment will be necessary. The conditions established herein will be the basis of such amendment.

City of Spring Hill  
CLIENT

  
Jim Hagaman  
Mayor

March 21, 2022  
Date

Orchard, Hiltz, & McCliment, Inc.  
CONSULTANT

  
Jason Griffin, P.E.  
Principal

February 7, 2022  
Date

Attachments: Exhibit 1 – 2022 Hourly Rate Schedule  
Exhibit 2 – Standard Terms and Conditions