
**CITY OF GALLATIN
COUNCIL COMMITTEE MEETING**

February 26, 2013

6:00 pm

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

- Call to Order: Councilman Overton Presiding
- Roll Call: Vice Mayor Alexander – Brackenbury – Camp – Hayes – Kemp – Mayberry – Overton – Mayor Graves
- Approval of Minutes: February 12, 2013 Council Committee Meeting
- Public Recognition
- Mayor's Comments

AGENDA

1. MS4 Stormwater Permit Annual Report (**Nick Tuttle, Engineering**)
2. TDOT Required Consultant Selection Policy (**Nick Tuttle, Engineering**)
3. Active Transportation Capital Projects (**Nick Tuttle, Engineering**)
4. Davis Drive Traffic Calming (**Nick Tuttle, Engineering**)
5. Improvements at Long Hollow Golf Course (**David Brown, Leisure Services**)
6. Ordinance O1302-7 Rankin Branch Interceptor – Phase II (**David Gregory, Public Utilities**)
7. Brown's Tires (**Joe Thompson, City Attorney**)
8. Adopt Roadway Lighting Guide for the City of Gallatin (**Joe Thompson, City Attorney**)
9. 332 North Wilmore – Dangerous Building (**Joe Thompson, City Attorney**)
10. Appropriate funds for purchase of hardware and software to log and archive electronic communications (**Rachel Nichols, Finance/IT**)
11. Virtual Building Program (**James Fenton, EDA**)
12. Discussion of Budget Process (**Mayor Graves**)

- Other Business
- Department Head Reports
- Adjourn

City of Gallatin Council Committee Meeting

Tuesday, February 12, 2013
Dr. J. Deotha Malone Council Chambers
Gallatin City Hall

PRESENT:

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

ABSENT:

OTHERS PRESENT:

Rosemary Bates, Special Projects Director
Rachel Nichols, Finance/I.T. Director
Nick Tuttle, City Engineer
Ann Whiteside, Mayor's Office
Billy Crook, Fire Chief
Connie Kittrell, City Recorder
David Brown, Leisure Services Director
Gallatin Newspaper, Reporter

Don Bandy, Police Chief
Ronnie Stiles, Public Works Dir.
Dave Crawford, Personnel Off.
Jim Svoboda, Codes/Planning
David Gregory, Public Utilities Dir.
Joe Thompson, City Attorney
News Examiner, Reporter

Call to Order

Councilman Jimmy Overton called the meeting to order.

Approval of Minutes

Councilman Overton presented the minutes of the January 22, 2013 Council Committee Meeting for approval.

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

Public Recognition

Councilman Overton opened public recognition.

Gallatin Chamber of Commerce Director Paige Brown requested permission to serve alcohol on city property the night before the Chamber Golf Tournament at Long Hollow Golf Course Clubhouse on April 18th and the Taste of Gallatin event at Triple Creek Park on May 23rd.

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

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

Mayor's Comments

- "Mayor's Night In" will be Tuesday, February 19th from 4:30 until 6:00 with no appointment necessary
- Independent Film showing at the Gallatin Historic Palace Theater on February 22nd, Second Act and Young Lives

Agenda

1. 2012 Annual Audit Report

Finance/I.T. Director Rachel Nichols introduced John Whybrew of Alexander, Thompson and Arnold, PLLC. Mr. Whybrew highlighted some of the numbers of the City Audit Report and explained the three (3) findings. Mr. Whybrew reported that there was a clean opinion.

Ms. Nichols explained her plans for resolutions to the findings on the multiple software issue.

Mayor Graves stated she would send a memo to all department heads with instructions that they must sign-off on all time/attendance records.

Ms. Nichols continued with her plans for the other findings.

Councilman Mayberry directed the time/attendance issue be corrected.

2. Ordinance #O1301-1 amending the Zoning Ordinance of the City of Gallatin, Tennessee by amending property located at the intersection of Noah Lane and Chloe Drive

Councilwoman Brackenbury provided three (3) separate handouts to council concerning The Retreat at Fairvue and the Fairvue Plantation.

Councilwoman Brackenbury questioned creating an ordinance for the future that would require a developer that backs up to an existing subdivision and the value is more than 25% of the proposed subdivision, some type of protection for the existing subdivision. Councilwoman Brackenbury also questioned requiring a subdivision that has an access road around it to have a wall.

Mr. Jim Svoboda of the Codes/Planning Department stated he would be glad to study these questions and come back with options.

There was discussion on the effective berm in the Woodhaven subdivision and the closer distance of the proposed berm behind the residents along Potter Lane.

3. Ordinance appropriating GovDeals.com revenue

Police Chief Don Bandy requested \$26,157 be placed in his budget from the sale of eight (8) patrol vehicles to GovDeals.com.

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

4. MS4 Stormwater Permit Annual Report

City Engineer Nick Tuttle requested this item be deferred to the next Committee Meeting.

5. Blakemore Avenue Parking

City Engineer Nick Tuttle stated a contract has been signed with Williams Concrete and Holleman Construction with construction to begin next week.

Councilwoman Kemp asked about Winchester/Pardue and the difficulty of two vehicles passing at the same time. Ms. Kemp requested Mr. Tuttle check on this and report back to council.

There was discussion on the Housing Authority paying for the construction of the Blakemore issue.

Vice Mayor Alexander stated he had other plans for improvements to Blakemore Avenue. Mr. Alexander requested Mr. Tuttle report back with the cost to curb/gutter and place a sidewalk over the ditch on Blakemore.

Mayor Graves asked about putting this item on the paving list.

6. Drainage Program Update

City Engineer Nick Tuttle stated that at the January 15, 2013 Council Meeting, Ms. Brackenbury requested an updated project list from the entire May 2010 flood.

Mr. Tuttle passed out a detailed handout of location and the current status of all the drainage issues from the floods of May 2010 and lack of funds.

Council discussed.

7. Davis Drive Traffic Calming

City Engineer gave a history of the Davis Drive traffic calming issues and the results of the neighborhood survey. Mr. Tuttle stated the results of the survey showed there was not enough favorable response for the speed bumps or the three (3) way stops to be permanently installed, according to the City of Gallatin's Traffic Calming Guidelines.

Mr. Tuttle stated the Engineering Division recommends removing the three (3) way Stop Signs and returning the streets back to the original status.

Council continued to discuss and requested Mr. Tuttle bring this back to the next Committee Meeting.

8. Request from RCTenn for Slope Easement

City Engineer Nick Tuttle stated he is presenting this item for EDA Director, Jim Fenton.

Mr. Tuttle stated RCTenn is expanding their building and are requesting a slope easement on the adjoining property owned by the City.

Councilman Overton made motion to approve; Councilman Mayberry seconded.

There was discussion on any effects to the city property for future purposes.

Mr. Tuttle stated his engineering opinion is that it will be a minimal effect.

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

Mayor Graves stated Mr. Fenton has gone to be with his father who is very ill.

9. Resolution amending Personnel Rules - Requests to withdraw Sick Leave

Personnel Official Dave Crawford explained the current sick leave practices. Mr. Crawford requested a revision of the rule to allow employees to withdraw sick leave hours from the Sick Leave Bank to care for sick family members.

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

There was discussion on sick leave, short term disability and long term disability.

10. December Financial Reports

Finance/IT Director Rachel Nichols stated the December Financial Reports are included in the packets and asked for questions.

There was discussion on the reported sales tax.

11. Brown's Tires (f/k/a Oakley's Grocery)

City Attorney Joe Thompson explained the history of Brown's Tires, the state grant and city assistance to clear the property. Mr. Thompson stated the grant was \$100,000 and the city spent \$27,000 to aid in the clearing of the property and those amounts became liens applied to the property.

Mr. Thompson informed council that if the city was wished to acquire that property, the state would be interested in waiving a portion or the entire lien.

Discussion continued on purchasing this property, the appraised value being \$200,000+, and EPA testing.

Mayor Graves requested deferring any decision at this time.

12. Adopt Roadway Lighting Guide for the City of Gallatin

City Attorney Joe Thompson stated that from time to time the city will receive a request from a citizen for a street light to be installed. Mr. Thompson requested a comprehensive guide, a uniform standard or a case by case policy in order to determine the necessity of the requested lighting.

There was heavy discussion on this issue and the present requests.

Mayor Graves stated the city needs a comprehensive plan because there is a significant expense for street lights.

Council requested Mr. Thompson design a plan and present to council.

13. Appropriate Money for Decorative Light Base from Accident on April 22, 2012

City Attorney Joe Thompson explained that an unknown motorist damaged a decorative light base at North Water and East Broadway. The replacement cost is \$926.25.

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

14. Charter Changes

Councilman Overton suggested taking each amendment one by one.

• **Charter Amendment #1 - Term Limits**

City Attorney Joe Thompson explained the changes.

Councilman Overton reminded everyone of the required five (5) votes to make any changes to the charter.

Councilman Mayberry asked who requested this charter change on term limits.

Councilman Overton stated he requested this change.

Councilman Overton made motion to approve;

Councilman Hayes requested 2015 be inserted in the blank.

There was heavy discussion on this issue.

Councilman Mayberry called for the question.

Councilman Mayberry seconded. The vote was taken but the totals were uncertain.

Discussion continued.

City Recorder Connie Kittrell spoke against term limits.

Councilman Overton called for the vote. Councilman Overton voted aye; Councilman Mayberry, Councilwoman Kemp, Councilwoman Brackenbury, Councilman Camp, Councilman Hayes and Vice Mayor Alexander voted nay. Motion failed.

- **Charter Amendment #2 - Limitations on Dual Office Holding**

Mr. Thompson explained.

Councilman Overton stated he proposed this change.

Council discussed.

Councilman Hayes stated he was against this amendment.

Councilman Camp stated he was for being able to run and not resign your seat.

Mayor stated she had a problem with this amendment.

There was more discussion on the staggered elections, previous policies on elections, expenses/costs of elections, and districts.

Discussion ended with no vote.

- **Charter Amendment #3 - Residency Requirements**

City Engineer Nick Tuttle stated he proposed this amendment.

There was discussion on the boundaries.

Councilman Overton stated strike item #3.

- **Charter Amendment #4 - Rainy Day Fund**

Councilman Overton stated he proposed this amendment.

There was much discussion on several options for the rainy day fund.

Councilwoman Brackenbury made motion to set aside 20% of operating budget less capital, four (4) votes to put money in rainy day fund and five (5) votes to remove

money from rainy day fund. Councilman Hayes seconded. Motion carried with 7 ayes and 0 nays.

- **Charter Amendment #5 - Reorganization of Recorder's Office**

Councilman Overton stated he proposed this amendment.

Councilman Overton asked Ms. Kittrell her thoughts on the City Judge and this amendment.

Ms. Kittrell explained there is no state requirement that all Municipal Judges be an attorney.

There was discussion on this and no vote was taken.

- **Charter Amendment #6 - Creation of Director of Information Technology**

Councilman Overton stated he proposed this amendment.

Councilman Overton stated the city needs a full time IT Director.

Council discussed.

Councilwoman Kemp left the meeting at this time.

Ms. Nichols stated there are currently three (3) employees and an out-sourced third party vendor for network needs and consulting. Ms. Nichols stated the cost for the third party vendor is \$45,000 annually.

Mayor Graves spoke about the salaries of IT Directors taken from the MTAS salary survey and most of those salaries are close to \$100,000.

Council continued to discuss.

There was no vote taken.

- **Charter Amendment #7 - Termination of Officers**

Councilman Overton stated this is not his amendment proposal.

There was no discussion on this amendment.

- **Charter Amendment #8 - Requirement of Majority Vote for Elective Office**

Councilman Overton stated this is not his amendment proposal.

There was no discussion on this amendment.

- **Charter Amendment #9 - Elimination of At Large Council Districts**

Councilman Overton stated this is not his amendment proposal.

There was no discussion on this amendment.

- **Charter Amendment #10 - Provide Health Insurance Coverage for City Council Members**

Councilman Overton stated this is not his amendment proposal.

Vice Mayor Alexander stated he brought this up a long time ago but it was not passed.

There was no further discussion on this amendment.

- **Charter Amendment #11 - Conflict of Interest Prohibition**

Councilman Overton stated this is not his amendment proposal.

There was no discussion on this amendment.

15. Sidewalk Improvements On Foster Avenue between Methodist and Presbyterian Churches

Public Works Director Ronnie Stiles stated he is replacing the sidewalk.

Mayor Graves explained the sidewalk will be three (3) feet wide between the Methodist and Presbyterian Churches and six (6) feet wide along the playground at Smith Street. She stated the purpose of this is not to narrow the street between the churches.

Other Business

Councilman Overton invited everyone to the Chamber of Commerce Gala, March 8, 2013 at the Epic Center.

Department Head Reports

There were no department head reports.

Adjourn

With no further business to discuss, Councilman Overton adjourned the meeting.

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

February 26, 2013

DEPARTMENT: **Engineering**

AGENDA # **|**

SUBJECT:

MS4 STORMWATER PERMIT ANNUAL REPORT

SUMMARY:

Attached is the annual report for review, as required by TDEC.

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

City of Gallatin Engineering Division Memorandum

To : Mayor Jo Ann Graves, Gallatin City Council
From : Engineering Division
Date : February 7, 2013
Subject : TDEC MS4 Permit Annual Report

Attached is the City's MS4 Stormwater Permit Annual Report for review, as required by TDEC. While the City still has work to do to become fully compliant with its permit, the report does indicate progress in accomplishing this. TDEC has indicated it will be auditing the City's stormwater program in the near future, which should give a more definitive evaluation of the City's compliance.

The City has expanded its public education and outreach program with the design of its new website, and has had success with its public participation program with work involvement in a rain garden grant project with R.T. Fisher Elementary, Volunteer State Community College stream monitoring, and various stream buffer tree planting projects in association with the Tennessee Environmental Council.

The City's Construction Site Stormwater Runoff Control program continues to be effective, and is continually being tweaked to make compliance by the development/construction community easier, while still ensuring understanding and fulfillment of the City's and State's requirements for erosion prevention and sediment control.

The City has begun drafting of its Stormwater BMP manual. This manual, along with updated Subdivision Regulations and Stormwater Ordinance, will be used to address MS4 Permit requirements regarding the use of "Green or Low-Impact" infrastructure that must be implemented by January 2015.

The report also gives updates on other facets of the program including the Illicit Discharge Detection and Elimination Program and Pollution Prevention/Good Housekeeping for Municipal Operations Program. Please feel free to contact the Engineering Division for further information on the City's Stormwater Program and what it is doing to become compliant with its MS4 Stormwater Permit.



Tennessee Department of Environment and Conservation
 Division of Water Pollution Control
 Enforcement and Compliance Section
 L&C Annex, 6th Floor, 401 Church Street
 Nashville, TN 37243
 (615) 532-0625

Small Municipal Separate Storm Sewer System (MS4) Annual Report

1. MS4 INFORMATION

City of Gallatin
 Name of MS4

Zach Wilkinson
 Name of Contact Person

615-451-5965
 Telephone (including area code)

132 W Main Street Room 204
 Mailing Address

Gallatin TN 37066
 City State ZIP code

What is the current population of your MS4? 30,278 (Population in 2010)

What is the reporting period for this annual report? From July 1, 2011 to June 30, 2012

2. PROTECTION OF STATE OR FEDERALLY LISTED SPECIES

A. Are any of the MS4 discharges or discharge-related activities likely to jeopardize any state or federally listed species (Part 3, Special Conditions, General Permit for Phase II MS4s) Yes No

B. Please attach the determination of the effect of the MS4 discharges on state or federally listed species per sub-part 3.2.1

3. WATER QUALITY PRIORITIES

A. Does your MS4 discharge to waters listed as impaired on the state 303(d) list? Yes No

B. If yes, identify each impaired water, the impairment cause(s), whether a TMDL has been approved by EPA for each, and whether the TMDL identifies your MS4 as a source of the impairment.

Waterbody I.D. #	Cause/TMDL Priority	Approved TMDL	MS4 Assigned to WLA
Rankin Branch	Alteration of stream-side or littoral vegetation	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Total Phosphorus		
	Escherichia coli		
Town Creek	Loss of biological integrity due to siltation	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Other Anthropogenic Habitat Alterations		
Unnamed Trib To Old Hickory Reservoir	Nutrients	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Loss of biological integrity due to siltation		

C. What specific sources of these pollutants of concern are you targeting? Discharges from MS4 area, specifically Siltation.

Small Municipal Separate Storm Sewer System (MS4) Annual Report

- D. Do you have discharges to any Exceptional TN Waters (ETWs) or Outstanding National Resource Waters (ONRWs)? Yes No
- E. Are you implementing additional specific provisions to ensure the continued integrity of ETWs or ONRWS located within your jurisdiction? Yes No

4. PUBLIC EDUCATION AND PUBLIC PARTICIPATION

- A. Is your public education program targeting specific pollutants and sources of those pollutants? Yes No

B. If yes, what are the specific causes, sources and/or pollutants addressed by your public education program? The cause of much of stormwater contamination is the general public, commercial business, and construction industry's lack of knowledge of the impacts of illicit discharges on the storm sewer system. For the general public, petroleum products, washing/cleaning products, and fertilizers are specifically addressed. For commercial business's, dumpster maintenance, parking lot maintenance, and efficient irrigation techniques are addressed. Erosion and sediment control is specifically addressed with the construction industry.

- C. Note specific successful outcome(s) (NOT tasks, events, publications) fully or partially attributable to your public education program during this reporting period. School has constructed rain gardens to address water quality issues. Greater awareness by the general public and business community on the affects of illicit discharges. Construction industry is more aware of their impacts on stormwater and ways to better prevent sedimentation issues. Vol State is working on incorporating analytical and non-analytical monitoring of 303D list streams, based on TDEC protocol, into it's curriculum.

- D. Do you have an advisory committee or other body comprised of the public and other stakeholders that provides regular input on your stormwater program? Yes No

- E. Provide a summary of all public meetings required by the permit. Annual meeting with the building/development/political community to discuss and outline upcoming changes/requirements of the new MS4 Permit. Public Hearing with City Council and Planning Commission to discuss annual report

5. CODES AND ORDINANCES REVIEW AND UPDATE

- A. Is a completed copy of the EPA Water Quality Scorecard submitted with this report? Yes No

B. Include status of implementation of code, ordinance and/or policy revisions associated with permanent stormwater management. Stormwater Ordinance and Subdivision Regulations are in the process of being re-written. City has contracted firm to produce Post Construction BMP manual and Water Quality Design Criteria. Planning Commission is disussing maximum parking regulations. City was awarded TVA grant, which includes outside consultation and review of all codes and ordinances, as well as advisement on how to implement LID practices.

6. CONSTRUCTION

- A. Do you have an ordinance or adopted policies stipulating:
- | | | |
|--|---|-----------------------------|
| Erosion and sediment control requirements? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Other construction waste control requirements? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Requirement to submit construction plans for review? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| MS4 enforcement authority? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

- B. How many active construction sites disturbing at least one acre were there in your jurisdiction this reporting period? 21

- C. How many of these active sites did you inspect this reporting period? 21

- D. On average, how many times each, or with what frequency, were these sites inspected (e.g., weekly, monthly, etc.)? monthly

- E. Do you prioritize certain construction sites for more frequent inspections? Yes No
If Yes, based on what criteria? Proximity to streams, previous experience with contractor/builder.

7. ILLICIT DISCHARGE ELIMINATION

- A. Have you completed a map of all outfalls and receiving waters of your storm sewer system? Yes No

- B. Have you completed a map of all storm drain pipes of storm sewer system? Yes No

Small Municipal Separate Storm Sewer System (MS4) Annual Report

- C. How many outfalls have you identified in your system? 45
- D. How many of these outfalls have been screened for dry weather discharges? 45
- E. How many of these have been screened more than once? 45
- F. What is your frequency for screening outfalls for illicit discharges? Goal is annually
- G. Do you have an ordinance that effectively prohibits illicit discharges? Yes No
- H. During this reporting period, how many illicit discharges/illegal connections have you discovered (or been reported to you)? 6 (Plus an additional 7 septic system eliminations and replacement of pump station that had history of overflows. Pipe bursting projects have also been ongoing.)
- I. Of those illicit discharges/illegal connections that have been discovered or reported, how many have been eliminated? 6
- 8. STORMWATER MANAGEMENT FOR MUNICIPAL OPERATIONS**
- A. Have stormwater pollution prevention plans (or an equivalent plan) been developed for:
- | | | |
|---|------------------------------|--|
| All parks, ball fields and other recreational facilities | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| All municipal turf grass/landscape management activities | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| All municipal vehicle fueling, operation and maintenance activities | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| All municipal maintenance yards | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| All municipal waste handling and disposal areas | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
- B. Are stormwater inspections conducted at these facilities? Yes No
1. If Yes, at what frequency are inspections conducted? In response to complaints
- C. Have standard operating procedures or BMPs been developed for all MS4 field activities? (e.g., road repairs, catch basin cleaning, landscape management, etc.) Yes No
- D. Do you have a prioritization system for storm sewer system and permanent BMP inspections? Yes No
- E. On average, how frequently are catch basins and other inline treatment systems inspected? Monthly
- F. On average, how frequently are catch basins and other inline treatment systems cleaned out/maintained? As needed based on inspections
- G. Do municipal employees in all relevant positions and departments receive comprehensive training on stormwater management? Yes No
- H. If yes, do you also provide regular updates and refreshers? Yes No
- If so, how frequently and/or under what circumstances? Annually. In the past the Cumberland River Compact (CRC) has been used. Due to changes in CRC personnel, we are behind for this year, but intend to catch up with refresher courses.
- 9. PERMANENT STORMWATER CONTROLS**
- A. Do you have an ordinance or other mechanism to require:
- | | | |
|---|---|--|
| Site plan reviews of all new and re-development projects? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Maintenance of stormwater management controls? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Retrofitting of existing BMPs with green infrastructure BMPs? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
- B. What is the threshold for new/redevelopment stormwater plan review? (e.g., all projects, projects disturbing greater than one acre, etc.) Any project that requires Planning Commission approval, requires TDEC NOC or ARAP, or is adjacent to a 303D list stream.
- C. Have you implemented and enforced performance standards for permanent stormwater controls? Yes No
- D. Do these performance standards go beyond the requirements found in paragraph 4.2.5.2 and require that pre-development hydrology be met for:
- | | | |
|--------------|------------------------------|--|
| Flow volumes | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|--------------|------------------------------|--|

Small Municipal Separate Storm Sewer System (MS4) Annual Report

- Peak discharge rates Yes No
- Discharge frequency Yes No
- Flow duration Yes No

E. Please provide the URL/reference where all permanent stormwater management standards can be found.

<http://www.gallatin-in.gov/engineering/gallatin-storm-water-ordinance.pdf> and <http://www.gallatin-in.gov/engineering/subdivision-regulations-amended-04-26-10.pdf>

F. How many development and redevelopment project plans were reviewed for this reporting period? 31

G. How many development and redevelopment project plans were approved? 31

H. How many permanent stormwater management practices/facilities were inspected? 6

I. How many were found to have inadequate maintenance? 3

J. Of those, how many were notified and remedied within 30 days? (If window is different than 30 days, please specify) 3

K. How many enforcement actions were taken that address inadequate maintenance? 0

L. Do you use an electronic tool (e.g., GIS, database, spreadsheet) to track post-construction BMPs, inspections and maintenance? Yes No

M. Do all municipal departments and/or staff (as relevant) have access to this tracking system? Yes No

N. Has the MS4 developed a program to allow for incentive standards for redeveloped sites? Yes No

O. How many maintenance agreements has the MS4 approved during the reporting period? 2

10. ENFORCEMENT

A. Identify which of the following types of enforcement actions you used during the reporting period, indicate the number of actions, the minimum measure (e.g., construction, illicit discharge, permanent stormwater control) or note those for which you do not have authority:

Action	Construction	Permanent Stormwater Controls	Illicit Discharge	Authority?
Notice of violation	<u>#6</u>	<u>#0</u>	<u>#0</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Administrative fines	<u>#N/A</u>	<u>#N/A</u>	<u>#N/A</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Stop Work Orders	<u>#0</u>	<u>#1</u>	<u>#0</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Civil penalties	<u>#0</u>	<u>#0</u>	<u>#0</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Criminal actions	<u>#N/A</u>	<u>#N/A</u>	<u>#N/A</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Administrative orders	<u>#N/A</u>	<u>#N/A</u>	<u>#N/A</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Other <u>N/A</u>	<u>#N/A</u>	<u>#N/A</u>	<u>#N/A</u>	

B. Do you use an electronic tool (e.g., GIS, data base, spreadsheet) to track the locations, inspection results, and enforcement actions in your jurisdiction? Yes No

C. What are the 3 most common types of violations documented during this reporting period? Inadequate EPSC measures and Improper paperwork/inspections on-site.

11. PROGRAM RESOURCES

A. What was your annual expenditure to implement the requirements of your MS4 NPDES permit and SWMP this past reporting period? \$67,000 (personel salaries)

B. What is next year's budget for implementing the requirements of your MS4 NPDES permit and SWMP? 70,000 (personel salaries)

C. Do you have an independent financing mechanism for your stormwater program? Yes No

Small Municipal Separate Storm Sewer System (MS4) Annual Report

- D. If so, what is it/are they (e.g., stormwater fees), and what is the annual revenue derived from this mechanism?
 Source: N/A Amount \$N/A
 Source: N/A Amount \$N/A
- E. How many full time employees does your municipality devote to the stormwater program (specifically for implementing the stormwater program vs. municipal employees with other primary responsibilities that dovetail with stormwater issues)? 0
- F. Do you share program implementation responsibilities with any other entities? Yes No

Entity	Activity/Task/Responsibility	Your Oversight/Accountability Mechanism
Gallatin Public Works	Roadway and Storm System maintenance. SWPPP is in the process of being developed. Once completed GPW will be responsible to meet all items outlined in SWPPP.	Engineering Division Staff
Gallatin Public Utilities	Sewer overflow inspection/enforcement/cleanup. SWPPP is in the process of being developed. Once completed GPU will be responsible to meet all items outlined in SWPPP.	Engineering Division Staff
Gallatin Leisure Services	Facilitates some public outreach and education activities. SWPPP is in the process of being developed. Once completed GLS will be responsible to meet all items outlined in SWPPP.	Engineering Division Staff
Gallatin Fire Department	Illicit spill response/cleanup/enforcement	Engineering Division Staff

12. EVALUATING/MEASURING PROGRESS

- A. What indicators do you use to evaluate the overall effectiveness of your Stormwater Management Program, how long have you been tracking them, and at what frequency? Note that these are not measurable goals for individual BMPs or tasks, but large-scale or long-term metrics for the overall program, such as in-stream macroinvertebrate community indices, measures of effective impervious cover in the watershed, indicators of in-stream hydrologic stability, etc.

Indicator	Began Tracking (year)	Frequency	Number of Locations
Example: E. coli	2003	Weekly April-September	20

- B. Provide a summary of data (e.g., water quality information, performance data, modeling) collected in order to evaluate the performance of permanent stormwater controls installed throughout the system. This evaluation may include a comparison of current and past permanent stormwater control practices. N/A

13. STORMWATER MANAGEMENT PROGRAM UPDATE

- A. Describe any changes to the MS4 program during the reporting period including but not limited to:
- Changes adding (but not subtracting or replacing) components, controls or other requirements per paragraph 4.4.2.a of the permit. See Attachment B
 - Changes to replace an ineffective or unfeasible BMP per paragraph 4.4.2.b of the permit. See Attachment B
 - Information (e.g. additional acreage, outfalls, BMPs) on program area expansion based on annexation or newly urbanized areas. City annexed 215.27 acres
 - Changes to the program as required by the division. N/A

Small Municipal Separate Storm Sewer System (MS4) Annual Report

14. CERTIFICATION

This report must be signed by a ranking elected official or by a duly authorized representative of that person. See signatory requirements in sub-part 6.7.2 of the permit.

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

JO ANN GRAVES, Mayor
Printed Name and Title

[Handwritten Signature]
Signature

9/12/12
Date

Annual reports must be submitted in accordance with the requirements of subpart 5.4. (Reporting) of the permit. Annual reports must be submitted to the appropriate Environmental Field Office (EFO) by September 30 of each calendar year, as shown in the table below:

EFO	Street Address	City	Zip Code	Telephone
Chattanooga	540 McCallie Avenue STE 550	Chattanooga	37402	(423) 634-5745
Columbia	1421 Hampshire Pike	Columbia	38401	(931) 380-3371
Cookeville	1221 South Willow Ave.	Cookeville	38506	(931) 432-4015
Jackson	1625 Hollywood Drive	Jackson	38305	(731) 512-1300
Johnson City	2305 Silverdale Road	Johnson City	37601	(423) 854-5400
Knoxville	3711 Middlebrook Pike	Knoxville	37921	(865) 594-6035
Memphis	8383 Wolf Lake Drive	Bartlett	38133	(901) 371-3000
Nashville	711 R S Gass Boulevard	Nashville	37216	(615) 687-7000

Attachment B

MS4 Program Changes

Additions:

As the City's Public Information and Education (PIE) plan has developed the following BMP's have been added:

- Involvement with the Tennessee Environmental Council (TEC) implementing and coordinating grant activities such as tree planting and green infrastructure projects.
- Helping R.T. Fisher Elementary with a TAPESTRY grant from Toyota for water quality improvements. The City assisted in the design, education, and construction of 3 rain gardens and 2 rain barrels on campus.
- Assisting Volunteer State Community College (VSCC) with water quality program activities funded by a grant from the National Science Foundation's Course, Curriculum, and Laboratory Improvement Initiative (NSF-CCLI) grant

Replacements/Revisions:

BMP	Change	Reasoning
1B	Revised number of Hotspots to be inspected annually from 50 to 20.	With current personnel, 50 inspections annually is infeasible.
2A	Modified method of mapping newly platted stormwater infrastructure in Outfall Mapping and Inspection SOP.	Time required for previous method proved infeasible. New method will allow access to same data.
2B	Draft will not be finalized until Storm Water Ordinance is revamped.	Many measures are dependent on Storm Water Ordinance.
2C	Revised to coincide with BMP 1B.	Previous schedules for BMP's 1B and 2C should have coincided.
2E	Actual monitoring schedule has been consolidated into a two year schedule.	Budget wise, it makes more sense to perform monitoring all at once.
2F	Actual monitoring schedule has been consolidated into a two year schedule.	Budget wise, it makes more sense to perform monitoring all at once.
3A	Waiting on completion of Storm Water Ordinance revamp.	More efficient to make all ordinance changes at the same time.
3B	GIS implementation has been pushed to Milestone Year 3.	Still finalizing current database workflow.
4A	Waiting on completion of Storm Water Ordinance revamp.	More efficient to make all ordinance changes at the same time.
5A	Training was not held this year. The intent is to still have training annually.	Cumberland River Compact personnel turnover.
5B	SWPPP for GPW and GPU has been delayed until completion of improvements to facilities.	Because current facilities are under major renovations, work flows will be changing significantly.

Category	Type	Scientific Name	Common Name	Global Rank	Rare Status	Field Status	SL Status	Habitat	State Rank
Summer	Vertebrate Animal	<i>Archia ibis</i>	Great Egret	G5	4%	4%	D	Marshes, swampy woods, streams, lakes, and ponds also fields and meadows; colonial nesting.	51B, 53N
Summer	Vertebrate Animal	<i>Halieetus leucophaea</i>	Gull-billed Tattler	G5	4%	4%	D	Marshes, swamps, wetlands, and ponds in open country; also in wetland, seasonal wetlands, and coastal wetlands.	53
Summer	Vertebrate Animal	<i>Thryomanes bewickii</i>	Bewick's Wren	G5	4%	4%	E	Marshes, swamps, wetlands, and ponds in open country; also in wetland, seasonal wetlands, and coastal wetlands.	51
Summer	Vertebrate Animal	<i>Trachinotus striatoides</i>	Black-necked Stilt	G2	4%	4%	D	Large areas with quiet or gently flowing pools with scattered sediments & undercut banks.	52
Summer	Vertebrate Animal	<i>Tyrichthys subterminatus</i>	Southern Crowsfoot	G3G4	4%	4%	D	Fast-flowing streams, large rivers, and water supply wells; reported from all basins.	53
Summer	Vertebrate Animal	<i>Myotis grisescens</i>	Gray Myotis	G3	4%	4%	I	Open grassy fields; often abundant in thick vegetation near water bodies statewide.	52
Summer	Vertebrate Animal	<i>Zapus ludovicianus</i>	Kentucky Jumping Mouse	G5	4%	4%	D	Open grassy fields; often abundant in thick vegetation near water bodies statewide.	54
Summer	Other (Ecological)	<i>Heron rookery</i>	Heron Rookery	GNR	4%	4%	D	Open grassy fields; often abundant in thick vegetation near water bodies statewide.	54

Zach Wilkinson

From: Rob Todd [Rob.Todd@tn.gov]
Sent: Thursday, September 27, 2012 12:51 PM
To: Zach Wilkinson
Subject: RE: Endangered Species

Zach:

As I stated in my email to you on September 17, 2012, it is our opinion that the current MS4 permitted stormwater discharges, allowable non-stormwater discharges, or discharge related activities are not likely to jeopardize the continued existence of any state listed species under our authority or result in the adverse modification or destruction of habitat that is designated as critical under the Endangered Species Act.

Robert Todd
Fish & Wildlife Environmentalist
Tennessee Wildlife Resources Agency
Ellington Agricultural Center
P.O. Box 40747
Nashville, TN 37204
Office: 615-781-6572
Cell: 931-881-8240
Fax: 615-781-6667
Email: rob.todd@tn.gov

-----Original Message-----

From: Zach Wilkinson [<mailto:zach.wilkinson@gallatin-tn.gov>]
Sent: Thursday, September 27, 2012 8:07 AM
To: Rob Todd
Subject: RE: Endangered Species

When do you think you will have a chance to evaluate this?

Zach Wilkinson, PE, PLS, CPESC
Project Manager II

-----Original Message-----

From: Zach Wilkinson
Sent: Monday, September 17, 2012 12:12 PM
To: 'Rob Todd'
Subject: RE: Endangered Species

Rob,

Attached is a list of the species that could possibly be in Gallatin's MS4 area. The boxed species, are the ones that I identified being located in our watershed and county.

Could you please evaluate whether our MS4's permitted stormwater discharges, allowable non-stormwater discharges, or discharge related activities are likely to jeopardize the continued existence of any state or federally listed species or result in the adverse modification or destruction of habitat that is designated as critical under the ESA.

Thank you for your assistance.

Zach Wilkinson, PE, PLS, CPESC

Project Manager II

-----Original Message-----

From: Rob Todd [<mailto:Rob.Todd@tn.gov>]
Sent: Wednesday, August 31, 2011 9:36 AM
To: Zach Wilkinson
Subject: Re: Endangered Species

Zach:

I would add the state endangered lake sturgeon (*Acipenser fulvescens*) to your list. This species was collected by a commercial fisherman in the Cumberland River at the mouth of Station Camp Creek in 2001 and we have initiated a population re-establishment program by the re-introduction of the lake sturgeon in Old Hickory Reservoir.

It is our opinion that the current MS4 permitted stormwater discharges, allowable non-stormwater discharges, or discharge related activities are not likely to jeopardize the continued existence of any state listed species under our authority or result in the adverse modification or destruction of habitat that is designated as critical under the Endangered Species Act.

Let me know if you need anything else from me on this.

Robert M. Todd
Tennessee Wildlife Resources Agency
Environmental Services Division
Ellington Agricultural Center
P.O. Box 40747
Nashville, TN 37204
Phone: 615-781-6572
Fax: 615-781-6667
E-mail address: Rob.Todd@tn.us

>>> Zach Wilkinson <zach.wilkinson@gallatin-tn.gov> 8/30/2011 8:13 AM >>>
Rob,

Attached is a list of the species that could possibly be in Gallatin's MS4 area. The boxed species, are the ones that I identified being located in our watershed and county.

Could you please evaluate whether our MS4's permitted stormwater discharges, allowable non-stormwater discharges, or discharge related activities are likely to jeopardize the continued existence of any state or federally listed species or result in the adverse modification or destruction of habitat that is designated as critical under the ESA.

Thank you for your assistance.

Zach Wilkinson, RLS, CPESC
Project Manager I
City of Gallatin
www.gallatinonthemove.com
O: (615)-451-5965
F: (615)-452-0348

*** FINAL DETERMINATION WILL BE SENT
ONCE RECEIVED.**

Zach Wilkinson

From: Sandra_Silvey@fws.gov
Sent: Friday, September 28, 2012 6:53 AM
To: Zach Wilkinson
Subject: RE: Endangered Species

Mr. Wilkinson,

I received a response from Steve Alexander this morning regarding your MS4 proposal. He does not think there will be any issues, but at this time he is unable to completely review the project. He does not have access to our GIS database at this time. I expect Steve to return to the office sometime next week and a letter will be forthcoming.

Sandra J. Silvey
U.S. Fish and Wildlife Service
Ecological Services
446 Neal Street
Cookeville, Tennessee 38501
931/525-4970
931/528-7075 fax

▼ Zach Wilkinson <zach.wilkinson@gallatin-tn.gov>

Zach Wilkinson
<zach.wilkinson@gallatin-tn.gov>

To "sandra_silvey@fws.gov" <sandra_silvey@fws.gov>

cc

09/27/2012 08:07 AM

SubjectRE: Endangered Species

When do you think your evaluation will be completed?

Zach Wilkinson, PE, PLS, CPESC
Project Manager II

From: Zach Wilkinson
Sent: Monday, September 17, 2012 1:33 PM
To: 'sandra_silvey@fws.gov'
Cc: Zach Wilkinson
Subject: Endangered Species

Attached is a list of the species that could possibly be in Gallatin's MS4 area.

Could you please evaluate whether our MS4's permitted stormwater discharges, allowable non-stormwater discharges, or discharge related activities are likely to jeopardize the continued existence of any state or federally listed species or result in the adverse modification or



United States Department of the Interior

FISH AND WILDLIFE SERVICE
446 Neal Street
Cookeville, TN 38501

October 1, 2012

Mr. Zach Wilkinson
Project Manager II
City of Gallatin
132 West Main Street
Gallatin, Tennessee 37066

Re: FWS #12-CPA-0867

Dear Mr. Wilkinson:

Thank you for your e-mail received September 17, 2012, regarding compliance with the Tennessee Department of Environment and Conservation (TDEC) Notice of Coverage annual reporting requirements for the City of Gallatin's MS4 permit (TNS0775341) stormwater management program in Sumner County, Tennessee. U.S. Fish and Wildlife Service (Service) personnel have reviewed your request for technical assistance and offer the following comments.

Review of our endangered species database indicates that no federally listed or proposed endangered or threatened species occur within the jurisdictional boundaries of the City of Gallatin's stormwater management program. In view of this, we believe that adverse effects to federally listed species from activities carried out under that program are not anticipated.

The Service has been actively working with TDEC regarding minimum information and data needs for assessing the efficacy of the various components of a municipality's stormwater management program and the specific annual reporting requirements related to endangered species act compliance within MS4 permits. Relevant information and data utilized for those assessments could include, but are not limited, to the following:

- A synopsis of current regulations in place pertaining to stream buffer zones, pollution control plans for developments, fees and construction inspections, etc.
- A simple tabular matrix that outlines the number of inspections conducted, number of corrective actions taken, and number/type of corrective actions implemented for the reporting period
- An inventory of the number of discharges within your jurisdictional boundaries with relevant assessment/survey data, and
- Spatial data (e.g., location/acreage/other attributes) of development sites generated by the public works department utilized in your stormwater management program.

We expect that TDEC will issue final guidance to permittees in the near future.

Thank you for the opportunity to comment. If you have any questions, please contact Steve Alexander of my staff at 931/528-6481, ext. 210, or via e-mail at steven_alexander@fws.gov.

Sincerely,



Acting for Mary E. Jennings
Field Supervisor

xc: Robert Karesh, TDEC, Nashville, TN
Karina Bynum, TDEC, Cookeville, TN

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

February 22, 2012

DEPARTMENT: Engineering

AGENDA # 2

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 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 26, 2013

DEPARTMENT: **Engineering**

AGENDA # 3

SUBJECT:

Active Transportation Capital Projects

SUMMARY:

Please see attached list of active transportation capital projects, as requested by Councilman Overton.

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

Active (funds being spent) Transportation Capital Projects:

- Airport Road relocation
 - State managed
 - Survey/design (ROW complications); construction Oct. 2013
 - SIA – State funds
- Airport Road RR Crossing
 - City managed
 - Survey/design to begin soon; construction late spring 2013
 - City funded through the General Fund
- Albert Gallatin Avenue extension to SR-109 (Phase 1)
 - City (LP) up to ROW; State ROW, Utility Coordination, Construction
 - Finalizing ROW plans; construction spring 2014
 - MPO TIP – 80/20 Federal/local
- West Broadway Avenue (US-31E) / Red River Road (SR-25)
 - State managed
 - Finalized ROW plans; construction Feb. 2014
 - MPO TIP – Federal /local (handicap ramps construction and overruns)
- Downtown Streetscape Phase 3 (S Water)
 - City (LP) managed
 - Survey/design; construction late spring 2013
 - Enhancement Grant – 80/20 Federal/local
- Gateway Drive extension (Industrial Center expansion)
 - City (LP) managed
 - Construction to be completed by summer 2013
 - SIA – State funds
- Gateway Drive rehabilitation
 - City managed
 - Construction to coincide extension
 - City funded through the General Fund
- GreenLea Boulevard extension to Long Hollow Pike (SR-174)
 - State managed
 - Survey/design; ROW spring 2013; Construction 2014
 - LIC – 50/50 State/local funds
- East Park Ave Resurface and Curb Construction
 - City managed
 - Construction schedule to follow GPU
 - City funded through the General Fund
- North Water Avenue rehabilitation
 - City managed
 - Construction to be completed by spring 2013
 - City funded through the General Fund
- South Water Avenue (SR-109) Cumberland bridge replacement
 - State managed
 - Construction underway – to be completed in 2013
 - State funds
- South Water Avenue (SR-109) widening & Drivers Lane Relocation
 - State managed
 - Finalizing ROW plans; earliest possible let to construction fall 2014
 - State funds

Other "Projects" w/expenses:

- Stormwater (MS4) program
- Sub Regs revisions
- Drainage improvements program
- Pavement rehabilitation program
- Greenway construction

Shading indicates no City funds involved

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

February 26, 2013

DEPARTMENT: **Engineering**

AGENDA # **4**

SUBJECT:

Davis Drive Traffic Calming

SUMMARY:

Council requested this item be placed on the agenda for further discussion.

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

February 26, 2013

DEPARTMENT: **Leisure Services**

AGENDA # 5

SUBJECT:

Discussion about Improvements at Long Hollow Golf Course

SUMMARY:

To discuss improvements at Long Hollow Golf Course

RECOMMENDATION:

Approval

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

**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

**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:

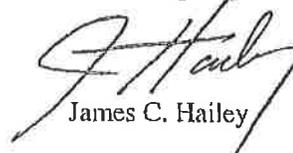
On February 12, 2013 bids were received for the above-referenced project. A tabulation of bids is attached displaying the bids for each contractor for Contract 112.

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	\$ 58,666.95
TOTAL ESTIMATED PROJECT COST.	<u>\$ 1,520,000.00</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 CULLMAN
 CONTRACT 112 - Rankin Branch Sewer Interceptor - Phase II
 BID DATE: 02/01/13
 ICB PROJECT NO: 11214

JAMES C. HALEY & COMPANY
 Consulting Engineers
 7508 Hwy 70, Sta. 100
 Nashville, TN 37214

BID ITEM NO.	QUANTITY	UNIT	DESCRIPTION	BID BOND PRICE	BID BOND TOTAL	BID BOND UNIT PRICE	BID BOND AMOUNT													
1	49	L.F.	FLUSH & INSTALL 8" PVC SEWER PIPE @ 6'-0" DEEP	75.00	3,675.00	75.00	3,675.00	75.00	3,675.00	75.00	3,675.00	75.00	3,675.00	75.00	3,675.00	75.00	3,675.00	75.00	3,675.00	
2	172	L.F.	FLUSH & INSTALL 8" PVC SEWER PIPE @ 6'-0" DEEP	75.00	12,900.00	75.00	12,900.00	75.00	12,900.00	75.00	12,900.00	75.00	12,900.00	75.00	12,900.00	75.00	12,900.00	75.00	12,900.00	
3	56	L.F.	FLUSH & INSTALL 8" PVC SEWER PIPE @ 6'-0" DEEP	75.00	4,200.00	75.00	4,200.00	75.00	4,200.00	75.00	4,200.00	75.00	4,200.00	75.00	4,200.00	75.00	4,200.00	75.00	4,200.00	
4	24	L.F.	FLUSH & INSTALL 8" PVC SEWER PIPE @ 6'-0" DEEP	75.00	1,800.00	75.00	1,800.00	75.00	1,800.00	75.00	1,800.00	75.00	1,800.00	75.00	1,800.00	75.00	1,800.00	75.00	1,800.00	
5	72	L.F.	FLUSH & INSTALL 8" PVC SEWER PIPE @ 6'-0" DEEP	75.00	5,400.00	75.00	5,400.00	75.00	5,400.00	75.00	5,400.00	75.00	5,400.00	75.00	5,400.00	75.00	5,400.00	75.00	5,400.00	
6	309.22	L.F.	FLUSH & INSTALL 8" PVC SEWER PIPE @ 6'-0" DEEP	103.00	31,641.46	103.00	31,641.46	103.00	31,641.46	103.00	31,641.46	103.00	31,641.46	103.00	31,641.46	103.00	31,641.46	103.00	31,641.46	
7	1,471.50	L.F.	FLUSH & INSTALL 8" PVC SEWER PIPE @ 6'-0" DEEP	103.00	151,544.50	103.00	151,544.50	103.00	151,544.50	103.00	151,544.50	103.00	151,544.50	103.00	151,544.50	103.00	151,544.50	103.00	151,544.50	
8	1,555.70	L.F.	FLUSH & INSTALL 8" PVC SEWER PIPE @ 6'-0" DEEP	103.00	160,226.10	103.00	160,226.10	103.00	160,226.10	103.00	160,226.10	103.00	160,226.10	103.00	160,226.10	103.00	160,226.10	103.00	160,226.10	
9	978.04	L.F.	FLUSH & INSTALL 8" PVC SEWER PIPE @ 6'-0" DEEP	103.00	100,738.12	103.00	100,738.12	103.00	100,738.12	103.00	100,738.12	103.00	100,738.12	103.00	100,738.12	103.00	100,738.12	103.00	100,738.12	
10	273.59	L.F.	FLUSH & INSTALL 8" PVC SEWER PIPE @ 6'-0" DEEP	103.00	28,181.47	103.00	28,181.47	103.00	28,181.47	103.00	28,181.47	103.00	28,181.47	103.00	28,181.47	103.00	28,181.47	103.00	28,181.47	
11	20	L.F.	FLUSH & INSTALL 8" PVC SEWER PIPE @ 6'-0" DEEP	103.00	2,060.00	103.00	2,060.00	103.00	2,060.00	103.00	2,060.00	103.00	2,060.00	103.00	2,060.00	103.00	2,060.00	103.00	2,060.00	
12	20	L.F.	FLUSH & INSTALL 8" PVC SEWER PIPE @ 6'-0" DEEP	103.00	2,060.00	103.00	2,060.00	103.00	2,060.00	103.00	2,060.00	103.00	2,060.00	103.00	2,060.00	103.00	2,060.00	103.00	2,060.00	
13	20	L.F.	FLUSH & INSTALL 8" PVC SEWER PIPE @ 6'-0" DEEP	103.00	2,060.00	103.00	2,060.00	103.00	2,060.00	103.00	2,060.00	103.00	2,060.00	103.00	2,060.00	103.00	2,060.00	103.00	2,060.00	
14	133.5	L.F.	FLUSH & INSTALL 8" PVC SEWER PIPE @ 6'-0" DEEP	103.00	13,750.50	103.00	13,750.50	103.00	13,750.50	103.00	13,750.50	103.00	13,750.50	103.00	13,750.50	103.00	13,750.50	103.00	13,750.50	
15	1	L.F.	FLUSH & INSTALL 8" PVC SEWER PIPE @ 6'-0" DEEP	3,900.00	3,900.00	3,900.00	3,900.00	3,900.00	3,900.00	3,900.00	3,900.00	3,900.00	3,900.00	3,900.00	3,900.00	3,900.00	3,900.00	3,900.00	3,900.00	
16	9	L.F.	FLUSH & INSTALL 8" PVC SEWER PIPE @ 6'-0" DEEP	3,900.00	35,100.00	3,900.00	35,100.00	3,900.00	35,100.00	3,900.00	35,100.00	3,900.00	35,100.00	3,900.00	35,100.00	3,900.00	35,100.00	3,900.00	35,100.00	
17	9	L.F.	FLUSH & INSTALL 8" PVC SEWER PIPE @ 6'-0" DEEP	6,500.00	58,500.00	6,500.00	58,500.00	6,500.00	58,500.00	6,500.00	58,500.00	6,500.00	58,500.00	6,500.00	58,500.00	6,500.00	58,500.00	6,500.00	58,500.00	
18	100	L.F.	FLUSH & INSTALL 8" PVC SEWER PIPE @ 6'-0" DEEP	25.00	2,500.00	25.00	2,500.00	25.00	2,500.00	25.00	2,500.00	25.00	2,500.00	25.00	2,500.00	25.00	2,500.00	25.00	2,500.00	
19	5	L.F.	FLUSH & INSTALL 8" PVC SEWER PIPE @ 6'-0" DEEP	40.00	200.00	40.00	200.00	40.00	200.00	40.00	200.00	40.00	200.00	40.00	200.00	40.00	200.00	40.00	200.00	
20	10	L.F.	FLUSH & INSTALL 8" PVC SEWER PIPE @ 6'-0" DEEP	135.00	1,350.00	135.00	1,350.00	135.00	1,350.00	135.00	1,350.00	135.00	1,350.00	135.00	1,350.00	135.00	1,350.00	135.00	1,350.00	
21	10	L.F.	FLUSH & INSTALL 8" PVC SEWER PIPE @ 6'-0" DEEP	103.00	1,030.00	103.00	1,030.00	103.00	1,030.00	103.00	1,030.00	103.00	1,030.00	103.00	1,030.00	103.00	1,030.00	103.00	1,030.00	
22	50	L.F.	FLUSH & INSTALL 8" PVC SEWER PIPE @ 6'-0" DEEP	50.00	2,500.00	50.00	2,500.00	50.00	2,500.00	50.00	2,500.00	50.00	2,500.00	50.00	2,500.00	50.00	2,500.00	50.00	2,500.00	
23	1	L.S.	CONNECT TO EXISTING T. DUNNEN & INSTALL 3" DI. PIPELINE	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	
24	1	L.S.	CONNECT TO EXISTING T. DUNNEN & INSTALL 3" DI. PIPELINE	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
25	1	L.S.	CONNECT TO EXISTING T. DUNNEN & INSTALL 3" DI. PIPELINE	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00
26	1	L.S.	CONNECT TO EXISTING T. DUNNEN & INSTALL 3" DI. PIPELINE	105,000.00	105,000.00	105,000.00	105,000.00	105,000.00	105,000.00	105,000.00	105,000.00	105,000.00	105,000.00	105,000.00	105,000.00	105,000.00	105,000.00	105,000.00	105,000.00	105,000.00
27	1	L.S.	CONNECT TO EXISTING T. DUNNEN & INSTALL 3" DI. PIPELINE	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00
28	1	L.S.	CONNECT TO EXISTING T. DUNNEN & INSTALL 3" DI. PIPELINE	62,000.00	62,000.00	62,000.00	62,000.00	62,000.00	62,000.00	62,000.00	62,000.00	62,000.00	62,000.00	62,000.00	62,000.00	62,000.00	62,000.00	62,000.00	62,000.00	62,000.00
29	1	L.S.	CONNECT TO EXISTING T. DUNNEN & INSTALL 3" DI. PIPELINE	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00
30	1	L.S.	CONNECT TO EXISTING T. DUNNEN & INSTALL 3" DI. PIPELINE	43,000.00	43,000.00	43,000.00	43,000.00	43,000.00	43,000.00	43,000.00	43,000.00	43,000.00	43,000.00	43,000.00	43,000.00	43,000.00	43,000.00	43,000.00	43,000.00	43,000.00
TOTAL BASE BID				1,371,233.65	1,371,233.65	1,371,233.65	1,371,233.65	1,371,233.65	1,371,233.65	1,371,233.65	1,371,233.65	1,371,233.65	1,371,233.65	1,371,233.65	1,371,233.65	1,371,233.65	1,371,233.65	1,371,233.65	1,371,233.65	



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

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

February 26, 2013

DEPARTMENT: City Attorney

AGENDA # 7

SUBJECT:

BROWN'S TIRES (f/k/a Oakley's Grocery)

SUMMARY:

At the last Council Committee Meeting on February 12, 2013, the Council deferred this for the next Committee Meeting.

In 2012, the City undertook - with the assistance of a state grant - the remediation of the fire hazard/public nuisance at the corner of West Eastland and Blythe Street. The end result is that the property is now vacant. Because the City has liens against the property - both directly and indirectly through the state - the property owner is interested in determining whether the City has an interest in acquiring the property.

RECOMMENDATION:

For discussion purposes.

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

February 26, 2013

DEPARTMENT: City Attorney

AGENDA # 8

SUBJECT:

Adopt Roadway Lighting Guide for the City of Gallatin

SUMMARY:

On the At the last Council Committee Meeting on February 12, 2013, the Council deferred this for the next Committee Meeting.

The City of Gallatin, specifically our office, receives phone calls each year from citizens asking the City to install street lights in areas that have little to no lighting. The City needs a comprehensive guide, or policy in order to determine the necessity of the requested lighting.

You can see the approximate costs associated with installation of street lights on the sheet attached.

The City absorbs the electricity of the light that is installed.

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

February 6, 2013

INFORMATION ON GALLATIN STREET LIGHT SYSTEM

Street lights in Gallatin are installed and maintained for the City by the Gallatin Department of Electricity on a more or less break-even basis. The monthly charge to the City from GDE consists of a charge for actual energy used and an investment charge.

The investment charge is the total investment of the street light system multiplied by a percent. The current rate is 8%. This rate is reviewed annually and adjusted so that revenues from the City to GDE will have a break-even effect. Some of the things involved in calculating the rate are: lamp renewals, operation and maintenance, taxes and equivalents, depreciation and interest. These cost are offset by any profit received by GDE from the sale of street light energy. The net difference divided by the total investment equals the investment rate.

Some items of interest concerning street lights are:

Total investment as of 6/30/12	.....	\$789,385
Annual energy cost	.....	\$206,747
Annual investment cost	.....	\$ 63,151
Current installed cost of pole & 100' wire.	.....	\$ 381.61
Current installed cost of 250 HPS	.....	\$ 232.34
Current installed cost of 100 HPS	.....	\$ 132.17
Annual energy cost /250 HPS	.....	\$ 80.57
Annual energy cost/100 HPS	.....	\$ 32.23
Annual energy cost/175 MV	.....	\$ 53.72
Annual energy cost/150 HPS	.....	\$ 48.34
Number of 250 HPS street lights	.....	1,584
Number of 100 HPS street lights	.....	1,336
Number of 175 MV street lights	.....	306
Number of 150 HPS street lights	.....	406

GDE's current two standard street light fixtures are the 250 watt High Pressure Sodium and the 100 watt HPS. Lights are installed on existing poles, where possible, and all wires are run overhead. This is the most economical street light system available. The 150-watt sodium lights are decorative lights that have been installed by developers.

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

February 26, 2013

DEPARTMENT: City Attorney

AGENDA # 9

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:

DANGEROUS BUILDING
SHOW CAUSE NOTICE

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

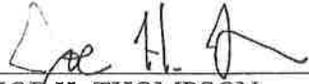
RE: 332 NORTH WILMORE
GALLATIN, TENNESSEE
TAX MAP: 113N-C-024.00

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.

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

2/26/2013

DEPARTMENT: Finance/I. T.

AGENDA # 10

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 APPROPRIATING FUNDS FOR
ARCHIVING AND LOGGING OF ELECTRONIC COMMUNICATIONS

BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that a sum not to exceed \$50,000 is hereby appropriated from the General fund reserve to 11041640-947, Information Technologies Office Equipment, for the purchase of hardware and software to log and archive all electronic communications as per retention requirements, and,

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:

PASSED SECOND READING:

MAYOR JO ANN GRAVES

ATTEST:

CONNIE KITTRELL, CITY RECORDER

APPROVED AS TO FORM:

JOE THOMPSON, CITY ATTORNEY

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.
I-8A. E-mail.	<ul style="list-style-type: none"> • May be discarded immediately. • Retain 7 years or until expiration of guarantees. • Retain 2 years. • Retain 5 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**

February 26, 2013

DEPARTMENT: EDA

AGENDA # 11

SUBJECT:

Virtual Building Program

SUMMARY:

The Virtual Building Program, under development for 2 years, will be the largest differentiator Gallatin has to promote the expansion of our industrial park. This is the agreement with Curtis Construction that will enable them to design, engineer, and permit a building. This will reduce the time needed for a new company to begin building by nearly 6 months. This presentation is information in nature only. The Council is not being asked for funds to enter this agreement. There is the possibility, if no lots are sold, that the EDA will be responsible for the remaining balance of \$68,855.00.

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

REQUEST FOR LEGAL SERVICES

Date: February 8, 2012

Department: EDA Requested by: James Fenton Phone: _____

Subject: Curtis Construction Inc. - Virtual Building Program Contract

Resolution: Ordinance: Contract: RFP/Q: Legal Opinion:
Ethics Opinion: Other:

Please indicate the nature of your request and the purpose of the contract or document to be reviewed:

Date response requested by: ASAP

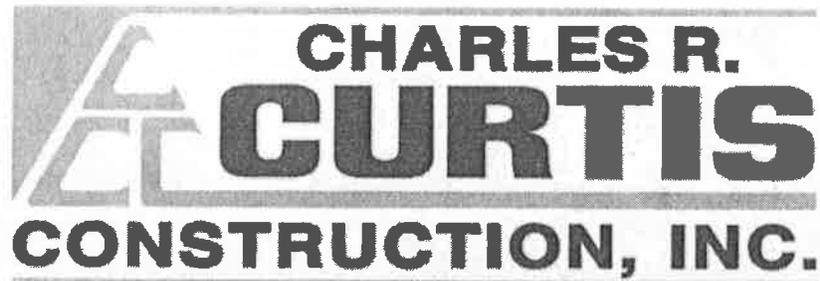
List Attachments:

RESPONSE BY CITY ATTORNEY'S OFFICE

APPROVED SUBJECT TO CHANGES SHOWN REPLY ATTACHED OTHER
 APPROVED AS TO FORM

Attorney's Signature: 

Date: 2-11-13



Gallatin Economic Development Agency
Mr. James Fenton
132 West Main Street
Gallatin, TN 37066

A Proposal for Professional Services for the Virtual
Building Program

February 7, 2013

FEBRUARY 7, 2013

GALLATIN ECONOMIC DEVELOPMENT AGENCY
MR. JAMES FENTON
PO BOX 773
132 WEST MAIN STREET
GALLATIN, TN 37066-3244

PROPOSAL FOR PROFESSIONAL SERVICES FOR THE GALLATIN VIRTUAL BUILDING PROGRAM
GALLATIN INDUSTRIAL PARK, GATEWAY DRIVE EXTENSION, GALLATIN, TN

Scope of Work

Charles R. Curtis Construction, Inc & Design Team (hereinafter "Contractor/D.T.") submits the following proposal to the City of Gallatin, Tennessee (Hereinafter "City OR Client")

Thank you for the opportunity to work with you to manage the design of three new industrial park prototype buildings in Gallatin, TN. We understand the Scope of Work to include Civil, Architectural and Structural Schematic layouts for one 50k, 100k and 200k square foot industrial buildings (which can be expandable by 50%). Three parcels will be developed through Construction Documents for Civil Engineering services, but only the 200k S.F. facility will be developed into Construction Documents for Architectural and Structural work, as required to submit for a building permit.

We understand that each of the three buildings are intended to be designed as "cold, dark shells." As such, only minimal information on utilities, mechanical, plumbing and electrical information will be shown on the interior (no stamped MPE&FP drawings). All buildings shall be shown as basic metal framed buildings with metal siding and/or as required to meet established protective covenants. Any office area shown with the buildings shall be of brick, or masonry material with storefront glass. Roof systems shall be sloped to building perimeters and shall either be mechanically seamed low-slope metal roofing, or acoustic decking with rigid board insulation and an Energy Star TPO fully adhered roof system.

Drawing and detail information shall be coordinated with the Civil and Structural Engineers and shall be sufficient to acquire a building permit. In an effort to keep front-loaded costs to a minimum, we anticipate that changes to the drawings and/or scope of this agreement will be likely. Any digression from the scope of work as defined herein shall be billed hourly in accordance with our team's standard published professional rates.

We are excited about this opportunity to partner with you through this project. Please do not hesitate to contact us to review any questions you may have. Thank you again for the opportunity.

Sincerely,



Clay Curtis, LEED AP BD&C
Project Manager
Charles R. Curtis Construction, Inc.

Fees and Payments

ITEM	SCOPE	TOTAL FEES	PAID MONTHLY	DELAYED
1.	PHASE 1: Schematic Design Develop three (3) Schematic Design concepts and drawing sets for review by the City staff. Total Meeting time with City limited to one (1) work session and one (1) Final SD Review meeting. Services to include:			
	A. Civil Engineering Services			
	(1) 50,000 SF Building Design & Planning Representation	\$5,500.00	\$2,970.00	\$2,530.00
	(2) 100,000 SF Building Design & Planning Representation	\$6,875.00	\$4,180.00	\$2,695.00
	(3) 200,000 SF Building Design & Planning Representation	\$8,250.00	\$5,500.00	\$2,750.00
	B. Architectural Services (one each: 50k, 100k, 200k building)			
	(1) Schematic Design, Coordination and Meetings	\$13,475.00	\$6,737.50	\$6,737.50
	(2) LEED Concept Development	Included		
	(3) Rendered Presentation Drawings (reproductions are Reimbursable): One Board w/ Plans, Elevations, and a Perspective for each Building Size (Total of 3)	Included		
	C. Structural Services			
	(1) General Structural Coordination and Consulting	\$770.00	\$770.00	
	PHASE 1 TOTAL FEES:	\$34,870.00	\$20,157.50	\$14,712.50
2.	PHASE 2: Construction Documents Construction Documents ready for permit submission based on the approved Schematic Design drawings. These drawings shall include:			
	A. Civil Engineering Services			
	(1) 50,000 SF Engineered Site Plans	\$11,292.00		\$11,292.00
	(2) 100,000 SF Engineered Site Plans	\$13,783.00		\$13,783.00
	(3) 200,000 SF Engineered Site Plans	\$16,665.00		\$16,665.00
	B. Architectural Services			
	(1) Construction Documents for Building Permit (200k S.F. Building only)	\$21,505.00	\$10,752.50	\$10,752.50
	(2) Proposed LEED Checklist and General Specifications	Included		
	(3) Rendered Presentation Drawings (reproductions are Reimbursable): One Board w/ Plan, Elevations, and a Perspective for 200K building only	Included		
	C. Structural Services			
	(1) Structural Construction Documents	\$1,650.00		\$1,650.00
	PHASE 2 TOTAL FEES:	\$64,895.00	\$10,752.50	\$54,142.50
3.	Deliverables and Reimbursable Items: 1. Full size (24"x36") PDF set of Construction Documents 2. Final CAD files (.dwg), if requested (following signed CAD Release Form) 3. Full and half-sized printed drawings (billed as a reimbursable expense)	Billed and paid monthly	Billed and paid monthly	Billed and paid monthly

ITEM	SCOPE	TOTAL FEES	PAID MONTHLY	DELAYED
4.	<u>Additional Services:</u> Services beyond the scope of this work may include, but not be limited to: 1. Development of Architectural Standards for Industrial Park 2. LEED Design Services (beyond preliminary services) 3. Marketing Services (including renderings, website development, etc.) 4. Changes to approved Schematic Design, Construction, Materials, Openings, Building Size, Tenant Improvement Test Fits, alteration of site plan, specifications, etc. 5. Completion of Construction Documents for any other size building, or site.	Billed and paid monthly	Billed and paid monthly	Billed and paid monthly
5.	<u>Estimated Reimbursable Expenses</u>	\$4,840.00	\$4,840.00	
	TOTAL PROFESSIONAL SERVICE FEES	\$104,605.00		
	TOTAL PROFESSIONAL FEES - Paid Monthly		\$35,750.00	
	TOTAL PROFESSIONAL FEES - Delayed until land transfer *			\$68,855.00

QUALIFICATIONS AND ASSUMPTIONS:

- Scope of work does NOT include jurisdictional submissions, or approvals, for Historic, Health Department and/or zoning, variance development, redesign, interior design, Bidding Assistance, Construction Administration, or any other service not specifically noted herein.
- Geotechnical Services, Soils Engineering, Sinkhole Remediation, Well Closures or any other services not specifically stated herein, are NOT included in this scope.
- Area Storm Detention will be designed separately.
- A final plat of the property and the Gateway R/W will have been filed at the R.O.S.C., TN
- Sites are to be located near the East boundary of the 200 acre tract in typically mowed areas, as provided by the Industrial Board schematic sketch. 200 acre site will be mowed prior to site reviews by Rogers Engineering Group.
- All other work not specifically noted herein is not included in this scope of work. Any additional work shall be billed hourly in accordance with each Consultant's standard billing rates. Should a definable scope of work be available for any requested Additional Service, a Lump Sum proposal shall be offered for approval, prior to commencing said defined services.
- Invoices shall be billed monthly and/or at Phase Completion for all work under the "Paid Monthly" column. Payments shall be due in Net 30 days.
- All Reimbursable Expenses shall be due and payable upon receipt of each monthly invoice.
- All Additional Services shall be tracked, documented and payment made monthly.

Delayed Payments*

It is our understanding as of the time of this proposal that the City would prefer to make delayed payments for at least a portion of the services rendered. The following breakdown proposes a Delayed Payment Schedule relative to the scale of the three buildings or property being sold, leased or transferred by the City of Gallatin.

ITEM	PAYMENT OF DELAYED FEES INITIATED UPON...	% OF DELAYED FEES	DELAYED PAYMENT
1.	Sale or Transfer of Land for 200k(+) S.F. Facility	60%	\$41,313.00
2.	Sale or Transfer of Land for 100k(+) S.F. Facility	25%	\$17,213.75
3.	Sale or Transfer of Land for 50k(+) S.F. Facility	15%	\$10,328.25
	TOTAL PROFESSIONAL FEES DELAYED	100%	\$68,855.00

QUALIFICATIONS AND ASSUMPTIONS:

1. The Sale or Transfer of any development land related to the Virtual Building Program shall proportionately compensate the Contractor/D.T. for their total services, including all Additional Services. (i.e. if one of each size building or parcel of land is transferred, leased or sold, the above Delayed Fees shall be paid immediately following the transfer of said property. If two 200k S.F. lots are sold or land transferred, then 60% of the Delayed Payments are due after the first lot transfers, then 40% of the other 60% is due when the second lot transfers.)
2. All payment balances shall become due and payable no more than 3 years from the date of this signed agreement. Payments not received after this date shall accrue interest at a rate of 1.5% per month.

Authorization to Proceed

Jo Ann Graves, Mayor (or authorized individual) authorizes Charles R. Curtis Construction to proceed with services and related reimbursable expenses for the preceding services. Please sign and return a copy of this agreement to our office at your earliest convenience.

Jo Ann Graves, Mayor
City of Gallatin

Date

~~APPROVED BY THE BOARD~~

~~JO ANN GRAVES, MAYOR, CITY OF GALLATIN~~

Clay Curtis, Project Manager
Charles R. Curtis Construction

Date

Terms & Conditions

1. PROFESSIONAL INSURANCE

THE CONTRACTOR/D.T. WILL REQUIRE THAT EACH ARCHITECT AND ENGINEER PROVIDING SERVICES UNDER THIS AGREEMENT SECURES AND MAINTAINS IN FULL FORCE AND EFFECT A POLICY OF PROFESSIONAL LIABILITY INSURANCE IN A MINIMUM AMOUNT OF \$1,000,000 PROVIDING COVERAGE FOR ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS BY SAID ARCHITECT OR ENGINEER MADE DURING THE TERM OF THIS CONTRACT. THE CONTRACTOR/D.T. WILL REQUIRE EACH ARCHITECT AND ENGINEER PROVIDING SERVICES UNDER THIS CONTRACT TO PROVIDE CITY WITH A COPY OF A CERTIFICATE OF PROFESSIONAL LIABILITY INSURANCE.

2. INSURANCE

CONTRACTOR/D.T. SHALL, AT ITS OWN EXPENSE, AT ALL TIMES DURING THE TERM OF THIS CONTRACT, MAINTAIN IN FORCE:

2.1 GENERAL LIABILITY.

A COMPREHENSIVE GENERAL LIABILITY POLICY INCLUDING COVERAGE FOR CONTRACTUAL LIABILITY FOR OBLIGATIONS ASSUMED UNDER THIS CONTRACT, BLANKET CONTRACTUAL LIABILITY, PRODUCTS AND COMPLETED OPERATIONS, OWNER'S AND CONTRACTOR'S PROTECTIVE INSURANCE AND COMPREHENSIVE AUTOMOBILE LIABILITY, INCLUDING OWNED AND NON-OWNED AUTOMOBILES. THE LIABILITY UNDER EACH POLICY SHALL BE A MINIMUM OF \$1,000,000 PER OCCURRENCE (COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE CLAIMS) OR \$1,000,000 PER OCCURRENCE FOR BODILY INJURY AND \$100,000 PER OCCURRENCE FOR PROPERTY DAMAGE. LIABILITY COVERAGE SHALL BE PROVIDED ON AN "OCCURRENCE" NOT "CLAIMS" BASIS.

2.2 WORKER'S COMPENSATION.

WORKER'S COMPENSATION INSURANCE IN COMPLIANCE WITH T.C.A. 50-6-101 ET SEQ., WHICH REQUIRES SUBJECT EMPLOYERS TO PROVIDE TENNESSEE WORKERS' COMPENSATION COVERAGE FOR ALL THEIR SUBJECT WORKERS.

2.3 AUTOMOBILE LIABILITY.

AUTOMOBILE LIABILITY INSURANCE WITH A COMBINED SINGLE LIMIT, OR THE EQUIVALENT, OF NOT LESS THAN \$1,000,000 FOR EACH ACCIDENT FOR BODILY INJURY AND PROPERTY DAMAGE, INCLUDING COVERAGE FOR OWNED, HIRED OR NON-OWNED VEHICLES, AS APPLICABLE. THE CITY, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE NAMED AS ADDITIONAL INSURED ON EACH REQUIRED INSURANCE POLICY. CONTRACTOR/D.T. SHALL SUBMIT CERTIFICATES OF INSURANCE ACCEPTABLE TO THE CITY WITH THE SIGNED CONTRACT PRIOR TO THE COMMENCEMENT OF ANY WORK UNDER THIS CONTRACT. THESE CERTIFICATES SHALL CONTAIN A PROVISION THAT COVERAGE AFFORDED UNDER THE POLICIES CANNOT BE CANCELLED AND RESTRICTIVE MODIFICATIONS CANNOT BE MADE UNTIL AT LEAST 30 DAYS PRIOR WRITTEN NOTICE HAS BEEN GIVEN TO CITY. INSURING COMPANIES OR ENTITIES ARE SUBJECT TO THE CITY'S ACCEPTANCE. IF REQUESTED, COMPLETE COPIES OF INSURANCE POLICIES, TRUST AGREEMENTS, ETC. SHALL BE PROVIDED TO THE CITY. THE CONTRACTOR/D.T. SHALL BE FINANCIALLY RESPONSIBLE FOR ALL PERTINENT DEDUCTIBLES, SELF INSURED RETENTIONS AND/OR SELF-INSURANCE.

3. STANDARD OF CARE

THE STANDARD OF CARE FOR ALL PROFESSIONAL SERVICES PERFORMED OR FURNISHED BY THE DESIGN TEAM UNDER THIS AGREEMENT WILL BE THE SKILL AND CARE USED BY MEMBERS OF THE DESIGN TEAM'S PROFESSION PRACTICING UNDER SIMILAR CIRCUMSTANCES AT THE SAME TIME AND IN THE SAME LOCALITY. THE DESIGN TEAM MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT OR OTHERWISE, IN CONNECTION WITH OUR SERVICES.

4. INDEMNIFICATION

THE CONTRACTOR/D.T. AGREES TO DEFEND, INDEMNIFY AND SAVE CITY, ITS OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL LOSSES, CLAIMS, ACTIONS, COSTS, EXPENSES, JUDGEMENTS, SUBROGATIONS, OR OTHER DAMAGES RESULTING FROM INJURY TO ANY PERSON (INCLUDING INJURY RESULTING IN DEATH) OR DAMAGE (INCLUDING LOSS OR DESTRUCTION) TO PROPERTY, OF WHATSOEVER NATURE ARISING OUT OF OR INCIDENT TO THE PERFORMANCE OF THIS CONTRACT BY CONTRACTOR/D.T. (INCLUDING BUT NOT LIMITED TO, CONTRACTOR'S/D.T.'S EMPLOYEES, AGENTS, AND OTHERS DESIGNATED BY CONTRACTOR/D.T. TO PERFORM WORK OR SERVICES ATTENDANT TO THIS CONTRACT AND SPECIFICALLY INCLUDING EACH ARCHITECT OR ENGINEER PROVIDING SERVICES UNDER THIS CONTRACT.) CONTRACTOR/D.T. SHALL NOT BE HELD RESPONSIBLE FOR ANY LOSSES, EXPENSES, CLAIMS, SUBROGATIONS, ACTIONS, COSTS, JUDGEMENTS, OR OTHER DAMAGES, DIRECTLY, SOLELY, AND APPROXIMATELY CAUSED BY THE NEGLIGENCE OF CITY.

5. MEDIATION

CITY AND THE DESIGN TEAM AGREE THAT THEY SHALL FIRST SUBMIT ANY AND ALL UNSETTLED CLAIMS, COUNTERCLAIMS, DISPUTES AND OTHER MATTERS IN QUESTION BETWEEN THEM ARISING OUT OF OR RELATING TO THIS AGREEMENT TO MEDIATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY MEDIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, EFFECTIVE AS OF THE DATE OF THIS AGREEMENT. ALL MEDIATION SHALL BE IN THE STATE OF TENNESSEE.

6. DEFAULT

NEITHER PARTY SHALL BE DEEMED IN DEFAULT OF THIS AGREEMENT TO THE EXTENT THAT ANY DELAY OR FAILURE IN THE PERFORMANCE OF ITS OBLIGATIONS RESULTS FROM ANY CAUSE BEYOND ITS REASONABLE CONTROL.

7. TERMINATION OF SERVICES:

THIS AGREEMENT MAY BE TERMINATED BY THE CITY OR THE CONTRACTOR/D.T. UPON NOT LESS THAN SEVEN DAYS' WRITTEN NOTICE SHOULD THE OTHER PARTY FAIL SUBSTANTIALLY TO PERFORM IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT THROUGH NO FAULT OF THE PARTY INITIATING THE TERMINATION. FAILURE OF CLIENT TO MAKE PAYMENTS WHEN DUE SHALL BE CAUSE FOR SUSPENSION OF SERVICES, WITHDRAWAL OF THE CONTRACTOR/D.T. SEAL FROM ANY PERMITTED PROJECTS OR, ULTIMATELY, TERMINATION UNTIL THE CONTRACTOR/D.T. HAS BEEN PAID IN FULL ALL AMOUNTS DUE FOR SERVICES, EXPENSES AND OTHER RELATED CHARGES. THE FULL COST OF JOB DISRUPTION AND RE-SUBMISSION WILL BE BORNE BY THE CITY, IN THE EVENT OF TERMINATION NOT THE FAULT OF THE CONTRACTOR/D.T., THE CITY SHALL COMPENSATE FOR SERVICES PERFORMED PRIOR TO TERMINATION, TOGETHER WITH REIMBURSABLE EXPENSES, AS WELL AS TERMINATION EXPENSES DUE.

9. TERMINATION EXPENSES:

TERMINATION EXPENSES ARE IN ADDITION TO COMPENSATION FOR BASIC SERVICES, AND INCLUDE EXPENSES WHICH ARE DIRECTLY ATTRIBUTABLE TO TERMINATION, AND ARE COMPUTED AS A PERCENTAGE OF THE TOTAL COMPENSATION FOR BASIC SERVICES EARNED TO TIME OF TERMINATION, AS FOLLOWS:

- A. TWENTY PERCENT OF THE TOTAL COMPENSATION FOR BASIC SERVICES EARNED TO DATE IF TERMINATION OCCURS BEFORE OR DURING THE PHASE #1.
- B. FIFTEEN PERCENT OF TOTAL COMPENSATION FOR BASIC SERVICES EARNED TO DATE IF TERMINATION OCCURS DURING THE PHASE #2.
- C. FIVE PERCENT OF THE TOTAL COMPENSATION FOR BASIC SERVICES EARNED TO DATE IF TERMINATION OCCURS DURING ANY SUBSEQUENT PHASE.

10. OWNERSHIP OF DOCUMENTS:

ALL DOCUMENTS AND COMPUTER FILES PRODUCED BY THE CONTRACTOR/DESIGN TEAM AS INSTRUMENTS OF SERVICE UNDER THIS AGREEMENT SHALL REMAIN THE PROPERTY OF THE CONTRACTOR/DESIGN TEAM AND MAY NOT BE USED BY THE CITY OR ANY OTHER PERSON OR ENDEAVOR WITHOUT WRITTEN CONSENT OF THE CONTRACTOR/DESIGN TEAM, WHICH SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING, WITHOUT LIMITATION, THE COPYRIGHT THERETO.

NOTWITHSTANDING ANYTHING IN THE PREVIOUS PARAGRAPH TO THE CONTRARY, THE CONTRACTOR/DESIGN TEAM GRANTS CITY A LIMITED LICENSE TO USE THE INSTRUMENTS OF SERVICE COVERED BY THIS AGREEMENT FOR THE PURPOSE OF CONSTRUCTING, OCCUPYING, AND MAINTAINING THE PROJECT. REUSE OF THE LICENSE OR MODIFICATION OF THE DOCUMENTS SHALL NOT BE PERMITTED WITHOUT THE WRITTEN PERMISSION OF THE CONTRACTOR/DESIGN TEAM. TO THE EXTENT PERMITTED BY THE TENNESSEE GOVERNMENTAL TORT LIABILITY ACT, THE CITY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CONTRACTOR/DESIGN TEAM HARMLESS FROM CLAIMS, DAMAGES AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF SUCH REUSE BY CLIENT OR BY OTHERS ACTING THROUGH CITY.

11. APPLICABLE LAW:

UNLESS OTHERWISE PROVIDED, THIS AGREEMENT SHALL BE GOVERNED BY THE LAW OF THE STATE OF TENNESSEE

12. ADA

THE AMERICANS WITH DISABILITIES ACT (ADA) PROVIDES THAT IT IS A VIOLATION OF THE ADA TO DESIGN AND CONSTRUCT A FACILITY FOR OCCUPANCY THAT DOES NOT MEET THE ACCESSIBILITY AND USABILITY REQUIREMENTS OF THE ADA. THE CLIENT ACKNOWLEDGES THAT THE REQUIREMENTS OF THE ADA MAY BE SUBJECT TO VARIOUS AND POSSIBLY CONTRADICTORY INTERPRETATIONS. THE CONTRACTOR/D.T., THEREFORE, WILL USE REASONABLE PROFESSIONAL EFFORTS TO INTERPRET APPLICABLE ADA REQUIREMENTS AND OTHER FEDERAL, STATE, AND LOCAL LAWS, RULES, CODES, ORDINANCES

AND REGULATIONS AS THEY APPLY TO THE PROJECT. THE CONTRACTOR/D/T, HOWEVER, CANNOT AND DOES NOT WARRANT OR GUARANTEE THAT THE CITY'S PROJECT WILL COMPLY WITH INTERPRETATIONS OF THE ADA REQUIREMENTS AND REGULATIONS AS THEY APPLY TO THE PROJECT, BUT SHALL SUBMIT APPROPRIATE DOCUMENTS TO BE APPROVED BY THE APPROPRIATE GOVERNING BODIES WITH RESPECT TO THE STATE'S ARCHITECTURAL BARRIER RULES.

13. IF THE SERVICES COVERED BY THIS AGREEMENT HAVE NOT BEEN COMPLETED WITHIN TWENTY FOUR (24) MONTHS FROM THE DATE OF THIS PROPOSAL OR PROJECT IS ON-HOLD FOR PERIOD OF TWELVE (12) MONTHS FROM PERMIT SUBMISSION, WE RESERVE THE RIGHT TO RE-NEGOTIATE THE FEE UPWARDS. THE FEES QUOTED IN THIS PROPOSAL SHALL REMAIN IN EFFECT FOR NINETY (90) DAYS FROM THE ISSUANCE DATE OF THE PROPOSAL.

14. IT IS ACKNOWLEDGED BY BOTH PARTIES THAT THE CONTRACTOR/D/T SCOPE OF SERVICES DOES NOT INCLUDE ANY SERVICES RELATED TO THE PRESENCE AT THE SITE OF ASBESTOS, PCB'S, PETROLEUM, HAZARDOUS WASTE OR RADIOACTIVE MATERIALS. CITY ACKNOWLEDGES THAT THE CONTRACTOR/D/T IS REQUIRED TO PERFORM PROFESSIONAL SERVICES FOR CLIENT AND THE CONTRACTOR/D/T IS NOT AND SHALL NOT BE REQUIRED TO BECOME AN "ARRANGER", "OPERATOR", OR "TRANSPORTER" OF HAZARDOUS SUBSTANCES, AS DEFINED IN THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1990 (CERCLA).

15. COPIES OF DOCUMENTS THAT MAY BE RELIED UPON BY CITY ARE LIMITED TO THE PRINTED COPIES (ALSO KNOWN AS HARD COPIES) THAT ARE SIGNED AND SEALED BY THE CONTRACTOR/D/T. FILES IN ELECTRONIC FORMATS, OR OTHER TYPES OF INFORMATION FURNISHED BY THE CONTRACTOR/D/T TO CITY SUCH AS TEXT, DATA OR GRAPHICS, ARE ONLY FOR CONVENIENCE OF CITY. ANY CONCLUSION OR INFORMATION OBTAINED OR DERIVED FROM SUCH ELECTRONIC FILES WILL BE AT THE USER'S SOLE RISK. WHEN TRANSFERRING DOCUMENTS IN ELECTRONIC FORMATS, THE CONTRACTOR/D/T MAKES NO REPRESENTATIONS AS TO LONG-TERM COMPATIBILITY, USABILITY, OR READABILITY OF DOCUMENTS RESULTING FROM THE USE OF SOFTWARE APPLICATION PACKAGES, OPERATING SYSTEMS OR COMPUTER HARDWARE DIFFERING FROM THOSE IN USE BY THE CONTRACTOR/D/T. AT THE BEGINNING OF THIS PROJECT.

16. UNLESS OTHERWISE STATED, THE CONTRACTOR/D/T WILL HAVE ACCESS TO THE SITE FOR ACTIVITIES NECESSARY FOR THE PERFORMANCE OF THE SERVICES. THE CONTRACTOR/D/T CONDUCTS ITS CONSTRUCTION OBSERVATION AS IF THE PROVISIONS OF THE AIA A201 GENERAL CONDITIONS APPLY. IT IS UNDERSTOOD THAT THE CONTRACTOR/D/T, NOT THE ARCHITECT, IS RESPONSIBLE FOR THE CONSTRUCTION OF THE PROJECT, AND THAT THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY CONTRACTOR/D/T, SUBCONTRACTOR OR MATERIAL SUPPLIER; FOR SAFETY PRECAUTIONS, PROGRAMS OR ENFORCEMENT; NOR FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES EMPLOYED BY THE CONTRACTOR/D/T, AND WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR INJURIES THAT OCCUR AT THE PROJECT SITE.

17. THE SCOPE OF SERVICES IS AS STATED IN THE WRITTEN PROPOSAL OR AGREEMENT. ANY VARIATION FROM THAT SCOPE THAT MATERIALLY CHANGES THE CONTRACTOR/D/T OR OUR CONSULTANTS TIME COMMITMENT REQUIRED TO RENDER SERVICES SHALL BE CONSIDERED CAUSE FOR RENEGOTIATION OF THIS AGREEMENT AND ADJUSTMENT OF THE FEES QUOTED. CHANGES IN SERVICES TO BE PERFORMED BY THE CONTRACTOR/D/T CONSULTANTS WILL BE INVOICED TO THE CITY IN THE AMOUNT OF 1.15 TIMES THE AMOUNT BILLED TO THE CONTRACTOR/D/T. FOR SUCH SERVICES, THE FOLLOWING ARE NORMALLY CONSIDERED EXTRA SERVICES UNLESS SPECIALLY INCLUDED IN THE PROPOSED SCOPE OF SERVICES AND WOULD BE PAID IN ADDITION TO THE BASIC FEE OUTLINED IN THE ATTACHED PROPOSAL.

A. SERVICES BEYOND THE DEFINED SCOPE OF SERVICES.

B. SERVICES THAT ARE REQUIRED TO MODIFY BUILDING SYSTEMS, PRODUCTS OR DESIGNS AFTER THE BID DOCUMENTS ARE RELEASED FOR BID, PARTICULARLY IF THE MODIFICATIONS ARE FOR THE PURPOSE OF CLIENT DIRECTED VALUE ENGINEERING BEYOND MINOR MODIFICATIONS.

C. SERVICES REQUIRING AN OUTSIDE CONSULTANTS EXPERTISE BEYOND THAT SPECIALLY INCLUDED IN THE ATTACHED AGREEMENT.

D. PROMOTIONAL DRAWINGS, SKETCHES, RENDERINGS, AND LEASE SQUARE FOOTAGE TAKE-OFFS BEYOND THAT SPECIALLY INCLUDED IN THE AGREEMENT.

E. PERMIT EXPEDITING BEYOND RESPONDING TO LEGITIMATE REVIEWER CONCERNS AND/OR QUESTIONS - UNLESS SPECIALLY INCLUDED IN THE PROPOSAL.

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

FEBRUARY 26, 2013

DEPARTMENT: Mayor's Office

AGENDA # 12

SUBJECT:

Discussion of Budget Process

SUMMARY:

The Mayor would like to discuss the process for discussions for the 2013-14 budget.

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

