
**CITY OF GALLATIN
COUNCIL MEETING**

March 5, 2013

6:00 pm

**Dr. J. Deotha Malone
Council Chambers**

- Call to Order – Mayor Jo Ann Graves
- Opening Prayer -
- Pledge of Allegiance – Councilman Camp
- Roll Call: Vice Mayor Alexander – Brackenbury – Camp – Hayes – Kemp – Mayberry – Overton
- Approval of Minutes: February 19, 2013
- Public Recognition on Agenda Related Items
- Mayor’s Comments

AGENDA

1. **Second Reading – Ordinance No. O13Ø1-3** appropriating \$926.25 for damage to a decorative light base at N. Water & E. Broadway (**Councilman Mayberry**)
2. **Second Reading – Ordinance No. O13Ø2-4** appropriating funds from surplus property sales (**Vice Mayor Alexander**)
3. **Second Reading – Ordinance No. O13Ø2-6** transferring slope easement to RCTENN, LLC (**Councilwoman Kemp**)
4. **First Reading – Ordinance No. O13Ø2-7** awarding bid and authorizing funds for Rankin Branch Sewer Interceptor, Phase II, Contract “112” (**Councilwoman Brackenbury**)
5. **First Reading – Ordinance No. O13Ø2-9** appropriating funds for archiving of electronic communications (**Councilwoman Kemp**)
6. **First Reading – Ordinance No. O13Ø3-10** appropriating funds in the amount of \$35,441.66 to the Sumner County School fund (**Councilman Overton**)
7. **Resolution No. R13Ø2-9** approving consultant selection policy for City of Gallatin projects funded in whole or part with Federal Highway Administration Funds (**Councilman Camp**)
8. **Resolution No. R13Ø3-10** setting compensation for temporary assignment of additional duties (**Councilman Hayes**)
9. **Resolution No. R13Ø3-11** providing compensation for temporary assignment of additional duties in 2011 (**Councilman Mayberry**)
10. **Dangerous Building Show Cause Notice – 332 North Wilmore** (**Joe Thompson, City Attorney**)

- Other Business
- Public Recognition on Non-Agenda-Related Items
- Adjourn

City of Gallatin City Council Meeting

February 19, 2013

The Gallatin City Council met in regular session on Tuesday, February 19, 2013 in the Dr. J. Deotha Malone Council Chambers in Gallatin City Hall. Mayor Jo Ann Graves called the meeting to order at 6:00 P.M. The opening prayer was led by Vice Mayor John D. Alexander and the Pledge of Allegiance was led by Councilwoman Julie Brackenbury.

City Recorder Connie Kittrell called the roll and the following were present:

Vice Mayor John D. Alexander
Councilwoman Julie Brackenbury
Councilman Steve Camp
Councilman Craig Hayes
Councilwoman Anne Kemp
Councilman Ed Mayberry
Councilman Jimmy Overton

Don Bandy, Police Chief
Billy Crook, Fire Chief
David Gregory, Public Utilities Director
Connie Kittrell, City Recorder/City Judge
David Brown, Leisure Services Director
Ronnie Stiles, Public Works Director
Joe Thompson, City Attorney
Rosemary Bates, Special Projects Director
Ann Whiteside, Mayor's Office
Katherine Schoch, Codes/Planning Office
News Examiner Reporter
Gallatin Paper Reporter

Others Present:

Rachel Nichols, Finance/IT Director
Nick Tuttle, City Engineer
Dave Crawford, Personnel Official

Approval of Minutes

Mayor Graves presented the minutes of the February 5, 2013 Council Meeting for approval. Councilman Overton made motion to approve; Councilman Camp seconded. Motion carried as amended with 7 ayes and 0 nays.

Public Recognition on Agenda Related Items

Mayor opened public recognition on agenda related items.

With no one wishing to speak, Mayor Graves closed public recognition on agenda related items.

Mayor's Comments

Mayor Graves gave an update on the following:

- North Water/Gray Street, waiting for asphalt plants to reopen to apply the top coat
- "Mayor's Night In" was tonight from 4:30 until 6:00 with several attending
- Independent Film Series is this Friday night at 7:00 PM with a special showing of "Second Acts of Young Lives" at the Gallatin Palace Theater
- World Day of Prayer is March 1st at the House of Grace at 12:00 Noon
- Sumner County United Way will have their annual fundraiser on March 2nd at Union Station Hotel in Nashville
- Gallatin Chamber of Commerce will have their Roaring Twenties Gala on March 8th at the Epic Centre

Agenda

1. Ordinance #O1301-1 - Second Reading

Councilman Hayes presented this ordinance concurring and approving a major amendment to the Greensboro Village Planned Unit Development (PUD) Preliminary Master Development Plan in order to amend the use on a portion of the property from Commercial to Residential; dwelling, multi-family and establish the lot sizes, street design, site layout, and architecture for the Retreat at Fairvue - current zoning of the area being amended is split zoned Multiple Residential and Office planned Unit Development (MRO PUD) and Residential -15 (R15) - property consists of 26.85 (+/-) acres and one (1) commercial outparcel on 1.59 (+/-) acres for a total of 28.44 (+/-) acres - Baker South, LLC - Owner(s) - S.B.E. Tax Map #136//018.03 - located off Noah Lane for second reading.

Councilman Hayes made motion to approve; Councilwoman Brackenbury seconded.

Councilwoman Brackenbury made motion to amend to add an eight (8) foot masonry wall that lines Potter Lane and close the extension of Chloe Drive; Councilman Hayes seconded.

Councilman Overton requested splitting the two amendments out and vote on them separate.

There were no objections to split the amendments.

Mayor called for discussion on amendment #2, closing Chloe Drive.

There was discussion on safety, traffic, crash gates and similar situations.

Mayor called for the vote on amendment #2, closing Chloe Drive. Motion failed 3-4 with Councilman Mayberry, Councilman Hayes and Councilwoman Brackenbury voting to close the road; Vice Mayor Alexander, Councilman Camp, Councilwoman Kemp and Councilman Overton voting to keep road open.

Mayor called for discussion on amendment #1, the eight (8) foot brick wall.

Councilman Overton stated he met with representatives from Goodall Builders again to try to come to some type of resolution and explained the options.

Councilman Overton made an amendment to the amendment to approve the existing plan that calls for landscaping and aluminum fence or in lieu build a six (6) or eight (8) foot brick wall ; Councilman Camp seconded.

City Attorney Joe Thompson explained the motion.

Discussion continued.

Mayor called for the vote on Mr. Overton's amendment to amendment #1. Motion carried 4-3 with Councilman Camp, Councilwoman Kemp, Councilman Overton and Vice Mayor Alexander voting aye. Councilman Mayberry, Councilman Hayes and Councilwoman Brackenbury voted nay.

Mayor called for the vote on amendment #1 as amended. Motion carried 4-3 with Vice Mayor Alexander, Councilman Overton, Councilwoman Kemp and Councilman Camp voting aye; Councilman Mayberry, Councilwoman Brackenbury and Councilman Hayes voted nay.

Mayor called for the vote on Ordinance #O1301-1 as amended. Motion carried 4-3 with Vice Mayor Alexander, Councilman Overton, Councilwoman Kemp and Councilman Camp voting aye; Councilman Mayberry, Councilwoman Brackenbury and Councilman Hayes voted nay.

2. Ordinance #O1301-3 - First Reading

Councilman Mayberry presented this ordinance appropriating \$926.25 for damage to a decorative light base at North Water Avenue and East Broadway.

Councilman Mayberry made motion to approve; Councilman Overton seconded.
Motion carried with 7 ayes and 0 nays.

3. Ordinance #O1302-4 - First Reading

Vice Mayor Alexander presented this ordinance appropriating funds from surplus property sales.

Vice Mayor Alexander made motion to approve; Councilman Overton seconded.
Motion carried with 7 ayes and 0 nays.

4. Ordinance #O1302-5 - First Reading

Councilman Overton presented this ordinance amending the City of Gallatin, Tennessee Charter as established in Chapter 67 of the Private Acts of 1953 and as amended thereafter to establish a Rainy Day Fund.

Councilman Overton made motion to approve; Vice Mayor Alexander seconded.

City Attorney Joe Thompson stated that this Charter change will establish a requirement for five (5) votes to remove money from the rainy day fund.

Mayor called for the vote. Motion carried with 7 ayes and 0 nays.

5. Ordinance #O1302-6 - First Reading

Councilwoman Kemp presented this ordinance transferring slope easement to RCTENN, LLC.

Councilwoman Kemp made motion to approve; Vice Mayor Alexander seconded.
Motion carried with 7 ayes and 0 nays.

6. Resolution #R1302-8

Councilman Camp presented this resolution amending Gallatin Personnel Rules and Regulations relating to Requests to Withdraw Sick Leave.

Councilman Camp made motion to approve; Councilman Overton seconded. Motion carried with 7 ayes and 0 nays.

7. Dangerous Building Show Cause Notice - 117 Drivers Lane

City Attorney Joe Thompson explained the life safety conditions of the trailer that initiates the dangerous building show cause notice.

Ms. Madge Keith of 1036 South Wrights Lane, owner of the land, was present.

Jesse and Cindy Todd, 117 Drivers Lane, owners of the trailer were also present. Mr. Todd requested 60 days to remove the trailer from the property at 117 Drivers Lane and agreed not to rent the trailer during the 60 days.

Councilman Mayberry made motion to approve; Councilman Overton seconded. Motion carried with 7 ayes and 0 nays.

Other Business

Mayor called for other business and there was no other business.

Public Recognition on Non-Agenda Related Items

Mayor Graves called for public recognition on non-agenda related items.

Bob Thomas, 166 Grandview Circle, thanked council for the new equipment at the Civic Center. Mr. Thomas stated to Councilwoman Kemp that the Civic Center is in her district and requested her to look for grants and make the Civic Center a priority.

Mayor stated the city is always looking for grants for all departments.

With no one else wishing to speak, Mayor closed public recognition.

Adjourn

There being no other business to discuss, the meeting was adjourned.

Mayor Jo Ann Graves

ORDINANCE NO. 01301-3

ORDINANCE APPROPRIATING \$926.25 FOR DAMAGE TO A DECORATIVE
LIGHT BASE AT N. WATER & E. BROADWAY

BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that the sum of \$926.25 is hereby appropriated from the Undesignated Fund Balance of the General Fund for repairs to a decorative light base damaged by an accident on April 22, 2012. The funds will be payable to Gallatin Electric Department.

BE IT FURTHER ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that this Ordinance shall take effect on final passage, the public welfare requiring such.

PASSED FIRST READING: February 19, 2013.

PASSED SECOND READING: _____.

MAYOR JO ANN GRAVES

ATTEST:

CONNIE KITTRELL, CITY RECORDER

APPROVED AS TO FORM:

JOE THOMPSON, CITY ATTORNEY

Gallatin Department of Electricity

**P.O. Box 1555
135 Jones Street
Gallatin, TN 37066
Phone: 615-452-5152
Fax: 615-452-6060**

January 15, 2013

City of Gallatin
132 West Main Street
Gallatin, TN 37066

RE: Decorative light base @ N. Water & E. Broadway damaged on April 22, 2012.

Cost to replace decorative light base @ N. Water & E. Broadway:

Payroll (including all applicable OH)	\$ 553.93
Transportation	25.32
Material	<u>347.40</u>
Total	\$ 926.25

Sent by Casey Byrd
@ Gallatin Electric

Invoice for lit to
run on 4-22-2012.
to replace decorative
light base.

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

February 12, 2013

DEPARTMENT: City Attorney

AGENDA #

SUBJECT:

Appropriate money for decorative light base from accident on April 22, 2012.

SUMMARY:

There was an accident on April 22, 2012. The accident caused damage to a decorative light base at N. Water and E. Broadway. The motorist is unknown, making any subrogation impossible. Gallatin Electric submitted an invoice to our office around January 24, 2013 for the repairs. See attached invoice from Gallatin Electric Company.

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

ORDINANCE NO. 01302-4

ORDINANCE APPROPRIATING FUNDS FROM SURPLUS PROPERTY SALES

BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that the sum of \$26,157 is hereby appropriated from account 110-36330, Sale of Equipment, to 110-42110-888, for Patrol Vehicle Replacement.

BE IT FURTHER ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that this Ordinance shall take effect from and after its final passage, the public welfare requiring such.

PASSED FIRST READING: February 19, 2013.

PASSED SECOND READING:

MAYOR JO ANN GRAVES

ATTEST:

CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

JOE THOMPSON
CITY ATTORNEY

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

February 12, 2013

DEPARTMENT: POLICE DEPARTMENT

AGENDA #

SUBJECT:

Appropriating funds from govdeals.com revenue

SUMMARY:

money to be used for vehicle replacement

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

ORDINANCE NO. O1302-6

ORDINANCE TRANSFERRING SLOPE EASEMENT TO RCTENN, LLC

WHEREAS, RCTENN, LLC is a Gallatin industry wishing to expand its operations and provide additional jobs for the citizens of the City of Gallatin, Tennessee; and

WHEREAS, in order to expand its operations, RCTENN, LLC is desirous of acquiring a slope easement on property owned by the City of Gallatin, Tennessee; and WHEREAS, donation of the slope easement described in the Attachments to this ordinance will not materially diminish the value of usability of the property retained by the City;

NOW, THEREFORE BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that approval is granted to transfer by Quitclaim Deed the slope easement described in the Attachments to this ordinance to RCTENN, LLC.

The Mayor and City Recorder are authorized to sign the necessary documents of conveyance.

BE IT FURTHER ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that this Ordinance shall take effect from and after its final passage, the public welfare requiring such.

PASSED FIRST READING: _____ February 19 _____, 2013

PASSED SECOND READING: _____, 2013

MAYOR JO ANN GRAVES

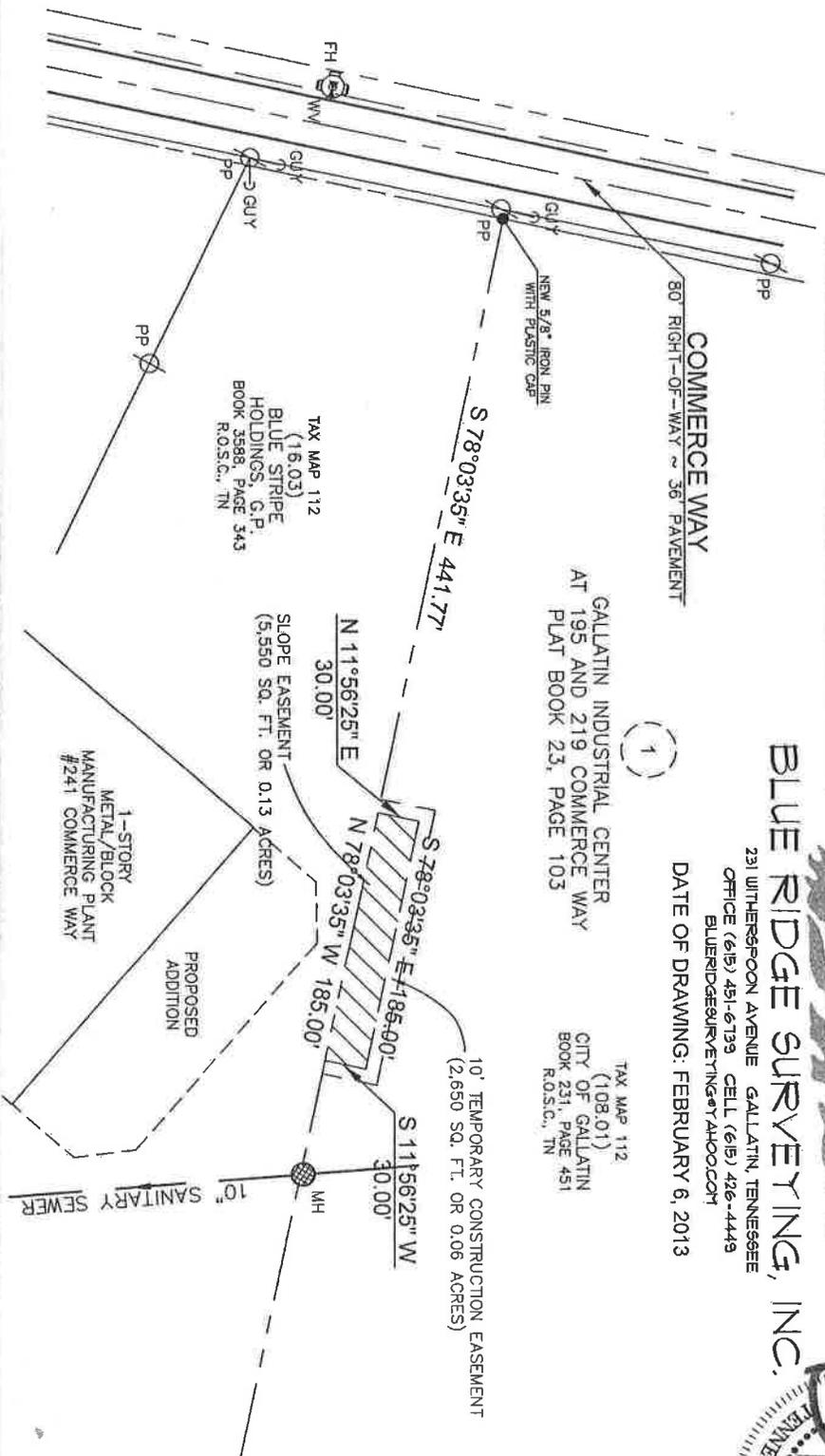
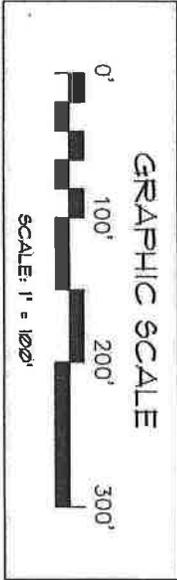
ATTEST:

APPROVED AS TO FORM:

CONNIE KITTRELL
CITY RECORDER

JOE H. THOMPSON
CITY ATTORNEY

EXHIBIT "A"



BLUE RIDGE SURVEYING, INC.

231 WITHERSPOON AVENUE GALLATIN, TENNESSEE
 OFFICE (615) 451-6139 CELL (615) 426-4449
 BLUERIDGESURVEYING@TAMOO.COM
 DATE OF DRAWING: FEBRUARY 6, 2013



GALLATIN INDUSTRIAL CENTER
 AT 195 AND 219 COMMERCCE WAY
 PLAT BOOK 23, PAGE 103

TAX MAP 112
 (108.01)
 CITY OF GALLATIN
 BOOK 231, PAGE 451
 R.O.S.C., TN

TAX MAP 112
 (16.03)
 BLUE STRIPE
 HOLDINGS, G.P.
 BOOK 3588, PAGE 343
 R.O.S.C., TN



Permanent Slope Easement
Legal Description
Exhibit "A"
for the
RC TENN 23,000 SF Warehouse Addition

BEING located in the 2nd Civil District of Sumner County, Tennessee, being located northeasterly of the Commerce Way and Gateway Drive intersection and being a portion of Lot 1 of the Gallatin Industrial Center at 195 and 219 Commerce Way Final Plat as recorded in Plat Book 23, Page 103, in the Register's Office of Sumner County, Tennessee and also being a portion of the City of Gallatin Property as recorded in Record Book 231, Page 451 in the Register's Office of Sumner County, Tennessee and being more particularly described as follows:

BEGINNING at a new iron pin monument, said monument being a point in the easterly right-of-way of Commerce Way, said monument also being a northwesterly property corner common to the Blue Stripe Holdings G.P. Property as recorded in Record Book 3588, Page 343, in the Register's Office of Sumner County, Tennessee

Thence leaving said easterly right-of-way of Commerce Way continuing along with the southerly property line of Lot 1 of the Gallatin Industrial Center at 195 and 219 Commerce Way Final Plat, S 78°03'35" E a distance of 441.77' to a point, said point being the TRUE POINT OF BEGINNING;

Thence with a slope easement the following four calls: N 11°56'25" E a distance of 30.00' to a point;

Thence S 78°03'35" E a distance of 185.00' to a point;
Thence S 11°56'25" W a distance of 30.00' to a point;

Thence N 78°03'35" W a distance of 185.00' to a point; which is the point of beginning, having an area of 5,550 square feet, 0.13 acres more or less.

Also included with the above description is a temporary 10' construction easement along the north, west and easterly sides. Temporary construction easement shall expire 6 months after the completion of construction.

All bearings based on Tennessee State Plane (NAD 83)

This description was prepared by Blue Ridge Surveying, Inc., certified by Brian M. Reifschneider RLS #2487, and dated February 6, 2013.

Attached is Exhibit "A" which more clearly reflects the above-described easements.

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

February 12, 2013

DEPARTMENT: EDA/Engineering

AGENDA #

SUBJECT:
Slope Easement

SUMMARY:
As part of a 23,000 sq.ft expansion that will add an estimated 35 jobs, RCTENN is requesting a slope easement on the adjoining, City owned, property, to ensure proper storm water handling. Legal description attached.

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

**ORDINANCE AWARDDING BID AND AUTHORIZING FUNDS FOR RANKIN
BRANCH SEWER INTERCEPTOR, PHASE II, CONTRACT "112"**

BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that the bid for the Rankin Branch Interceptor Sewer pursuant to plans and specifications under Contract "112", 2013 submitted by Cleary Construction, Inc. in the amount of \$1,324,233.05 is hereby accepted and awarded.

BE IT FURTHER ORDAINED, BY THE CITY OF GALLATIN, TENNESSEE, that the total funds in the amount of \$1,520,000.00 for said sewer line additions are authorized and appropriated from water/sewer reserves.

BE IT FURTHER ORDAINED, BY THE CITY OF GALLATIN, TENNESSEE, that the Mayor and Superintendent of Public Utilities are hereby authorized to execute all necessary contracts and agreements for said sewer line project.

BE IT FURTHER ORDAINED, BY THE CITY OF GALLATIN, TENNESSEE, that this ordinance shall take effect from and after its passage, the public welfare requiring it.

PASSED FIRST READING: _____, 2013

PASSED SECOND READING: _____, 2013

MAYOR JO ANN GRAVES

ATTEST:

CONNIE KITTRELL, CITY RECORDER

APPROVED AS TO FORM:

JOE THOMPSON, CITY ATTORNEY

JAMES C. HAILEY & COMPANY

Consulting Engineers

7518 Highway 70 South
Suite 100

Nashville, Tennessee 37221-1849

Telephone: 615-883-4933

Fax: 615-883-4937

JAMES C. HAILEY, P.E.
NEAL WESTERMAN, P.E.

ROBERT L. RAMSEY, P.E.
JAMES W. GARRETT, P.E.
ANTHONY L. PELHAM, P.E.
MATTHEW R. TUCKER, P.E.
MICHAEL N. GREEN, E.I.T.

February 13, 2013

Mr. David Gregory
City of Gallatin
Department of Public Utilities
239 Hancock Street
Gallatin, TN 37066

RE: Contract 112
Rankin Branch Sewer Interceptor – Phase II

Dear Mr. Gregory:

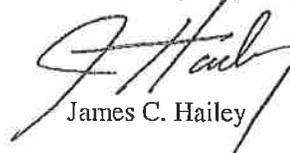
On February 12, 2013 bids were received for the above-referenced project. A tabulation of bids is attached displaying the bids for each contractor for Contract 112.

All bids were sealed with proper documentation, and no irregularities were apparent at the bid opening. Based on our evaluation, we recommend that the City of Gallatin award the **Contract 112** – to **Cleary Construction, Inc.** in the amount of **\$1,324,233.05**. Also enclosed are a preliminary project budget and a Notice of Award to be signed by the Mayor.

If you have any questions or if we can be of assistance, please let us know.

Sincerely,

JAMES C. HAILEY & COMPANY
Consulting Engineers



James C. Hailey

Enclosures

CITY OF GALLATIN

CONTRACT 112 - RANKIN BRANCH INTERCEPTOR: PHASE II

PROPOSED PROJECT COST SUMMARY

February 13, 2013

	BUDGET
CONSTRUCTION COST	\$ 1,324,233.05
CONSTRUCTION MANAGEMENT/ENGINEERING	\$ 42,000.00
SITE SURVEYS, PERMITS, TDEC FEES, ETC.	\$ 16,500.00
INSPECTION	\$ 78,600.00
PROJECT CONTINGENCY	<u>\$ 58,666.95</u>
TOTAL ESTIMATED PROJECT COST.	<u><u>\$ 1,520,000.00</u></u>

NOTICE OF AWARD

TO: Cleary Construction, Inc.
2006 Edmonton Road
Tompkinsville, KY 42167

PROJECT DESCRIPTION: CONTRACT 112 – RANKIN BRANCH SEWER INTERCEPTOR –
PHASE II

The **OWNER** has considered the **BID** submitted by you for the above-described **WORK** in response to its Advertisement to Bid dated January 2013, and Information for Bidders.

You are required by the Information for Bidders to execute the Agreement and furnish the required **CONTRACTOR'S** Performance and Payment Bond within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of this Notice, said **OWNER** will be entitled to consider all your rights arising out of the **OWNER'S** acceptance of your **BID** as abandoned and as a forfeiture of your Bid Bond. The **OWNER** will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the **OWNER**.
Dated this _____ day of _____, 2013.

City of Gallatin
OWNER
BY _____
Title Mayor

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged

By Cleary Construction, Inc.
this the _____ day of _____, 2013
By _____
Title President

BID TABULATION
 CITY OF GALLATIN
 CONTRACT # 112 - Randolph Branch Sewer Interceptor - Phase II
 BID DATE: 02/21/23
 ICH PROJECT NO: 9H44

JAMES C. HALEY & COMPANY
 Consulting Engineers
 7518 Hwy. 78, Box 106
 Nashville, TN 37214
 615.251.1000

BID SECURITY	BIDDER AND ADDRESS	BID BOUND													
		UNIT	AMOUNT												
1	L.F. FURNISH & INSTALL 6" PVC SEWER PIPE @ 0'-6" DEEP	7500	1,725.00	4100	4,165.00	4000	1,960.00	3300	2,597.00	4400	3,196.00	5200	2,344.00	9600	4,966.00
2	L.F. FURNISH & INSTALL 8" PVC SEWER PIPE @ 6'-8" DEEP	7500	1,725.00	4100	4,165.00	4000	1,960.00	3300	2,597.00	4400	3,196.00	5200	2,344.00	9600	4,966.00
3	L.F. FURNISH & INSTALL 8" PVC SEWER PIPE @ 8'-10" DEEP	7500	1,725.00	4100	4,165.00	4000	1,960.00	3300	2,597.00	4400	3,196.00	5200	2,344.00	9600	4,966.00
4	L.F. FURNISH & INSTALL 8" PVC SEWER PIPE @ 10'-12" DEEP	7500	1,725.00	4100	4,165.00	4000	1,960.00	3300	2,597.00	4400	3,196.00	5200	2,344.00	9600	4,966.00
5	L.F. FURNISH & INSTALL 24" PVC SEWER PIPE @ 0'-6" DEEP	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00
6	L.F. FURNISH & INSTALL 24" PVC SEWER PIPE @ 6'-8" DEEP	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00
7	L.F. FURNISH & INSTALL 24" PVC SEWER PIPE @ 8'-10" DEEP	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00
8	L.F. FURNISH & INSTALL 24" PVC SEWER PIPE @ 10'-12" DEEP	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00
9	L.F. FURNISH & INSTALL 24" PVC SEWER PIPE @ 14'-6" DEEP	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00
10	L.F. FURNISH & INSTALL 24" PVC SEWER PIPE @ 14'-6" DEEP	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00
11	L.F. FURNISH & INSTALL 24" PVC SEWER PIPE @ 14'-6" DEEP	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00
12	L.F. FURNISH & INSTALL 24" PVC SEWER PIPE @ 14'-6" DEEP	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00
13	L.F. FURNISH & INSTALL 24" PVC SEWER PIPE @ 14'-6" DEEP	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00
14	L.F. FURNISH & INSTALL 24" PVC SEWER PIPE @ 14'-6" DEEP	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00
15	L.F. FURNISH & INSTALL 24" PVC SEWER PIPE @ 14'-6" DEEP	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00
16	L.F. FURNISH & INSTALL 24" PVC SEWER PIPE @ 14'-6" DEEP	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00
17	L.F. FURNISH & INSTALL 24" PVC SEWER PIPE @ 14'-6" DEEP	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00
18	L.F. FURNISH & INSTALL 24" PVC SEWER PIPE @ 14'-6" DEEP	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00
19	L.F. FURNISH & INSTALL 24" PVC SEWER PIPE @ 14'-6" DEEP	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00
20	C.Y. FURNISH & INSTALL CLASS "B" CONCRETE	10000	1,200.00	10000	1,200.00	10000	1,200.00	10000	1,200.00	10000	1,200.00	10000	1,200.00	10000	1,200.00
21	C.Y. FURNISH & INSTALL CLASS "B" CONCRETE	10000	1,200.00	10000	1,200.00	10000	1,200.00	10000	1,200.00	10000	1,200.00	10000	1,200.00	10000	1,200.00
22	C.Y. FURNISH & INSTALL CLASS "B" CONCRETE	10000	1,200.00	10000	1,200.00	10000	1,200.00	10000	1,200.00	10000	1,200.00	10000	1,200.00	10000	1,200.00
23	C.Y. FURNISH & INSTALL CLASS "B" CONCRETE	10000	1,200.00	10000	1,200.00	10000	1,200.00	10000	1,200.00	10000	1,200.00	10000	1,200.00	10000	1,200.00
24	L.F. FURNISH & INSTALL 24" PVC SEWER PIPE @ 14'-6" DEEP	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00
25	L.F. FURNISH & INSTALL 24" PVC SEWER PIPE @ 14'-6" DEEP	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00
26	L.F. FURNISH & INSTALL 24" PVC SEWER PIPE @ 14'-6" DEEP	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00
27	L.F. FURNISH & INSTALL 24" PVC SEWER PIPE @ 14'-6" DEEP	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00
28	L.F. FURNISH & INSTALL 24" PVC SEWER PIPE @ 14'-6" DEEP	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00
29	L.F. FURNISH & INSTALL 24" PVC SEWER PIPE @ 14'-6" DEEP	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00
30	L.F. FURNISH & INSTALL 24" PVC SEWER PIPE @ 14'-6" DEEP	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00	10000	7,620.00
TOTAL BIDS BID			1,294,333.86		1,399,487.49		1,471,970.60		1,509,934.99		1,623,251.85		1,671,463.12		1,841,626.49



I, James C. Haley Jr., certify that the above Bid Tabulation reflects the actual Bids submitted with errors corrected for Contract 112 - Randolph Branch Sewer Interceptor - Phase II

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

February 26, 2013

DEPARTMENT: Utilities

AGENDA # 6

SUBJECT:

Ordinance #O1302-7 Rankin Branch Interceptor- Phase II

SUMMARY:

Authorize Funds and award bid for Contract "112" - Rankin Branch Sewer Interceptor-Phase II

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

Project cost summary

DESCRIPTION OF RECORD	RETENTION PERIOD	LEGAL AUTHORITY/RATIONALE
I-6. Contracts. Contracts between the city and other contractors.	Retain 7 years after termination of contract.	Based on statute of limitations for breach of contract plus 1 year. T.C.A. § 28-3-109.
I-7. Contracts. Construction. Contracts between the departments and contractors for construction work, showing name of contractor, date, building specifications, and amount of consideration.	Retain 7 years or until expiration of guarantees. If no guarantees are involved, retain 7 years after completion of contract.	Based on statute of limitations for actions for breach of contract plus 1 year. T.C.A. § 28-3-109.
I-8. Correspondence Files. Correspondence with citizens and government officials regarding policy and procedures or program administration.	Generally retain based upon subject matter or 5 years, whichever is longer, but appraise for continuing administrative usefulness or historical value. (See "E-mail" below)	Maintain for reasonable period of time in case of continued action related to the correspondence
<p>I-8A. E-mail.</p> <ul style="list-style-type: none"> • Spam and other e-mails that will not be relevant to any litigation. • E-mails relative to contracts. • E-mails that might be relevant to tort litigation. • E-mails relative to personnel status of employees. • Other e-mails. 	<ul style="list-style-type: none"> • May be discarded immediately. • Retain 7 years or until expiration of guarantees. • Retain 7 years. • Retain 7 years. • Retain based upon subject matter (see other provisions in the retention schedule) or 5 years, whichever is longer, but appraise for continuing usefulness or historical value. 	<ul style="list-style-type: none"> • No requirement for retention • Based on statute of limitations for breach of contract plus 1 year. T.C.A. § 28-3-109. • Based on statute of limitation for tort action plus 1 year. • Various statutes of limitations and requirements in differing statutes. • Maintain for reasonable time in case of continued action.
I-9. Deeds for City Properties, Copies of, Copies of warranty deeds.	Destroy when obsolete or when purpose of retention has been served.	Working papers as defined in T.C.A. § 10-7-301(14). Filed permanently with the county register of deeds.

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

2/26/2013

DEPARTMENT: Finance/I. T.

AGENDA #

SUBJECT:

Appropriate funds for purchase of hardware and software to log and archive electronic communications

SUMMARY:

Record retention policies require correspondence files be retained a minimum of 5 years. Recent events have shown that we have inadequate resources to comply with retention policies as related to electronic correspondences (emails). Because we are required to retain 5 years of correspondences, we need a large-capacity storage unit, in addition to the software that performs the logging and archiving task.

RECOMMENDATION:

approval

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

ORDINANCE NO. O13Ø3-10

ORDINANCE APPROPRIATING FUNDS IN THE AMOUNT OF \$35,441.66 TO THE
SUMNER COUNTY SCHOOL FUND

BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, pursuant to
T. C. A. Section 57-4-301, that the sum of \$35,441.66 is hereby appropriated from the
general fund for one-half (1/2) of the fifteen percent (15%) tax on liquor sold for
consumption in the City of Gallatin, to the Sumner County School Fund.

BE IT FURTHER ORDAINED BY THE CITY OF GALLATIN, TENNESSEE
that this ordinance shall take effect on its final passage, the public welfare requiring
such.

PASSED FIRST READING:

PASSED SECOND READING:

MAYOR JO ANN GRAVES

ATTEST:

CONNIE KITTRELL, CITY RECORDER

APPROVED AS TO FORM:

JOE THOMPSON, CITY ATTORNEY

RESOLUTION APPROVING CONSULTANT SELECTION POLICY FOR CITY OF
GALLATIN PROJECTS FUNDED IN WHOLE OR PART WITH FEDERAL HIGHWAY
ADMINISTRATION FUNDS

WHEREAS, THE CITY OF GALLATIN has received funding from the Tennessee Department of Transportation ("TDOT") for various projects; and

WHEREAS, on occasion, some or all of the funds made available to the City by TDOT come from the Federal Highway Administration.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF GALLATIN, TENNESSEE, that the City of Gallatin hereby adopts *the Consultant Selection Policy for Projects Funded in Whole or in Part with Funds Provided by the Federal Highway Administration or the Tennessee Department of Transportation* attached hereto as Exhibit A.

BE IT FURTHER RESOLVED BY THE CITY OF GALLATIN, TENNESSEE, that this Resolution shall take effect on final passage, the public welfare requiring such.

IT IS SO ORDERED.

PRESENT AND VOTING:

AYE: ____

NAY: ____

DATED: _____.

MAYOR JO ANN GRAVES

ATTEST:

CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

JOE H. THOMPSON
CITY ATTORNEY



CITY OF GALLATIN

Consultant Selection Policy for Projects Funded in Whole or in Part with Funds Provided by the Federal Highway Administration or the Tennessee Department of Transportation

AUTHORITY: 23 CFR 172.9. If any portion of this policy conflicts with applicable state or federal laws or regulations, that portion shall be considered void. The remainder of this policy shall not be affected thereby and shall remain in full force and effect.

PURPOSE: To prescribe the policy of the CITY OF GALLATIN, HEREINAFTER REFERRED TO AS the AGENCY), applicable to the retention of consultant services for architectural, engineering, and technical services for projects funded in part or in whole with funds provided by the Federal Highway Administration.

APPLICATION:

- A. **Engineering and Design Related Services.** This policy is to include all engineering and design related services described in Title 40 U.S.C. Chapter 11, Title 23 U.S.C. Section 112 (b)(2), 23 C.F.R. Part 172 and 49 C.F.R. Section 18.36(t) for projects funded in whole or in part with funds from the Federal Highway Administration through the Tennessee Department of Transportation (TDOT) or state funds through the same entity.

Broadly defined, these services include program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping or architectural related services with respect to construction projects. They may include emergency contracts.

Examples of services included within the scope of this policy are comprehensive transportation planning, project planning, environmental studies, context sensitive solution/design services, cultural resources studies, geotechnical studies, historic studies, archeological studies, socio-economic and environmental justice analyses, inspection services, intelligent transportation system design and development, traffic control systems design and development, materials inspection and testing, value engineering, and utility analysis/design services.

- B. **Technical Services** Technical services such as inspection of structural steel fabrication, laboratory testing, inspection of welds on existing bridges, overhead sign inspection, underwater inspection, utility installation inspection, geotechnical sub-surface exploration/drilling and lab testing, etc., are also included in this policy.



DEFINITIONS:

- A. ***Project Specific Contract*** – A project specific contract provides for all the work associated with a specific project that is desired to be contracted with the consultant firm and requires a detailed scope of services. These contracts may provide for all work to be placed under contract at the same time depending on availability of funds. A project specific contract is the traditional type of consultant contract between the AGENCY and a consultant for the performance of a fixed scope of work related to a specific project or projects.

- B. ***Multiphase Contract*** - Multiphase contracts are similar to project specific contracts except that the work is divided into phases such as survey, environmental or design. The consultant contract is based on a general scope of work with a maximum contract ceiling. Individual phases are negotiated and the work authorized while future phases may wait until later in the contract period before completing negotiation and authorization. Multiphase contracts are helpful for complex projects where the scope of a future phase is not well defined. Multiphase contracts may be terminated at the end of a phase. A multiphase contract incorporates the work order concept for a specific project.

- C. ***Competitive Negotiation*** - Competitive negotiation is the preferred method of procurement for engineering related services. These contracts use qualifications-based selection procedures in the manner of a contract for architectural and engineering services under the “Brooks Act” provisions contained in Title 40 U.S.C. Chapter 11 (formerly 40 U.S.C. §541-544). The proposal solicitation process is by public advertisement and provides qualified in-state and out-of-state consultants a fair opportunity to be considered for award of the contract. Price is not used as a factor in the evaluation and selection phases.

- D. ***Noncompetitive Negotiation*** – Noncompetitive negotiation is used to procure engineering and design related services when it is not feasible to award the contract using competitive negotiation or small purchase procedures. Circumstances which may justify a noncompetitive negotiation include when the service is available only from a single source or there is an emergency which will not permit the time necessary to conduct competitive negotiations.

- E. ***Small Purchase Procedures*** - Small purchase procedures are relatively simple and informal procurement methods where an adequate number of qualified sources are reviewed and the total contract costs do not exceed the simplified acquisition threshold fixed in 41 U.S.C. 403(11) (currently \$100,000.00). Competitive negotiation in the manner of a “Brooks Act” qualifications-based selection procedure is not required.



- F. **Technical Service Procurement Procedure** – A technical service procurement procedure is used for the procurement of services as described in this policy at "APPLICATION", Item B, Technical Services. Price quotations are obtained from qualified firms for the specified work either by public advertisement or by requests. Awards are made to the responsible firm whose proposal is most advantageous to the AGENCY with price and other relevant factors considered.

POLICY:

I. CONSULTANT EVALUATION COMMITTEE

- A. **Establishment of a Consultant Evaluation Committee:** The Agency's legally designated selection authority shall designate the members of the Consultant Evaluation Committee ("CEC"), which shall at a minimum be composed of professional employees of the Agency capable of providing a review of the technical qualifications of the consultant to perform the job(s) in question. The legally designated selection authority must approve any change in membership of the CEC prior to advertisement and approve any substitutions. The CEC membership may vary depending on the type of service being procured.
- B. **Role:** The CEC shall have the responsibility of submitting to the legally designated selection authority a recommended list of qualified firms.
- C. **Record of Proceedings:** The CEC shall designate either a member or staff person to create and maintain a record of proceedings before the CEC which shall include information submitted to the CEC for consideration, summary minutes of meetings, findings and/or recommendations to the legally designated selection authority.

II. PREQUALIFICATION

- A. **Tennessee Department of Transportation's Prequalified Consultant List:** Firms must be currently on TDOT's list of prequalified consultants.
- B. **Expiration or termination.** Expiration or termination of a consultant's prequalification status may be cause for AGENCY to terminate any contract with a consultant.



III. COMPETITIVE NEGOTIATION PROCUREMENT PROCEDURE

- A. **Confidentiality:** To the extent allowed by applicable State law, all documents relating to the evaluation and selection of consultants, and negotiations with selected consultants, shall remain confidential until selection is complete and a contract is awarded.
- B. **Consultant Advertisement:** The Agency shall advertise for proposals from prequalified firms by advertising through appropriate media and its internet website. Advertisement shall provide, at a minimum, the following:
1. General scope of the work.
 2. Evaluation criteria.
 3. Method of payment.
 4. Contact information.
 5. Deadline for submittals.
 6. A statement that all firms must be pre-qualified or have a completed prequalification form filed with the Tennessee Department of Transportation by the deadline.
 7. Disadvantaged Business Enterprise (DBE) encouragements.

The advertisement may include multiple phases of a project. For example, the CEI consultant may not be the same as the PE/Design/ROW consultant(s), but this consultant may be selected at the same time as the consultant(s) for the other phase(s). The advertisement shall separate the scope into phases and the consultant must indicate to which portion they are responding. If a consultant responds to the construction phase along with other phases, they may not be selected for the entire project. This will be clearly indicated in the advertisement.

- C. **Consultant Evaluation Criteria:** The evaluation criteria for proposals shall, at a minimum, include the following:
1. Ability and relevant expertise of the firm's personnel to be used in performing the service.
 2. Past experience in the required disciplines with TDOT and/or other clients.
 3. Qualification and availability of staff.
 4. Demonstrated ability to meet schedules without compromising sound engineering practice.
 5. Evaluations on prior federally-funded projects, if available.
 6. Size of project and limited or unlimited prequalification status.
 7. Amount of work under contract with the Agency.
 8. Whether the consultant can perform the work efficiently without compromising sound engineering practice.
 9. Other factors, including interviews and demonstrations, as approved by



the Agency.

D. *Sub-consultants for Engineering Services*

1. A consultant who has been asked to submit a proposal shall specifically identify any sub-consultant(s) required to complete the project team. All sub-consultants identified on the submittal shall be pre-qualified by TDOT to perform the required tasks or have an application pending prior to submittal of the proposal. Failure to meet these requirements would void the submittal.
2. Once a contract has been awarded, the consultant may negotiate directly with sub-consultants. A change in sub-consultants must be approved by the Agency. A written request must be submitted to the Agency to initiate the change. This request must include an explanation of the need to change sub-consultants and the impact on the project schedule and financial elements of the contract. The substitute sub-consultant must be pre-qualified by TDOT to perform the required tasks. After consideration of all factors of the request, the Agency will respond to the request in writing.

E. *Contract Selection*

1. The proposal shall contain a section wherein a firm may identify certified Disadvantaged Business Enterprises (DBEs) that the firm commits to use during the project. Although it is not a mandatory requirement that consultants submitting proposals commit to DBE participation, a good faith effort toward diversity is encouraged in the team make-up. The Agency may set DBE goals on projects involving federal funds, in which case the selected consultant must either meet the goal or show good faith efforts to meet the goal, consistent with the DBE program regulations at 49 C.F.R. 26.53.
2. Evaluation of Proposals by CEC
 - a) The Agency shall evaluate the proposals of firms using the evaluation criteria.
 - b) Separate formal interviews, if approved as an evaluation criteria, should be structured and conducted with a specified time limit. Competing consultants may be asked to bring additional information or examples of their work to the interviews if such information will contribute to the evaluation process. Specific questions may be asked of each consultant to clarify qualifications, written proposals, or oral presentations.
 - c) The CEC shall recommend to the legally designated selection



authority a list of no fewer than three of the firms deemed most qualified to provide the services required.

3. **Contract Selection:** The legally designated selection authority shall rank the firms in order of preference based upon the evaluation criteria. The AGENCY will negotiate with the firm(s) in rank order. All considered firms who were unsuccessful in the selection process shall be so notified.

F. Negotiation of Contract

The following shall apply to all negotiations of scope and cost for contracts, work orders, and supplemental agreements.

1. **Determination of Contract Amount:** Following a decision to use consultant services, AGENCY staff shall prepare an estimate of man-days or project cost required based on:
 - a) Relative difficulty of the proposed assignment or project, size of project, details required, and the period of performance, and,
 - b) A comparison with the experience record for similar work performed both by AGENCY personnel and previously negotiated consultant contracts.

This estimate shall be done independently, prior to negotiation, and shall remain confidential to the extent allowed by applicable law.

2. **Scope of Work Meeting with Selected Firm:** The Agency will negotiate with the selected firm. The Agency may arrange a conference with the prospective consultant at which the parties must come to a mutual understanding of the scope of work and all technical and administrative requirements of the proposed undertaking. In lieu of a conference, this may be done by phone or correspondence. The prospective consulting firm may be represented as it wishes; however, a project manager and accounting representative are recommended.
3. **Cost Proposal:** The prospective consulting firm will be invited to submit a cost proposal for the project. This cost proposal is to be broken down by the various items of work as requested and supported by estimated labor requirements. Instructions shall be given regarding the method of compensation and the documentation needed to justify the proposed compensation.

In evaluating the consultant's cost proposal(s), the Agency shall judge the reasonableness of the proposed compensation and anticipated labor



and equipment requirements by the following and other appropriate considerations.

- a) The proposed compensation should be comparable to that of other projects of similar nature and complexity, including as applicable salaries and man-hours to accomplish the work, and allocation of labor within the man-hour estimates.
 - b) The Agency, as deemed appropriate, will assess the fairness of the proposed fee.
 - c) The proposed compensation shall be studied for reasonableness and to assure sufficient compensation to cover the professional quality of the work items desired.
4. **Contract Negotiations:** If the consultant's first cost proposal is rejected by THE AGENCY, the negotiating parties shall hold a second conference to discuss those points of the cost proposal which are considered unsatisfactory. The consultant shall submit a second cost proposal based upon this second conference. If THE AGENCY rejects the consultant's second cost proposal, negotiations shall cease and commence with the second most qualified firm. If like negotiations are unsuccessful with the second most qualified firm, THE AGENCY will undertake negotiations with the third most qualified firm and others on the selected list in sequential order. With the concurrence of the legally designated selection authority, the AGENCY may, at any time, in lieu of continuing negotiations, elect to redefine the scope of the project and invite another group of consultants to submit proposals pursuant to "POLICY", Section III, Competitive Negotiation Procurement Procedure.

G. *Contract Development and Execution:*

1. In the event the parties reach agreement, the Legally Designated Selection Authority shall approve the preparation of a contract.
2. The contract will include a clause requiring the consultant to perform such additional work as may be necessary to correct errors in the work required under the contract without undue delays and without additional cost to the AGENCY.
3. If the consultant contract includes a DBE goal, the consultant shall report at least quarterly all amounts paid to any DBE sub-consultants.
4. **Method of Payment:** The preferred method of contract is Cost Plus Fixed Fee (CPFF). Cost accounting records must be maintained. In accordance with 23CFR 172.5(c), the cost plus a percentage of cost and



percentage of construction cost methods of compensation shall not be used.

5. The Agency shall maintain a record of the negotiations and all required approvals.
6. Prior to approval of the contract, the AGENCY must have on file a contract specific Certificate of Insurance for the consultant. It shall confirm that the firm has professional liability insurance for errors and omissions in the amount of \$1,000,000, as a minimum, and the policy shall be maintained for the life of the contract.

H. *Monitoring of Active Projects:*

1. After the contract has been approved, a work order issued, and productive work on the consultant's assignment has begun, representatives of the AGENCY shall periodically review and document the consultant's progress. Said monitoring reviews shall be directed toward assurance that the consultant's assignment is being performed as specified in the agreement, that an adequate staff has been assigned to the work that project development is commensurate with project billings, and that work does not deviate from the contracted assignment.
2. An employee of THE AGENCY shall be responsible for each contract or project. Annually and/or at project close, the assigned employee will prepare a performance evaluation report covering such items as timely completion of work, conformance with contract cost, quality of work, and whether the consultant performed the work efficiently. A copy of this report will be furnished to the firm for its review and comments upon request.

I. *Supplemental Agreements:*

1. No contract may be supplemented to add work outside the scope of the project or the general scope of services the consultant was initially evaluated to perform. For example, a roadway design contract may be supplemented to add work related to additional phases of project design (e.g. preliminary engineering with related technical services such as survey or geotechnical work, preparation of right-of-way plans, or preparation of final construction plans); however, a project specific or multiphase contract for roadway design shall not be supplemented to add a new project or to add a different type of service, such as construction engineering and inspection.



J. **Contract Accounting Policies:**

1. Overhead Charge

Federally funded projects: The overhead charge, effective for contracts advertised on or after December 1, 2005, shall be the actual rate as determined in compliance with Federal Acquisition Regulation Standards and approved by a cognizant agency as defined by 23 CFR 172. The cognizant agency is the home state transportation department, a federal agency, or TDOT in the absence of any of the other. A Certified Public Accountant (CPA) may perform the audit, but the audit work papers may be reviewed by the governmental agency. The overhead rate for firms with multiple offices shall be a combined rate for all offices. The rate for the overhead charge will be valid for a one year accounting period. If the overhead rate expires during the contract period an extension may be considered on a case-by-case basis in accordance with 23 CFR 172.7(b).

2. Net Fee Calculation:

The fee for profit is negotiable. The maximum allowable net fee is 13% and should be negotiated depending on the type work, complexity, time restraints, etc., of the project. Net fee is calculated using the following formula: $\text{Net Fee} = 2.35 \times \text{Direct Salary} \times \text{Allowed Net Fee Rate}$.

For cost plus fixed net fee contracts, net fee shall be invoiced as follows: Net fee is invoiced based on the total approved net fee multiplied by the estimated percentage of project completion during the invoicing period as stated in the progress report, less any previous partial payments.

3. Contract and Project Closing:

The Agency is responsible for keeping up with contract costs and knowing when a contract is complete. It is also responsible for closing the contract in a timely manner. By letter to the consultant, the Agency shall affirm that the contract or work order has been satisfactorily completed. In the event that additional services are required within the original scope of the project, the contract or work order may be re-opened. All terms and conditions of the contract shall remain the same.

4. Audit Requirements

- a) Pre-award audits consist of a review of a proposed indirect cost (overhead) rate based upon historical data, review of the consultant's job cost accounting system, and review of project man-day or unit price proposals. Awarded contracts are subject to interim and final



audits. The audits consist of determining the accuracy of invoice charges by reviewing time sheets, payroll registers, travel documents, etc. Charges that cannot be supported will be billed back to the consultant. Annual reviews of the indirect cost rate for non-fixed indirect cost rate contracts will be required and adjustments to the invoiced billing rate may be necessary based on audit results.

5. Computer Aided Drafting and Design (CADD) Expenditures:

All CADD equipment and software expenditures are to be treated as part of overhead. CADD expense will not be allowed as a direct expenditure based on an allocation rate.

6. Facilities Capital Cost of Money (FCCM) Rate:

FCCM referenced in 48 CFR 31.20510 shall be allowed as part of overhead and applied to direct labor.

7. Direct Cost.

- a) Direct Costs include job related expenses which are required directly in the performance of project services such as travel, subsistence, long distance telephone, reproduction, printing, etc. These should be itemized as to quantities and unit costs in arriving at the total cost for the expense.
- b) The proposed direct cost shall not exceed the Tennessee Department of Transportation's maximum allowable rate when a rate for such cost is specified. All direct costs must show supporting documentation for auditing purposes. Documentation for proposed rates should show how they were developed including historical in-house cost data or names and phone numbers of vendors that supplied price quotes along with receipts, invoices, etc., if available.
- c) Electronic equipment, such as personal computers, cameras, and cellular phones, shall be included in the consultant's overhead.
- d) The cost of the use of the consultant's vehicle(s) to the AGENCY'S project shall be paid for according to Attachment A, Schedule of Vehicle Reimbursements.

8. Collection of Funds Due as Result of Contract Audit:

Once an audit is completed and the consultant is found to owe the AGENCY, the Auditor will notify in writing the consultant. The Agency will notify the consultant in writing about the indebtedness and request



payment within 30 days from the date of the letter. If after 30 days payment is not received, the consultant will then be notified that any funds held in retainage or funds owed to the consultant under other agreements will be used to satisfy the indebtedness. If funds or payables to the consultant in the AGENCY'S possession are in excess of the indebtedness, anything owed the consultant will be remitted under normal payment procedures. If the funds in the AGENCY'S possession are not sufficient to satisfy the indebtedness, the Agency will take appropriate action.

K. *Geotechnical Contracts:*

Contracts for geotechnical services are considered separately because they may involve a mixture of two types of services, i.e., geotechnical studies (engineering services) and subsurface exploration/drilling or laboratory testing (technical services). Additionally, some firms offer one or the other of these services, others offer both, and others offer some combination as well as other services, e.g., design. Firms offering both services must, for accounting purposes, separate the two operations. Cost of equipment, supplies, etc., used in technical services may not be applied towards overhead computations for engineering services.

1. Sub-surface Exploration/Drilling: These services shall be procured as required by applicable law and in accordance with the procedures noted in "POLICY", Section VI, Technical Service Procurement Procedure.
2. Geotechnical Studies Only: These services shall be procured as noted in "POLICY", Section III, Competitive Negotiation Procurement Procedure.
3. Geotechnical Studies and/or Laboratory Testing Combined: The services of these firms shall be procured as noted in "POLICY", Section IV, Competitive Negotiation Procurement Procedure. The technical services costs shall be negotiated by the Agency based on usual industry standards.
4. Geotechnical Studies and/or Sub-surface Exploration/Drilling and/or Laboratory Testing within another Engineering Services Firm: These services shall be procured as part of the larger contract, e.g., roadway design. Payment for sub-surface exploration/drilling shall be invoiced as a direct cost. Overhead cost restrictions as previously stated in Section III, Item J, Contract Accounting Policies, also apply to hourly labor charges. Geotechnical studies shall be invoiced as other engineering services.

L. *Sub-consultants for Engineering Services:*

1. Geotechnical Studies and/or Sub-surface Exploration/Drilling and/or Laboratory Testing within another Engineering Services Firm:



These services shall be procured as part of the larger contract, e.g., roadway design. Payment for sub-surface exploration/drilling shall be invoiced as a direct cost. Overhead cost restrictions as previously stated in Section III, Item J, Contract Accounting Policies, also apply to hourly labor charges. Geotechnical studies shall be invoiced as other engineering services.

2. Geotechnical Studies Firms as Sub-Consultants

- a) Geotechnical Studies Only: The services of these firms may be procured by negotiation with the prime consultant as described previously herein.
- b) Geotechnical Studies and Sub-surface Exploration/Drilling and/or Laboratory Testing Firms as Sub-Consultants: The services of these firms shall be procured by negotiation with the prime consultant.

M. *Sub-consultants Not Covered Under Engineering Services:*

In the event a sub-consultant is required whose hiring process, as a prime, would be governed by "POLICY", Section IV, Noncompetitive Negotiation Procurement Procedure, or other applicable state policy, that sub-consultant shall be retained by the same method used if he were a prime.

1. Example: Design consultants are occasionally asked to provide laboratory testing services under their design contract. These services procurement methods are described under "POLICY", Section VI, Technical Service Procurement Procedure. The design consultant shall use, and document, the procedures described under "POLICY", Section VI, Technical Service Procurement Procedure, when hiring the laboratory testing consultant.
2. The Agency should monitor the hiring and documentation of sub-consultants by the prime. Documentation should detail the method used and should be satisfactory for a final project audit.

IV. NONCOMPETITIVE NEGOTIATION PROCUREMENT PROCEDURE

The following procedures may be used by the AGENCY, subject to TDOT's prior approval, in those circumstances where there exists only one viable source for the desired services, when competition among available sources is inadequate, or in emergencies when adherence to normal procedures will entail undue delays for projects requiring urgent completion.

Upon determination of a need for this type of procurement, the AGENCY shall request



an estimate from the qualified firm for the accomplishment of the desired assignment. The request for an estimate shall define the full scope of the desired services, together with minimum performance specifications and standards, the date materials and services are to be provided by the consultant to the AGENCY, and the required assignment completion schedule. Response to the request for an estimate shall be evaluated, giving due consideration to such matters as a firm's professional integrity, compliance with public policies, records or past performances, financial and technical resources, and requested compensation for the assignment.

VI. SMALL PURCHASE PROCUREMENT PROCEDURE

When the contract cost of the services does not exceed the simplified acquisition threshold fixed in 41 U.S.C. 403(11), which is currently \$100,000, small purchase procedures may be used. Contract requirements shall not be broken down into smaller components merely to permit the use of small purchase procedures. Price negotiations will be obtained from an adequate number of qualified sources with a minimum of two. It is the responsibility of the Local Government to determine the level of advertisement in order to ensure a qualified pool of candidate consultants is available to choose from. Awards will be made to the responsible firm whose proposal is most advantageous to the program with price and other relevant factors considered. Contact the LPDO for approval to proceed with this process.



POLICY FOR STANDARD PROCUREMENT OF ENGINEERING AND TECHNICAL SERVICES

Vehicle Reimbursement Schedule

For all projects except Construction Engineering and Inspection (CEI), the consultant shall be reimbursed at the rate specified in the State of Tennessee Comprehensive Travel Regulations in effect at the time the cost was incurred.

For CEI projects, the consultant shall be reimbursed at the rate of \$24.00 per day for compact pick-up trucks used on the AGENCY's projects. For full size pick-up trucks used on the AGENCY projects, the consultant shall be reimbursed at the rate of \$27.00 per day

Rate changes are approved: _____
AGENCY HEAD DATE

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

February 22, 2012

DEPARTMENT: **Engineering**

AGENDA #

SUBJECT:

TDOT Required Consultant Selection Policy

SUMMARY:

The Tennessee Department of Transportation (TDOT) requires that all local governments managing projects funded in total or part by the Federal Highway Administration adopt local guidelines for selection of professional consultants and then provide proof of such adoption to TDOT.

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

RESOLUTION SETTING COMPENSATION FOR TEMPORARY ASSIGNMENT OF
ADDITIONAL DUTIES

BE IT RESOLVED BY THE CITY OF GALLATIN, TENNESSEE, as follows:
As Katherine Schoch, Assistant Director of Codes/Planning, has temporarily been assigned additional duties and responsibilities due to the absence of the Director of Codes/Planning, additional compensation is temporarily warranted in the amount of a 10% increase in her current bi-weekly salary, until Mr. Allers' return to duty. Her vacation accrual rate shall be at the level normally granted appointed department head positions during this interim assignment.

BE IT FURTHER RESOLVED BY THE CITY OF GALLATIN, TENNESSEE, as follows:
As Addam McCormick, Chief Inspector/Plans Examiner, has temporarily been assigned additional duties and responsibilities as the Interim Building Official due to the absence of the Director of Codes/Planning, (Resolution R1301-5) additional compensation is temporarily warranted in the amount of a 5% increase in his current bi-weekly salary, until Mr. Allers' return to duty.

BE IT FURTHER RESOLVED BY THE CITY OF GALLATIN, TENNESSEE, that this Resolution shall take effect retroactively to January 9, 2013, the date of the assumption of additional duties for Ms. Schoch, and January 15, 2013, the date of the assumption of additional duties for Mr. McCormick, the public welfare requiring such.

IT IS SO ORDERED.

PRESENT AND VOTING

AYE: _____

NAY: _____

DATED: _____.

MAYOR JO ANN GRAVES

ATTEST:

APPROVED AS TO FORM:

CONNIE KITTRELL
CITY RECORDER

JOE THOMPSON
CITY ATTORNEY

RESOLUTION PROVIDING COMPENSATION FOR TEMPORARY ASSIGNMENT OF
ADDITIONAL DUTIES IN 2011

BE IT RESOLVED BY THE CITY OF GALLATIN, TENNESSEE, as follows:

As Katherine Schoch, Assistant Director of Codes/Planning, was temporarily assigned additional duties and responsibilities due to the absence of the Director of Codes/Planning from September 6, 2011 through November 7, 2011, additional compensation is warranted in the amount of a 10% increase in her bi-weekly salary. The total compensation for this additional 352 hours equals \$1,024.32 in gross compensation. She would also have been eligible to receive a vacation accrual rate at the level normally granted appointed department head positions during this interim assignment. The total vacation accrual hour difference equals 6.18 hours.

BE IT FURTHER RESOLVED BY THE CITY OF GALLATIN, TENNESSEE, that this Resolution shall take effect from and after the date of final passage, the public welfare requiring such.

IT IS SO ORDERED.

PRESENT AND VOTING

AYE: _____

NAY: _____

DATED: _____.

MAYOR JO ANN GRAVES

ATTEST:

APPROVED AS TO FORM:

CONNIE KITTRELL
CITY RECORDER

JOE THOMPSON
CITY ATTORNEY

DANGEROUS BUILDING
SHOW CAUSE NOTICE

TO: WINSTON TEMPLET
544 NASHVILLE PIKE #123
GALLATIN TENNESSEE 37066

RE: 332 NORTH WILMORE
GALLATIN, TENNESSEE
TAX MAP: 113N-C-024.00

PURSUANT to Gallatin Municipal Code, Chapter 5, Article IX, Section 5-241, et seq., Dangerous Buildings, you are hereby summoned to appear for a hearing before the Gallatin City Council, on **TUESDAY, MARCH 5, 2013 at 6:00 P.M., C.D.T.**, Gallatin City Hall, Gallatin, Tennessee, Council Chambers, for the purpose of showing cause why the building and structures located at the above address should not be vacated due to the dangerous building conditions pursuant to Gallatin Municipal Code §5-241(10). You have the right to present evidence and testimony and be represented by an attorney if you so choose.

Failure to appeal will result in a finding of dangerous building and an order for vacation of the building.

Direct all inquiries to Mark Parrish at the Gallatin Fire Department at 615-452-2771.

Dated: February 20, 2013.



JOE H. THOMPSON
CITY ATTORNEY FOR THE
CITY OF GALLATIN, TENNESSEE

CERTIFIED NEXT DAY MAIL – February 20, 2013.
REGULAR MAIL – February 20, 2013.

Gallatin Fire Department

119 GFD Memorial Boulevard
Gallatin Tenn. 37066
615-452-2771
Fax 615-452-2543

To: City Attorney
From: Mark Parrish, Sr. Fire Inspector
Mark.parrish@gallatin-tn.gov
Date: February 21, 2013
Re: 332 North Wilmore

According to the 2006 IFC:
This residents is a R-2

1. IFC 903.2.7 An automatic sprinkler system installed in accordance with section 903.3 shall be provided through out all buildings with a Group R fire area.
2. IFC 907.2.9 R-2 A manual fire alarm system shall be installed in group R-2 occupancies where:
 1. Any dwelling unit or sleeping unit is located three or more stories above the lowest level of exit discharge.
 2. Any dwelling unit or sleeping unit is located more than one story below the highest level of exit discharge of exits serving the dwelling unit or sleeping unit.
- 3 IFC 907.2.10.1.2 Groups R-2 Single-or multiple-station smoke alarms shall be installed and maintained in Groups R-2 regardless of occupant load at all of the following locations:
 1. On the ceil or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
 2. In each room used for sleeping purposes.
 3. In each story within a dwelling unit, including basement but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels shall suffice for the adjacent lower level provide that the lower level is less the one full story below the upper level.

4. IFC Section 1023 Exterior exit ramps and stairways.

1023.6 Exterior ramps and stairways protection. Exterior exit ramps and stairways shall be separated from the interior of the building as required in section 1020.1. Openings shall be limited to those necessary for egress from normally occupied spaces.

5. IFC Section 1022 Horizontal Exits

1022.2 Horizontal exits shall be protected with a one hour fire wall.

6. IFC 315.2.4 Attic, under floor and concealed spaces protected by one hour rating or sprinklers.
7. NFPA 31.2.2.3 Stairs
Stairs shall comply with 7.2.2 shall be permitted.
8. NFPA*31.1 Requirements too existing apartments. This a table to go by for Existing Apartments.

These are the codes that were noted on a walk through.
All codes are NFPA 2006 and IFC 2006

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

February 26, 2013

DEPARTMENT: City Attorney

AGENDA #

SUBJECT:

332 North Wilmore - Dangerous Building

SUMMARY:

On February 5, 2013, the City's Senior Fire Inspector notified the property owner in writing that his multi-family structure was in violation of the City's Life Safety Code. The Fire Inspector indicated that the owner's response was that he would contact his attorney.

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes: