

WORKSHOP AGENDA

Board of Mayor and Aldermen

January 3, 2023 @ 6:30 PM

For the January 5, 2023 Regular Meeting @ 7:00 p.m.

- Call meeting to order.
- Determine quorum.
- Prayer by Mayor Cole.
- Pledge of Allegiance by Alderman Haas.

ORDER OF BUSINESS

1. Approve Minutes: September 6, 2022 Regular Meeting and December 6, 2022 Regular Meeting.
2. Presentations:
 - A. National Fire Prevention Week Poster Contest Winner (Workshop only)
3. Department Reports:
 - A. Police Department
 - B. Fire Department
 - C. Parks & Recreation Department
 - D. Library
 - E. Finance Department
 - F. Water Treatment Plant

CONSENT AGENDA (All items under the Consent Agenda are deemed to be non-controversial and routine in nature by the governing body. They will be approved by one motion of the governing body. The items on the Consent Agenda will not be discussed.)

4. Consent Agenda Items
 - A. Approve Agreement for Engineering Services from Griggs and Maloney for Design of 24" Water Main from Mason Road to Sanders Tanks.
 - B. Approve Amendment to Professional Services Agreement with Ragan Smith Associates, Inc. for Design of Brookside Park Improvements.
 - C. Approve Agreement with Hands on Nashville for Volunteer Management, Recruiting, and Advertising for Stormwater Events.
 - D. Approve Agreement for Engineering Services from CTI for the Sub-basin Master Plan for the Hollandale Road Drainage Basin.
 - E. Approve Amendment #23-1 to Contract #2326-17 from the Greater Nashville Regional Council for the Provision of Senior Center Services.

NEW BUSINESS

5. First Reading - **Ordinance #2023-01** - An Ordinance to Amend Title 5, Chapter 4 of the La Vergne Municipal Code Regarding Purchasing.
6. **Resolution #2023-01** - A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners Property Conservation Matching Grant Program.
7. **Resolution #2023-02** - A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners Cyber Security Partners Matching Grant Program.
8. Approve a Contract for Purchase and Sale of Real Estate and a Lease Agreement for 169 Stones River Road - Existing Fire Station #41.
9. **Appoint or Remove Board / Committee Members**
 - A. Beer Board. (Two terms expired 12/31/22.)
 - B. Greenway Advisory Committee. (One term expired 12/31/22.)
 - C. Historical Preservation Advisory Committee. (One term expired 12/31/22.)
 - D. Library Board. (Three terms expired 12/31/22.)
 - E. Local Emergency Planning Committee. (Five terms expired 12/31/22.)
 - F. Parks & Recreation Advisory Committee. (One term expired 12/31/22.)
 - G. Stormwater Appeals and Advisory Board. (Two terms expired 12/31/22.)
 - H. FYI - Board of Zoning Appeals. (One term expires 1/31/23.)
 - I. FYI - Construction Board of Adjustment and Appeals. (Two terms expire 1/31/2023.)

MAYOR / ALDERMEN COMMENTS

ADJOURN



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: January 3, 2023

Item Title: Approve Minutes: September 6, 2022 Regular Meeting and December 6, 2022 Regular Meeting.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments:

1. MA 2022-09-06 Regular Meeting - Revised
2. MA 2022-12-06 Regular Meeting

Summary:

This will approve the revised minutes from the September 6, 2022 Regular Meeting and the minutes from the December 6, 2022 Regular Meeting.

Background Information:

In the minutes from the September 6, 2022 Regular Meeting, we found a mistake in item #12 where the motion was not correctly recorded. This has been fixed and needs to be reapproved. The December 6, 2022 Regular Meeting minutes are also attached for approval.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

MINUTES OF THE REGULAR MEETING OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON SEPTEMBER 6, 2022 AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The September 6, 2022 regular meeting of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 7:00 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

Members present: Mayor Jason Cole, Vice-Mayor Steve Noe, Alderman Graeme Coates, Alderman Magen Honeycutt, and Alderman Dennis Waldron.

A prayer was led by Alderman Waldron. The Pledge of Allegiance was led by Boy Scout Troop 2223 and Cub Pack 340.

ORDER OF BUSINESS

1. Presentations:

A. Certificates of Appreciation - Elected Officials. Mayor Cole presented certificates of appreciation to David Gammon, Robert Stevens, and Joe Gourley.

B. Proclamation - Purple Heart City. Mayor Cole presented a proclamation to Mr. Andrew Farrar, honoring our Purple Heart veterans.

2. Approve Minutes: August 2, 2022 Regular Meeting.

A motion, made by Alderman Coates, seconded by Alderman Honeycutt, to approve the minutes of the August 2, 2022 Regular Meeting, was adopted with all voting AYE, except Alderman Waldron, who voted NO.

3. Department Reports:

A. Police Department. Police Chief Burrel Davis gave the report for the Police Department.

B. Fire Department. Fire Chief Ronny Beasley gave the report for the Fire Department.

C. Parks & Recreation Department. Mr. David McGowen gave the report for the Parks & Recreation Department.

D. Finance. Ms. Phillis Rogers gave the report for the Finance Department.

E. Library. Ms. Donna Bebout gave the report for the Library Department.

- F. Water Treatment Plant.** Mr. Daniel Campbell gave the report for the Water Treatment Plant.

OLD BUSINESS

- 4. Second Reading - Ordinance #2022-19 - An Ordinance to Amend the Fee Schedule Regarding Sewer Rates for the Blair Road Sewer Basin.**

A motion, made by Alderman Coates, seconded by Alderman Honeycutt, to approve Ordinance #2022-19, on second reading, was adopted following a roll-call vote.

Alderman Waldron	ABSTAIN
Alderman Honeycutt	AYE
Alderman Coates	AYE
Vice-Mayor Noe	AYE

CONSENT AGENDA (All items under the Consent Agenda are deemed to be non-controversial and routine in nature by the governing body. They will be approved by one motion of the governing body. The items on the Consent Agenda will not be discussed.)

- 5. Consent Agenda Items:**
- A. Approve City Bids and Purchases.**
 - 1) Bid - Industrial Blvd. Sewer Expansion.
 - 2) State Contract Purchase - Truck for Street Department.
 - 3) State Contract Purchase - Two Trucks for Fire Department.
 - 4) GSA Contract Purchase - Personal Protective Equipment for the Fire Department.
 - 5) Sourcwell Contract Purchase - Tennis Court Lighting.
 - 6) Sole Source Purchase - MorphoDent Fingerprint Devices for the Police Department.
 - 7) Purchase - Bulk De-Icing Road Salt for the Street Department.
 - B. Approve Change Order #1 - Public Works and Community Development Services Facility Site Work.**
 - C. Ratify the Approval of a Support Amendment with Tyler Technologies for the New World CAD/RMS System in the Police Department.**
 - D. Ratify the Approval of an Engagement Letter with William E. Maddox, Jr., LLC for Legal Services Relating to the Charles DeWeese Construction, Inc. Bankruptcy.**
 - E. Ratify the Approval of a Business Associate Agreement with RxBenefits, Inc., for Services with Respect to the City's Health Plan, Protected Health Information and Electronic Protected Health Information for Prescriptions.**
 - F. Approve Purchase Agreement with BlueStreak K9, LLC to Purchase a New K-9 Dog for the Police Department.**
 - G. Approve Police / Patrol Canine Release Waiver Agreement with Lewis**

- Powell for K-9 Mike.**
- H. **Approve Memorandum of Understanding for Non-Credit Instruction with Motlow State Community College for Advance Emergency Medical Technician Training for the Fire Department.**
 - I. **Approve Proposal from CyberGard for Cisco Secure Network Analytics and Vulnerability Detection and Reporting Services.**
 - J. **Approve Addendum with Verizon Wireless to Authorize the City to Participate in the Verizon Device Trade-In Program.**
 - K. **Approve Contract with Nashville Party Authority for DJ Services for the Zombie Night on Saturday, October 22, 2022.**
 - L. **Approve Parks and Recreation Facility Use Agreement with Lovely Lavish Ladies, LLC to Conduct a Dance and Majorette Program at the Multipurpose Building.**
 - M. **Approve Grant Contract with Arts Build Communities Designated Agency, Greater Nashville Regional Council for a Community Mural Project.**
 - N. **Approve Professional Services Agreement with Capital Recovery Systems, Inc. to Provide Debt Collection Services for the La Vergne City Court.**
 - O. **Approve Contract with the Tennessee Department of Transportation for the Congestion Mitigation and Air Quality (CMAQ) Grant.**
 - P. **Approve Proposal from Civil and Environmental Consultants (CEC) for MS4 Compliance Support.**

A motion, made by Vice-Mayor Noe, seconded by Alderman Coates, to approve the consent agenda as recommended, was adopted with all voting AYE.

NEW BUSINESS

6. **First Reading - Ordinance #2022-20 - An Ordinance to Amend the Fiscal Year 2021-2022 Senior Citizens Fund Budget.**

A motion, made by Vice-Mayor Noe, seconded by Alderman Honeycutt, to approve Ordinance 2022-20 on first reading, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Honeycutt	AYE
Alderman Coates	AYE
Vice-Mayor Noe	AYE

7. **First Reading - Ordinance #2022-21 - An Ordinance to Amend the Fiscal Year 2022-2023 General Fund Budget.**

A motion, made by Alderman Coates, seconded by Alderman Honeycutt, to approve Ordinance #2022-21, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Honeycutt	AYE
Alderman Coates	AYE
Vice-Mayor Noe	AYE

8. **First Reading - Ordinance #2022-22 - An Ordinance to Amend Title 20, Chapter 1 of the La Vergne Municipal Code Regarding Alarm Systems.**

A motion, made by Vice-Mayor Noe, seconded by Alderman Honeycutt, to approve Ordinance #2022-22, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Honeycutt	AYE
Alderman Coates	AYE
Vice-Mayor Noe	AYE

9. **Resolution #2022-21 - A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.**

A motion was made by Alderman Coates, seconded by Vice-Mayor Noe, to approve Resolution #2022-21.

Vice-Mayor Noe asked about the vote.

The motion was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Honeycutt	AYE
Alderman Coates	AYE
Vice-Mayor Noe	AYE

10. **Resolution #2022-22 - A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners James L. Richardson "Driver Safety" Matching Grant Program.**

A motion, made by Alderman Honeycutt, seconded by Vice-Mayor Noe, to approve Resolution #2022-22, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Honeycutt	AYE
Alderman Coates	AYE
Vice-Mayor Noe	AYE

11. Approve Purchase and Sale Agreement with Trinidad/Benham Corp. for the Public Works Facility Located at 148 International Blvd.

A motion, made by Alderman Coates, seconded by Vice-Mayor Noe, to approve the purchase and sale agreement with Trinidad/Benham Corp., was adopted following a roll-call vote.

Alderman Waldron	ABSTAIN
Alderman Honeycutt	AYE
Alderman Coates	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

12. Motion to Declare Default and Terminate Contract with Charles DeWeese Construction, Inc., and to Authorize City Officials to Take Such Action as They Deem Appropriate to Protect the City's Interests and to Complete the 24 Inch Water Main from the Stones River Road Roundabout to Water Treatment Plant Project.

A motion, made by Mayor Cole, seconded by Alderman Coates, to declare default and terminate the contract with Charles DeWeese Construction, Inc, and authorize city officials to take such action as they deem appropriate to protect the City's interest and complete the 24-inch water main from Stones River Road roundabout to Water Treatment Plant project, was adopted following a roll-call vote.

Alderman Waldron	ABSTAIN
Alderman Honeycutt	AYE
Alderman Coates	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

13. Motion to Approve Bid - Fire Station #41.

A motion was made by Mayor Cole, seconded by Alderman Coates, to approve the bid to Fellowship Construction for Fire Station #41.

Alderman Coates stated that he wanted to make sure they fully understand the bid and that a representative from the construction company was present and he would like to suspend the rules and have a discussion with him.

A motion, made by Alderman Coates, seconded by Vice-Mayor Noe, to suspend the rules to allow discussion on this item, was adopted with all voting AYE, except Alderman Waldron, who ABSTAINED.

Mr. Jamie Erwin, from Fellowship Construction, 2669 Spencer Mill Road, Bon Aqua,

approached the podium. He stated that their bid was missing the 10% contingency fee due to a computer program error, which is why they requested to withdraw from the project. Mayor Cole made comments about their company having the lowest recommended bid.

Alderman Coates asked Mr. Erwin if he was ready to move forward with the bid. Mr. Erwin stated that the only concern is the missing contingency fee. He stated without the fee, their company could not complete the project. A discussion ensued.

Mr. John Trail, with Johnson and Bailey Architects, approached the podium. He explained the recommended bid and the 10% contingency issue. He explained the consequences it could propose. He explained the options the Board had. He made comments about the bid tabulation sheet.

Vice-Mayor Noe asked about the bid price and moving forward. City Attorney Evan Cope made comments about the bid bond. Mr. Trail explained that if the Board awarded the contract to the lowest bidder, and the bidder withdraws from the project, the bid bond would protect the City. He stated the bid bond is five percent of the quoted project, which is roughly half a million dollars. He stated that the bid bond would cover most of the difference between the lowest bidder and the second lowest bidder. A discussion ensued.

A motion, made by Mayor Cole, seconded by Alderman Coates, to reestablish the regular rules of order, was approved with all voting AYE.

The motion to award the bid to Fellowship Construction, was approved following a roll-call vote.

Alderman Waldron	ABSTAIN
Alderman Honeycutt	AYE
Alderman Coates	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

14. Appoint or Remove Board / Committee Members:

A. Senior Citizen Advisory Committee. Mayor Cole appointed Laura Davidson to the Senior Citizen Advisory Committee. The appointment was confirmed with all voting AYE.

MAYOR / ALDERMEN COMMENTS

Alderman Waldron invited everyone to the Second Harvest Food giveaway, on September 17, 2022, at 9:00 a.m. at La Vergne Church of Christ. He reminded everyone to check on the elderly and their pets. He asked everyone to be careful of the children on the streets and the school buses. He also made comments about the election.

Alderman Honeycutt thanked the Police and Fire Departments, and City staff for their

hard work. She reminded everyone about Old Timers Festival.

Vice-Mayor Noe made comments about Old Timers Festival and the fall softball league.

Mayor Cole invited everyone to the Old Timers Festival, on September 17, 2022. He made comments about Police Chief Davis. He thanked the Public Works and Streer Departments for their hard work. He also stated the City is working on the red light on Waldron Road and Charter Place.

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 7:46 p.m.

Mayor

City Recorder

Approved: _____

MINUTES OF THE REGULAR MEETING OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON DECEMBER 6, 2022 AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The December 6, 2022 regular meeting of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 7:00 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

Members present: Mayor Jason Cole, Vice-Mayor Steve Noe, Alderman-Elect Carol Haas, and Alderman-Elect Kara Hobbs.

Alderman Dennis Waldron was absent.

A prayer was led by Vice-Mayor Noe. The Pledge of Allegiance was led by Alderman-Elect Haas.

ORDER OF BUSINESS

1. Oath of Office Ceremonies – Mayor Jason Cole, Alderman Carol Haas, and Alderman Kara Hobbs.

Judge William Cartwright administered the Oath of Office to Mayor Jason Cole.

Judge William Cartwright administered the Oath of Office to Alderman Carol Haas.

Judge William Cartwright administered the Oath of Office to Alderman Kara Hobbs.

2. Approve Minutes: November 1, 2022 Regular Meeting.

A motion, made by Vice-Mayor Noe, seconded by Alderman Haas, to approve the minutes of the November 1, 2022 Regular Meeting, was adopted with all voting AYE.

3. Presentations:

- A. Certificate of Appreciation – Magen Honeycutt.** Mayor Cole, State Representative Robert Stevens, County Commissioner Laura Davidson, and County Commissioner Phil Wilson presented a Certificate of Appreciation to Magen Honeycutt for her time on the Board.

4. Department Reports:

- A. Police Department.** Police Chief Burrel Davis gave the report for the Police Department.
- B. Fire Department.** Fire Chief Ronny Beasley gave the report for the Fire Department.
- C. Parks & Recreation Department.** Mr. David McGowen gave the report for the Parks & Recreation Department.
- D. Library.** Ms. Donna Bebout gave the report for the Library.
- E. Finance Department.** Ms. Tonya Williams gave the report for the Finance Department.
- F. Water Treatment Plant.** Mr. Daniel Campbell gave the report for the Water Treatment Plant.

Alderman Waldron arrived.

OLD BUSINESS**5. Second Reading - Ordinance #2022-24 - An Ordinance to Amend the Fiscal Year 2022-2023 Fire Impact Fee Fund Budget.**

A motion was made by Alderman Haas, seconded by Alderman Hobbs, to approve Ordinance #2022-24 on second reading, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Hobbs	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE

6. Second Reading - Ordinance #2022-25 - An Ordinance to Amend the Fiscal Year 2022-2023 General Fund Budget.

A motion, made by Alderman Haas, seconded by Mayor Cole, to approve Ordinance #2022-25 on second reading, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Hobbs	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE

CONSENT AGENDA (All items under the Consent Agenda are deemed to be non-controversial and routine in nature by the governing body. They will be approved by one motion of the governing body. The items on the Consent Agenda will not be discussed.)

7. Consent Agenda Items:

A. Approve City Bids and Purchases:

1. Bid Amendment – Asphalt Paving – Hawkins Asphalt Paving, LLC.

B. Approve Renewal of the Cooperation with Civillian Law Enforcement Officials Agreement with the Department of the Navy, Naval Surface Warfare Center for Equipment to be Used by the Police Department.

C. Authorize Chief Davis to sign an Addendum to the Law Enforcement Support Officer Program State Plan of Operation.

D. Approve Agreement for Engineering Services form CTI for the Sub-basin Master Plan Agreement for the East Hurricane Creek Drainage Basin.

E. Approve Contract with Nashville Party Authority for DJ Services at the Father-Daughter Dance on February 4, 2023 at the Multi-Purpose Building.

F. Approve a grant contract with the State of Tennessee Library and Archives for the purchase of computers for the Library.

G. Approve Amendment with CTI Engineers for General Consultation Services Regarding New Hourly Rates.

H. Approve Amended Streetlighting Agreement with Path Company and Middle Tennessee Electric Membership Corporation for the Installation of LED Street Lights.

I. Approve Third Amdendment to the Purchase and Sale Agreement with Trinidad/Benham Corp., for the Purchase of the Public Works Facility Located at 148 International Blvd.

J. Approve Vendor Agreement for Participation in the Low Income Household Water Assistance Program with Mid-Cumberland Community Action Agency.

K. Approve Meeting Calendar for 2023.

A motion, made by Vice-Mayor Noe, seconded by Mayor Cole, to approve the consent agenda as recommended, was adopted with all voting AYE.

NEW BUSINESS

8. Resolution #2022-26 - A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.

A motion was made by Alderman Haas, seconded by Mayor Cole, to approve Resolution #2022-26, was adopted following a roll-call vote.

Alderman Waldron

AYE

Alderman Hobbs	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE

9. **Resolution #2022-27- A Resolution to Donate Surplus Stop Sticks to Weakley County Sheriff's Office.**

A motion made by Alderman Hobbs, seconded by Alderman Haas, to approve Resolution #2022-27, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Hobbs	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE

10. **Resolution #2022-28- A Resolution to Authorize City Officials and Employees to Take Such Action as They Deep Appropriate to Enforce the Bid Bond Submitted by Fellowship Construction, Inc., and issued by Ohio Farmers / Westfield Insurance Company.**

A motion, made by Vice-Mayor Noe, seconded by Mayor Cole, to approve Resolution #2022-28, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Hobbs	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

11. **Appoint or Remove Board / Committee Members:**

A. **Beautification and Arts Advisory Committee.** A motion, made by Mayor Cole, seconded by Alderman Haas, to appoint Alderman Kara Hobbs and Ann Marie Carter to the Beautification and Arts Advisory Committee, was adopted with all voting AYE, except Alderman Waldron, who ABSTAINED.

B. **Economic Development Advisory Committee.** A motion, made by Alderman Haas, seconded by Vice-Mayor Noe, to appoint Mayor Jason Cole to the Economic Development Advisory Committee, was adopted with all voting AYE, except Alderman Waldron, who ABSTAINED.

C. **Greenway Advisory Committee.** A motion, made by Alderman Haas, seconded by Vice-Mayor Noe, to appoint Alderman Hobbs to the Greenway Advisory Committee, was adopted with all voting AYE.

- D. **La Vergne Housing Authority.** Mayor Cole reappointed Chuck Isbell to the La Vergne Housing Authority.
- E. **Library Board.** A motion, made by Alderman Haas, seconded by Vice-Mayor Noe, to appoint Mayor Jason Cole to the Library Board, was approved with all voting AYE, except Alderman Waldron who ABSTAINED.
- F. **Local Emergency Planning Committee.** A motion was made by Mayor Cole, seconded by Vice-Mayor Noe, to appoint Alderman Haas to the Local Emergency Planning Committee, was approved with all voting AYE, except Alderman Waldron who ABSTAINED.
- G. **Parks & Recreation Advisory Committee.** Mayor Cole appointed Rick Autery to the Parks and Recreation Committee. The Board confirmed the appointments with all voting AYE, except Alderman Waldron, who ABSTAINED.
- H. **Planning Commission.** A motion, made by Mayor Cole, seconded by Vice-Mayor Noe, to appoint Alderman Carol Haas to the Planning Commission, was approved with all voting AYE, except Alderman Waldron and Alderman Hobbs, who ABSTAINED.

Mayor Cole removed Diane Sanders and John Rutledge from the Planning Commission. Mayor Cole appointed Mark Molnar and Graeme Coates to the Planning Commission.

- I. **Senior Citizens Advisory Committee.** Mayor Cole appointed Tabitha Howard to the Senior Citizens Advisory Committee. The Board confirmed the appointment with all voting AYE, except Alderman Waldron, who ABSTAINED.

MAYOR / ALDERMEN COMMENTS

Alderman Waldron reminded everyone to check on their pets and the elderly. He made comments about the sale of Fire Station 1. He stated his concerns. He also made comments about the agenda item that was removed.

Alderman Hobbs reminded everyone about the La Vergne Rescue Unit Fundraiser Ham Breakfast on Saturday. She stated that the South Waldron neighbors are doing a food drive. She stated that she and Diane Sanders were the best contacts for the drive. She thanked John Rutledge and Diane Sanders for their time on the Planning Commission. She made comments about the Mayor's decision regarding the Planning Commissioners terms.

Alderman Haas thanked everyone for coming tonight. She made comments about the Holiday season and wished everyone Happy Holidays.

Mayor Cole reminded everyone about the upcoming Holiday events at the Library. Mayor Cole wished everyone a Merry Christmas.

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 7:38 p.m.

Mayor

City Recorder

Approved: _____



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: January 3, 2023

Item Title: Approve Agreement for Engineering Services from Griggs and Maloney for Design of 24" Water Main from Mason Road to Sanders Tanks.

Department: Engineering

Presented By: Kyle Brown

Item Attachments: 1. Proposal for Engineering Services

Summary:

This is a proposal for engineering services related to the 24" water main extension from Mason Road to Sanders Tanks. Engineering services are to include survey, design, bidding, and construction oversight.

Background Information:

The City has been working toward a complete 24" water transmission main from the water treatment plant to the two Sanders water storage tanks in phases over the last several years. This project would complete the design of the 24" water transmission main from the plant to the tanks.

Financial Summary:

The cost of the proposal is \$239,700. The funding will come from the Water & Sewer fund.

Staff Recommendation:

Staff recommends approval.



P.O. Box 2968
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(615) 895-8221
Fax: (615) 895-0632

December 19, 2022

Mr. Kyle Brown, P.E.
Assistant City Administrator
City of La Vergne, Tennessee
5093 Murfreesboro Road
La Vergne, Tennessee 37086

**RE: PROPOSAL FOR ENGINEERING SERVICES: SURVEY, DESIGN, BIDDING, & CONSTRUCTION OVERSIGHT
24-INCH WATER MAIN FROM MASON ROAD TO SANDERS TANKS**

Dear Mr. Brown:

Griggs and Maloney, Inc. (G&M) is pleased to offer this proposal to the City of La Vergne to provide various engineering services for the 24-inch Water Main Extension from Mason Road to Sanders Tanks. Thank you for considering G&M to assist the City of La Vergne in this endeavor. This proposal includes topographical survey and preparation of the legal description and exhibits required for an easement through two parcels of land, engineering design plans & specifications, bidding phase services, and construction phase services.

The City of La Vergne has been working toward a complete 24" water transmission main from the La Vergne Water Treatment Plant to the two Sanders water storage tanks in phases over the past several years, which is considered Water Pressure Zone 1. Currently, there is an in-service 24" water transmission main from the intersection of Stones River Road and Hollandale Road to the intersection of Mason Road and Tech Park Drive installed parallel to main roadways in La Vergne (Stones River Road, Nir Shreibman Blvd/Waldron Road, Bain Drive, & Mason Road). There is an existing 12-inch waterline from this Mason Road and Tech Park Drive intersection traveling cross country, eastward up to the Sanders Tanks that is approximately 1,300 feet long. The proposed 24-inch water main would run parallel to this existing 12-inch. As the demand in the La Vergne water distribution system increases, the head loss in the existing 12-inch pipe increases, thus causing the pressure in the water system to increase to higher than desired levels and making it difficult to fill the Sanders Tanks. In addition when the pressure in the water system increases, it stresses other pipes in the water system piping network and can increase the potential for breaks in the water system. By installing a larger pipe, such as this recommended 24-inch water line, there is less head loss at the higher flow rates, thus allows for the tanks to be filled more quickly and to the full level.

Several options for improving Water Pressure Zone 1 were considered in the City of La Vergne's recently updated Water System Master Plan. Installing this segment of 24-inch water main was not only the shortest linear footage of pipe considered, but also by far the most effective at reducing the head loss pressure experienced at the maximum design flow rate pumped from the Water Treatment Plant with the Sanders Tanks at its highest level (worst case condition). This project was recommended as the top, immediate priority project in the Master Plan. Additionally, this project was included in the TDEC American Rescue Plan Act (ARPA) non-competitive grant application in November 2022. If approved by TDEC in February 2023, the City will be able to utilize these funds to help cover the Construction Contract costs.

G&M proposes to provide these survey, engineering design, bidding, and construction oversight phase services on a time and expense basis, but not to exceed, estimated cost of \$239,700.00, as shown in the "Estimate of Probable Cost" table below. No permitting activities or regulatory agency(s) permit fees, other than TDEC Division of Water Resources submittal, are included as components of this proposal. The conditions of the "Agreement for Engineering Services" between the City of La Vergne and Griggs and Maloney, Inc. dated July 5, 2005 will apply to this proposal.

We will bill monthly and payment will be due within 30 days of invoice. This project is included in the City's Fiscal Year 2022-23 approved budget.

City of La Vergne 24" Water Main from Mason Road to Sanders Tanks Estimate of Probable Cost for Survey, Design, Bidding, & Construction Phase Services		
Item No.	Description	Engineering Services
1	Survey (boundary as needed for easement, topo, legal description & required exhibits for easement)	\$20,000.00
2	Engineering Design - Plans & Specs, TDEC Submittal	\$85,400.00
3	Bidding Phase Services	\$5,000.00
4	Construction Oversight Services**, including ARPA Non-Competitive Grant related assistance*	\$107,500.00
5	Contingency (10%)	\$21,800.00
Total		\$239,700.00

Construction Budget Estimate:

\$1,000,000.00

Approx. 1,300 LF of 24" Watermain - through terrain

Tie into existing 24" on Mason Road/Tech Park Drive Intersection

Tie into existing water line(s) at Sanders Tanks Site

*ARPA related scope of work during construction has not yet been defined by TDEC. This estimate includes a 3.6% amount of the overall construction budget, based on TDEC allowing up to 6% for grant administrative services. Once the responsibilities required are defined by TDEC, this percentage may need to be adjusted depending on the magnitude of scope and the City's desired level of assistance for these tasks.

**Daily Inspection Services are typically performed by a City of La Vergne Inspector and is not included in this proposal at this time.

We appreciate the opportunity to assist you with this project. If you have any questions or concerns, please contact Jaimi Ensey or Ryan Maloney at (615) 895-8221. If this proposal is acceptable to you, please have the appropriate person sign this letter and return it to me to authorize G&M to proceed.

Sincerely,
GRIGGS & MALONEY, INC.



Ryan Maloney, P.E.
President

GRIGGS & MALONEY, INC.



Jaimi Ensey, P.E.
Senior Engineer

ACCEPTED BY CITY OF LA VERGNE

_____	_____
By (Name Printed)	By (Signature)
_____	_____
Title	Date

cc: Mr. Bruce Richardson, City of La Vergne
 Mr. Scott Tatalovich, City of La Vergne



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: January 3, 2023

Item Title: Approve Amendment to Professional Services Agreement with Ragan Smith Associates, Inc. for Design of Brookside Park Improvements.

Department: Engineering

Presented By: Kyle Brown

Item Attachments:

1. Amendment #1 - Brookside Park
2. Approved PSA - Ragan-Smith - Brookside Park - 2021-09-09

Summary:

The addendum is being requested due to the increased cost of park construction and design as reflected in additional cost adjustments for the project as approved by TDEC. Additional civil engineering efforts will also be required on this project to accommodate the floodplain limitations discovered with the boundary and topographical survey after the initial project scope was identified. Additional efforts will include revising the concept plan to fit grading and stormwater challenges due to the floodplain area.

Background Information:

The City entered into an agreement with Ragan Smith Associates in September of 2021 for the creation of site plan documents to be utilized for construction of Brookside Park. The cost of the original agreement was \$30,000.

Financial Summary:

The cost of the addendum is \$15,000.

Staff Recommendation:

Staff recommends approval.

September 20, 2022

VIA ELECTRONIC MAIL: kbrown@laveragnetn.gov

Mr. Kyle Brown
City of La Vergne
5175 Murfreesboro Road
La Vergne, TN 37086

RE: **AMENDMENT #1
BROOKSIDE PARK
LAVERGNE, TN**

Dear Mr. Brown:

Ragan-Smith-Associates, Inc. (RaganSmith) is pleased to offer this addendum to professional service agreement for the contract dated Aug 20th, 2121, and in accordance with this letter and the attached Contract Terms and Conditions which is attached hereto and incorporated by reference. This addendum is proposed as a lump sum agreement. The hourly rates attached with the current Contract Terms and Conditions will only apply if additional services are requested on an hourly basis in addition to the established lump sum amount.

Ragan-Smith-Associates, Inc. (RaganSmith) is pleased to propose the following adjustment in fee due to the increased cost of park construction and design as reflected in additional cost adjustments for the project as approved by TDEC. Additional civil engineering efforts will also be required on this project to accommodate the floodplain limitations discovered with the boundary and topographical survey as provided by the City of LaVergne (November 7th, 2022) after the initial project scope was identified. Additional efforts will include revising the concept plan to fit grading and stormwater challenges due to the floodplain area. The total design fee proposed for this project is well below the 15% of construction estimate cap that is established by TDEC for project design fees.

SCOPE OF SERVICES

RaganSmith proposes the following Scope of Services which represents our understanding of the requirements of the **Client** for this project.

Revised site layout and additional engineering design services

RaganSmith will provide a revised site layout in collaboration with the City of LaVergne and TDEC. RaganSmith will also provide additional civil engineering design to accommodate an increase in construction cost and detailed grading and stormwater challenges relevant from the onsite topo and boundary survey provided after the grant application / concept plan development.

SERVICES NOT INCLUDED

Professional services **RaganSmith** is capable of providing, however, not included (not limited) in this agreement and not currently anticipated to be required are:

- Building Architecture Elevations, Plans and Exhibits
- Geotechnical Subsurface Studies
- Land surveying
- Off-site public Infrastructure including Roadway, Drainage, Sanitary Sewer

NASHVILLE

315 Woodland Street
Nashville, TN 37206
(615) 244-8591

MURFREESBORO

100 East Vine Street, Suite 402
Murfreesboro, TN 37130
(615) 546-6050

CHATTANOOGA

1410 Cowart Street, Suite 200
Chattanooga, TN 37408
(423) 490-9400



- Hydrologic Studies, Aquatic Resource Alteration Permits, CORPS 404 Permits
- Construction Administration
- Retaining Wall Design
- FEMA Permitting
- FEMA LOMAR map adjustments
- Irrigation Plans

COMPENSATION

RaganSmith will provide the above Scope of Services for addendum #1 for the following ***lump sum professional service fee*** billed monthly based on percentage of completion:

Total Lump Sum Fee \$ 15,000.00

Should additional work be required outside the Scope of Services noted above, said work will be mutually agreed to prior to commencing and billed hourly according to the **Ragan-Smith Schedule of Services and Expenses, Contract Terms and Conditions** (attached). Invoices will be submitted monthly and are due and payable within 30 days of invoice date.

We appreciate the opportunity to provide this proposal to you. If you agree to the terms, please sign, and return a copy of this document that will serve as authorization to proceed with the work.

Sincerely,
RAGAN-SMITH ASSOCIATES, INC.

Brett Smith, PLA, AICP
Vice President

Kevin Guenther, PLA, LEEP AP
Vice President

BAS/KDG:kal

Attachment

CLIENT ACCEPTANCE and AUTHORIZATION TO PROCEED

By: _____

Date: _____

Printed/Typed Name: _____

Title: _____

**CONTRACT TERMS AND CONDITIONS**

SCHEDULE OF SERVICES AND EXPENSES - The below hourly billing rates are valid and effective for a period of one year from the date of the signed contract unless stated differently in the project specific work agreement. Hourly rates after this period will be based on the most current RaganSmith rate sheet and are therefore subject to increase.

PROFESSIONAL SERVICES

Classification	Hourly Rate
Principal	\$240.00
Senior Project Manager	210.00
Project Manager	185.00
Professional Engineer	160.00
- Civil Engineer - Traffic Engineer - Hydrology/Hydraulics Engineer - Environmental Engineer - Construction Engineer	
Registered Landscape Architect	\$150.00
Registered Land Surveyor	145.00
Planner	145.00

TECHNICAL SERVICES

Classification	Hourly Rate
Senior Designer	\$140.00
Senior Technician	135.00
Designer	115.00
Technician	115.00
Administrative Assistant	90.00

FIELD SURVEY SERVICES

Classification	Hourly Rate
Survey Manager	\$145.00
One Man Survey Crew	150.00
Two Man Survey Crew	200.00
Three Man Survey Crew	250.00
3-D Laser Scanning Survey Crew	275.00
Unmanned Aircraft Crew	300.00

CONSTRUCTION SERVICES

Classification	Hourly Rate
Construction Manager	\$180.00
CEI Resident Engineer	155.00
Asphalt/Concrete Plant Manager	130.00
Senior Inspector	120.00
CEI Contract Specialist	110.00
Inspector	95.00

EXPENSES

Expenses (not limited) are not included in the service fees of this agreement unless specifically stated.

Travel:	Cost
Travel and subsistence expenses (Lodging, meals, mileage, etc.)	
Subcontracts:	Cost
Sundries / Review/Submittal Fees:	Cost
Printing/reproductions:	Commercial Rates

Review/submittal fees over \$200 are to be paid by the client directly to the jurisdictional agency.

PARTIES, SERVICES, ASSIGNMENT AND ENTIRE AGREEMENT - RaganSmith Associates, Inc., as an independent consultant, agrees to provide consulting services to the Client for the Client's sole benefit and exclusive use. No third party beneficiaries are intended by this agreement. The ordering of services from RaganSmith constitutes acceptance of the terms and conditions set out in this Agreement. This Agreement may not be assigned by either party without prior written permission of the other party. This Agreement constitutes the entire understanding of RaganSmith and the Client and there are no other warranties or representation made other than as set forth herein and specifically within the Agreement.

STANDARD OF CARE - RaganSmith agrees to perform consulting services in accordance with the degree of care and skill ordinarily exercised by other reputable members of our profession under similar circumstances. No warranty expressed or implied is made or intended by this Agreement relating to the services provided by RaganSmith.

CONCEALED OR UNKNOWN CONDITIONS - If conditions are encountered at the site that are concealed or unknown, then RaganSmith will be entitled to an equitable adjustment in the contract sum or contract time or both.

OPINIONS OF COST - When requested by the Client, RaganSmith will use its best efforts, experience and judgment to offer an opinion of estimated construction costs. Such opinions are based on available historical data and are intended to provide an estimate of cost. No warranty of the actual construction cost is expressed or implied.

SITE ACCESS - Client will grant or obtain free access to the site for all equipment and personnel necessary for RaganSmith to perform the services set forth in this Agreement. Client will notify any and all tenants or possessors of the project site that Client has granted RaganSmith free access to the site.

JOB SITE SAFETY - Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the services, and with compliance with all OSHA regulations. Neither the professional activities of RaganSmith nor the presence of RaganSmith or its employees and sub-consultants on the job site shall relieve the General Contractor of its responsibilities.

INSURANCE - RaganSmith maintains insurance coverage including Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Errors and Omission Insurance. Certificates of Insurance will be furnished upon request.

LIMITATION OF LIABILITY - In recognition of the relative risks and benefits of the project to both the Client and RaganSmith, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the total aggregate liability of RaganSmith and its sub-consultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, to \$100,000 or RaganSmith's total fee for services rendered on the project, whichever is greater. Such claims and causes include, but are not limited to, claims for negligence, professional errors or omissions, negligent misrepresentation, strict liability, breach of contract, breach of warranty.

WAIVER OF CONSEQUENTIAL DAMAGE - RaganSmith and Client waive their right to recover consequential damages against each other, and RaganSmith and Client do hereby release each other from consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages including damages resulting from the termination of this Agreement.

PAYMENT TERMS - Client will be invoiced once each month for services performed during the preceding period. If payment is not received within thirty (30) days of the invoice date, the Client agrees to pay a service charge on the past due amount of one and one half percent (1 ½%) per month compounded monthly. The Client additionally agrees to pay all attorney fees, collection fees, court and lien costs, and other such expenditures incurred to satisfy any unpaid balance.

LIEN RIGHTS - The parties agree that the design services provided by RaganSmith under this Contract will improve the value of the real property, regardless of whether any physical improvements are made to the property in furtherance of RaganSmith's services, and the parties agree that RaganSmith will have lien rights in and to the property to the extent of the services provided by RaganSmith under this agreement regardless of whether any improvements are made to the property.

DISPUTE RESOLUTION/MEDIATION - In an effort to resolve any disputes that arise during or subsequent to the performance of services outlined in this Agreement, the Client and RaganSmith agree to submit all such disputes to mediation prior to the commencement of litigation.

TERMINATION - The Agreement may be only terminated for cause upon seven (7) days of written notice. In the event of termination, RaganSmith will be entitled to compensation for all services provided and expenses incurred up to and including the termination date.

City of La Vergne Tennessee
Professional Services Agreement

The City of La Vergne, Tennessee, hereinafter referred to as the "City" whose principal administrative offices are located at 5093 Murfreesboro Road, La Vergne, TN, 37086 and **Ragan Smith Associates, Inc.**, hereinafter referred to as the "Consultant", whose principle offices are located at **315 Woodland Street, Nashville TN, 37206**, hereby enter into this Professional Services Agreement, hereinafter referred to as the "Agreement" effective this **20th of August, 2021**, Hereinafter referred to as the "Effective Date" of this Agreement.

Section 1 - Scope

1.01 Overview

- A. Consultant shall provide, either through own or contracted forces, the scope of services defined in **exhibit "A"** of this agreement related to the **Brookside Park Improvements (See attached Conceptual Master Plan)**

Section 2 - Compensation

2.01 Not to Exceed

- A. The total contract amount shall be a **lump sum amount of \$30,000.00**

2.02- Basis of Compensation

- A. **Consultant shall be compensated for work performed monthly, based on percentage of project scope completion. If any additional services are requested by the City the Consultant shall be compensated on an hourly basis, at the rates shown in consultant's fee schedule, attached to this document as exhibit "B".**
- B. Consultant shall be compensated for material expenses such as printing, travel, etc. at the rates shown in the consultant's fee schedule, attached to this document as exhibit "B".
- C. Despite referencing the fee schedule no payment beyond the amount shown in Section 2.01.A will be authorized without an approved change order from the City.
- D. Consultant is responsible for all compensation to sub-contracted firms and individuals, according to the scope of services and fee schedules shown in exhibits "A" and "B" respectively.

2.03- Change Orders

- A. The not to exceed price may only be modified by a change order approved by the City.
- B. Change orders will only be considered in such cases where the scope changes due to request by the city, project conditions, or significant variation from the needed work is encountered.
- C. Change order pricing will be calculated at the rates shown in Exhibit "B" fee schedule.
- D. Change orders will be negotiated by City staff and the Consultant to provide an equitable resolution consistent with the project intent.
- E. The City is not obligated to accept change orders and work done outside the scope of the Contract and previously approved change orders will be done at risk to the Consultant.

Section 3 - Schedule

3.01- Schedule

- A. Consultant shall provide to the City a schedule of the work to be performed hereto attached as Exhibit "C"
- B. The Contract duration is for **365** calendar days
- C. Contract duration shall begin on the date that notice to proceed is issued by the City to the consultant
- D. The Contract duration and schedule may be modified by mutual agreement by both the City and Consultant if there no change in the contract amount. Agreement is to be documented with a change order signed by the City's project manager and an authorized employee of the Consultant.
- E. If the Contract duration and schedule change results in a change in the contract amount, Consultant must seek a change order pursuant to section 2.03.

3.02 - Notice to Proceed

- A. A Notice to Proceed will be issued by the City project manager after the contract is executed by both the City and the Consultant
- B. Work performed prior to the notice to proceed will be done at risk to the Consultant

Section 4 - Payment

4.01 - Invoices

- A. Consultant shall prepare and submit invoices to the City project manager on a monthly basis beginning on the first full calendar month after notice to proceed is issued, a copy will also be sent to the City finance department as well.
- B. The City will review and approve, deny, or request modification of the invoice based on deliverables, project updates, work summaries, and other relevant information
- C. Invoices will include the following:

1. Project Name
2. Name, address, contact number, and email for consultant
3. Not to exceed amount, adjusted for change orders
4. Cumulative paid
5. Current Billing
6. Accounting of work and materials provided based **on % of completion of scope**
7. Invoice date
8. Signature block for Consultant project manager
9. Signature block for City project manager
10. One page work summary narrative that outlines progress, project needs, deliverables, schedule updates, and other relevant information

4.02- Sales Tax

- A. The City is a tax exempt entity, invoices showing sales or use tax may be rejected

4.03- Payment

- A. City will pay approved invoices within thirty (30) days of receipt
- B. Invoices more than 30 days past due may have finance fee of 1% applied, fee must be included on new invoice documenting past due status, and fee will not count against the not to exceed amount shown in 2.01.A.
- C. Payment for services/materials rendered does not constitute complete acceptance of work performed, only acknowledgement that work was performed on the City's behalf
- D. If City fails to pay within sixty (60) days of invoice receipt the Consultant may suspend work until past due balances are paid
- E. Payment will not be subject to discount unless approved by both the City and the Consultant

4.04 Disputed Invoices

- A. If for any reason the City disputes an invoice, the City will notify the Consultant within fourteen (14) calendar days by email or letter stating the disputed items and amounts
- B. The City will pay non-disputed invoiced amounts in accordance with section 4.03

Section 5 - Consultants Responsibilities

5.01- Standard of Care

- A. Consultant will conduct work in accordance with established precedent, procedure, and professional judgment in accordance with the standard of care and skill exercised by their profession

- B. Consultant will act in a professional manner while undertaking work upon the city's behalf
- C. Consultant will communicate frankly and honestly with City staff and elected officials
- D. Consultant will not hold the City responsible for the technical accuracy of Consultant work products, Consultant will correct deficiencies in technical accuracy without additional compensation

5.02- Work by Others

- A. Consultant will hold all sub-consultants, contractors, and manufacturers to the same standard to which they are held, and will be accountable for their conduct and work products
- B. Consultant may rely upon the work of others as ordinarily or customarily furnished, however this will not relieve the consultant of their responsibilities regarding technical accuracy and professional conduct

5.03- Compliance

- A. Consultant will comply with all local, state, and federal laws in regards to the performance of this Agreement
- B. Consultant will comply with any and all policies, procedures, and instructions from the City that are applicable to the consultants performance under this agreement to the extent that compliance does not violate the standard of care, any local, state, or federal law, and the standards of professional practice

Section 6- City's Responsibilities

6.01-Project Manager

- A. City will provide a project manager whom will act as the City's representative in regards to the Agreement
- B. The City project manager will assist in scheduling required meetings with staff and elected officials
- C. The City project manager will review invoices, work submittals, and provide timely feedback
- D. The City project manager will work with the Consultant to arrange access necessary for the advancement of work, such as site visits, city databases, and records to which the city has existing arrangements to utilize

6.02- Information

- A. City will furnish any reasonably available information regarding the work in a timely manner when requested by the Consultant

- B. City will provide any policies, procedures, design requirements, or instructions necessary for the work in a timely manner

6.03- Compliance

- A. City will comply with applicable local, state, and federal laws and regulations

Section 7- Work Products

7.01- Deliverables

- A. Any study, report, plan, specification, design, map, or other project deliverable both in hard copy and digital formats shall be the property of the City
- B. The City may share as necessary any work product as required by the Freedom of Information Act if requested through proper channels
- C. Consultant may re-use, duplicate, modify, or share work products upon completion unless the sharing of work products presents a security or safety hazard to the City

Section 8- Insurance

8.01- Requirements

- A. Consultant will maintain insurance coverage with the following minimum limits
 1. Commercial General Liability with standard ISO coverage, two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence
 2. Automobile Liability Insurance with standard ISO coverage and combined single limits of one million dollars (\$1,000,000)
 3. Worker's Compensation Insurance with limits as required by statute and Employer's Liability insurance with limits of one million dollars (\$1,000,000) per employee for bodily injury by accident, one million dollars (\$1,000,000) per employee for bodily injury by disease, and one million dollars (\$1,000,000) policy limit for disease
 4. Professional Liability Insurance covering consultants negligent acts, errors, or omissions in performance of professional services with available limits of two million dollars (\$2,000,000) per claim and annual aggregate

8.02- Proof of Coverage

- A. Consultant will provide certificate(s) of insurance attached to this Agreement as exhibit "D" showing policy limits as described in 8.01.A of this Agreement

8.03- Coverage of the City

- A. Consultant will have the City endorsed as an additional insured party to the Consultants commercial general liability policy, which shall be primary and noncontributory

Section 9- Indemnification

9.01- Consultant Obligation

- A. Consultant will, to the fullest extent permitted by law, indemnify and hold harmless the City, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by Consultants negligent act, error, or omission in their performance of professional services and the scope included in exhibit "A" of this agreement

9.02- City Obligation

- A. The City will, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the City's negligent act

Section 9- Termination and Suspension

9.01- Suspension

- A. The city may suspend the work specified in this Agreement for up to ninety (90) days upon providing 14 calendar day notice to the Consultant
- B. The Consultant may suspend work if the City fails to pay for invoiced services pursuant to section 4.03.D of this agreement

9.02- Termination for Cause

- A. Either the City or the Consultant may terminate the Agreement for cause with thirty (30) days written notice in the event of substantial failure by either party to perform in accordance with the terms of the Agreement through no fault of the terminating party
- B. The City may terminate the Agreement for cause with seven (7) days notice in the event that the Consultant has performed an illegal, unethical, or negligent act that significantly impacts the ability of the City and Consultant to continue work together in good faith

9.03- Termination for convenience

- A. The City may unilaterally terminate the Agreement with or without cause with thirty (30) days notice

9.04- Payment following termination

- A. Necessary work to demobilize, consolidate, summarize, or deliver work products following termination may be invoiced to the City
- B. All work previously completed in accordance with the scope shown in exhibit "A" or under an approved change order may be invoiced and will paid pursuant to section 4.03
- C. The final invoice following termination, hereinafter referred to as the "termination invoice" shall be provided no later than forty five (45) days following receipt of the termination notice by either party
- D. The termination invoice shall follow the rate schedule shown in exhibit "B"

Section 10- Controlling Law

10.01- Controlling Law

- A. This agreement is to be governed by the Laws and Regulations of the state of Tennessee
- B. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement shall be brought in Rutherford County, Tennessee.

Section 11- Assignment, Bind Effect, Severability

11.01- Assignment

- A. Neither party to this Agreement may assign its duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent

11.01- Binding Effect

- A. City and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of both parties are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assignees) of such other party, in respect of all covenants, agreements, and obligations of this Agreement

11.02- Severability

- A. If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this agreement shall remain in full force and effect to the greatest extent possible and all remaining sections or provisions construed so that they are as consistent with both parties' intents as possible

Section 12- Dispute Resolution

12.01- Notice of Dispute

- A. Notice of a dispute will be provided in a formal letter or email
- B. Notice of Dispute by the City will be delivered by the City project manager to the City's main point of contact with the Consultant
- C. Notice of Dispute by the Consultant will be delivered to the City project manager

12.02- Methods of Dispute Resolution

- A. The City and Consultant agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of written notice of dispute
- B. If the City and Consultant fail to resolve the dispute through negotiation both parties agree to enter into non-binding meditation with a neutral third party mediator that shall be mutually agreed upon
- C. If mediation fails to resolve the dispute, or a mutually agreeable mediator cannot be found, the matter shall be decided by arbitration in accordance with the American

Arbitration Association. A panel of three arbitrators shall be required for any dispute in which the amount in controversy exceeds \$250,000. The decision rendered by the arbitrator(s) shall be final. Fee for the cost of arbitration shall be shared equally by both parties

Section 13- Force Majeure

13.01- Force Majeure

- A. Either party of this agreement shall be excused from any delays and/or failures in performance to the terms of this Agreement that arise from events beyond the reasonable control of either party, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, Unforeseen Governmental Action, Terrorism. Affected party will attempt to remedy to the extent possible said failures or delays and recommence under the terms of this agreement within a reasonable time of such remedy.

Section 14- Entire Agreement and Amendment

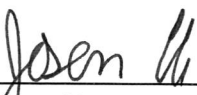
14.01- Entire Agreement

- A. This Agreement and the exhibits named herein represent the entire agreement between the City and the Consultant and supersede all prior negotiations, understandings, or agreements

14.02- Amendment

- A. Any amendment to this Agreement must be made in writing and signed by all parties prior to the performance of any terms or conditions contained in said amendment

The undersigned have duly executed and delivered this Agreement, and hereby declare that they have read, understand, and agree to each and every term, condition and covenant contained in this agreement and in any document incorporated by reference.



City of La Vergne

By: Jason Cole
Mayor



Ragan Smith Associates, Inc.

By: Kevin D. Guenther
Vice President



RaganSmith

August 20, 2021

Adam Leach, City Engineer
City of La Vergne
5175 Murfreesboro Road
La Vergne, TN 37086

**RE: BROOKSIDE PARK
 EXHIBIT "A"
 CITY OF LAVERGNE, TN**

Dear Mr. Leach,

RaganSmith is pleased to offer the following professional service agreement to The City of La Vergne for the Brookside Park Project.

PROJECT

Project Overview

The City of LaVergne has obtained a TDEC Parks and Recreation Grant to help develop Brookside Park, a neighborhood park located on Peak Top Trail. As part of the grant application a Conceptual Master Plan has been approved to establish the proposed park improvements. RaganSmith will create site plan documents to be utilized for construction of the park based on the following proposed scope of services:

SCOPE OF SERVICES

A. Preparation of Base Plan

RaganSmith will prepare a base plan depicting existing conditions by utilizing available GIS / aerial and the existing survey provided by the City of LaVergne to prepare a base plan to be utilized for project design. Existing tree masses and potential specimen trees shall be identified through aerial photography and on-site evaluation.

B. Site Improvements

1. Site Layout

RaganSmith will provide engineering layout and design of the site improvements proposed in accordance with the approved Conceptual Master Plan. Improvements will include the location of shelters, site furniture, parking area, drives, playground equipment, soccer field and sidewalks / multi use paths proposed for this park development. We will complete coordinate geometry and layout plans sufficient for construction control and for use by the contractor in field coordination of site construction.

2. Improvements Detailing

RaganSmith will provide engineering design and preparation for construction plans, site details, and specifications for the construction of the site improvements for this development. Any proposed shelter structures, playground structures, site lighting and sight furnishing details and specifications shall be provided by manufactures or agencies selected by the city to provide these site elements based on the Conceptual Master Plan.

C. Storm Water Pollution Prevention Plan (SWPPP)/Best Management Practice (BMP)
and Erosion Siltation Control Measures

NASHVILLE

315 Woodland Street
Nashville, TN 37206
(615) 244-8591

MURFREESBORO

100 East Vine Street, Suite 402
Murfreesboro, TN 37130
(615) 546-6050

CHATTANOOGA

1410 Cowart Street, Suite 200
Chattanooga, TN 37408
(423) 490-9400



Ragan-Smith will provide engineering design of erosion control and siltation measure required to be installed prior to beginning site improvement procedures. Design will be in accordance with The City of LaVergne criteria. Specific improvements will include considerations for sedimentation barriers, siltation fences, sedimentation ponds, tree protection and other measures.

C. Grading and Storm Water Management

1. Grading

Ragan-Smith will provide engineering design and preparation of construction plans for proposed grading improvements of earthwork materials on this site. Design plans will include proposed grade contours and spot elevations sufficient for construction and contractor's computation of cuts and fills and assessment of potential for balance of material on site or requirements for "borrow" and "haul-off, temporary placement.

2. Storm Water Management

Ragan-Smith will provide engineering design, layout and preparation of site drainage improvement plans for control of storm water run-off in compliance with the storm water management criteria of The City of LaVergne. Design will include considerations for storm water piping, catch basins, junction boxes, special ditching and other improvements and specifics relative to adequate control of site storm water runoff. We will analyze storm water hydrology and prepare study calculations for the hydraulics of storm water systems.

E. Site Utilities

1. Water

Ragan-Smith will provide engineering design and preparation of construction plans for the installation of proposed water service lines for this development. Design will consist of layout for the service lines and irrigation line connections to the public water main. It is anticipated that detailed irrigation plans shall be provided by others if needed.

2. Coordination with power, cable and gas companies to identify general project needs and points of connection for these utility services if needed.

F. Landscape Planting Plan

Ragan-Smith will provide landscape architecture services, including design and preparation of construction plans for the installation planting design. Planting plans will include placement, detailing and specifications required for the installation of all planting materials. Also considered will be re-stabilization of disturbed areas, site ground cover, and evaluation of green space open areas. Plans shall be submitted for Town of Smyrna review and shall be designed to provide adequate shade, parking screening and aesthetics as established in the Conceptual Master Plan.

G. Assistance with TDEC grant Administration

Ragan-Smith will assist the City of LaVergne in communicating with TDEC staff and will help provide documentation required as part of the TDEC Grant Management System.

H. Bid documents **Ragan-Smith** Shall assist with the preparation of bid documents, if needed by utilizing the existing City of LaVergne specifications, bidding and contract documents and making revisions or adding specialty items as appropriate for the project. Ragan-Smith will assist with the distribution of bid documents via electronic email upon request and approval of the city. Ragan-Smith will provide up to 6 hard copies of the bid documents to be distributed at the City's request.



- I. Pre bid Meeting **Ragan-Smith** shall assist in coordinating a pre-bid meeting for the project with the City of LaVergne if needed. The city shall be responsible for all bid advertisement and shall provide the location for a pre-bid meeting.

Material and data provided by City of La Vergne: All existing mapping, survey data, GIS data, and public utility information available for the site. All existing bid and specification documents typically used by the city for bidding projects. Park programing needs will be confirmed by City of La Vergne.

SERVICES NOT INCLUDED

Professional services currently not included in this agreement include:

- TDOT review or approval
- TDEC review or approval
- State or Federal Permits
- Traffic studies or transportation analysis
- Environmental engineering or analysis
- Utility infrastructure or capacity analysis
- Architectural design
- Detailed Irrigation Plans

Should additional work be required outside the Scope of Services noted above, said work will be mutually agreed to prior to commencing and billed hourly according to the RaganSmith *Schedule of Services and Expenses, Contract Terms and Conditions* (attached). Invoices will be submitted monthly and are due and payable within 30 days of invoice date.

We appreciate the opportunity to provide this proposal to you. If you agree to the terms, please sign and return a copy of this document that will serve as authorization to proceed with the work.

Sincerely,

RAGAN-SMITH ASSOCIATES, INC.

Kevin Guenther, PLA, LEED AP
Vice President

Wes Magill, PE
Associate

Attachment

CLIENT ACCEPTANCE and AUTHORIZATION TO PROCEED

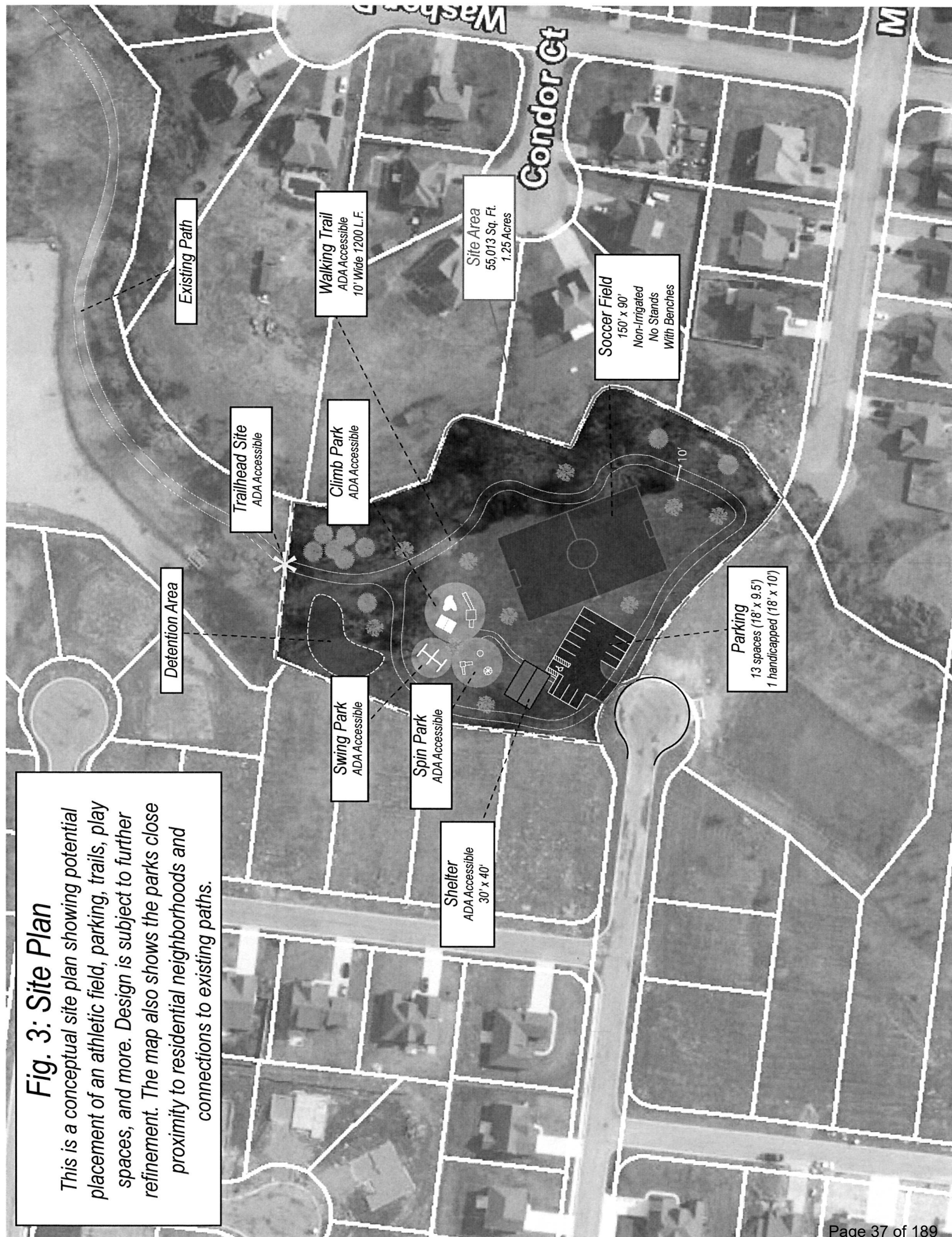
By:

Date: 9/9/2021

Printed/Typed Name: Jason Cole Title Mayor

Fig. 3: Site Plan

This is a conceptual site plan showing potential placement of an athletic field, parking, trails, play spaces, and more. Design is subject to further refinement. The map also shows the parks close proximity to residential neighborhoods and connections to existing paths.



SCHEDULE OF SERVICES AND EXPENSES

The below hourly billing rates are valid and effective for a period of one year from the date of the signed contract unless stated differently in the project specific work agreement. Hourly rates after this period will be based on the most current Ragan-Smith rate sheet and are therefore subject to increase.

PROFESSIONAL SERVICES

Classification	Hourly Rate
Principal	\$230.00
Senior Project Manager	200.00
Project Manager	170.00
Professional Engineer	145.00
• Civil Engineer	
• Traffic Engineer	
• Hydrology/Hydraulics Engineer	
• Environmental Engineer	
• Construction Engineer	
Registered Landscape Architect	\$135.00
Registered Land Surveyor	135.00
Planner	135.00

TECHNICAL SERVICES

Classification	Hourly Rate
Senior Designer	\$130.00
Senior Technician	125.00
Designer	105.00
Technician	105.00
Administrative Assistant	90.00

FIELD SURVEY SERVICES

Classification	Hourly Rate
Survey Manager	\$130.00
Two Man Survey Crew	150.00
Three Man Survey Crew	190.00
One Man Robotic or GPS Survey Crew	150.00
3-D Laser Scanning Survey Crew	275.00
Unmanned Aircraft Crew	300.00

CONSTRUCTION SERVICES

Classification	Hourly Rate
Construction Manager	\$170.00
CEI Resident Engineer	145.00
Asphalt/Concrete Plant Manager	120.00
Senior Inspector	110.00
CEI Contract Specialist	105.00
Inspector	90.00

EXPENSES

Expenses (not limited) are not included in the service fees of this agreement unless specifically stated.

Travel:	Cost
Travel and subsistence expenses (Lodging, meals, mileage, etc.)	
Subcontracts:	Cost
Sundries / Review/Submittal Fees:	Cost
Printing/reproductions:	Commercial Rates

Review/submittal fees over \$200 are to be paid by the client directly to the jurisdictional agency.

CONTRACT TERMS AND CONDITIONS

PARTIES, SERVICES, ASSIGNMENT AND ENTIRE AGREEMENT – Ragan-Smith Associates, Inc., as an independent consultant, agrees to provide consulting services to the Client for the Client's sole benefit and exclusive use. No third party beneficiaries are intended by this agreement. The ordering of services from Ragan-Smith constitutes acceptance of the terms and conditions set out in this Agreement. This Agreement may not be assigned by either party without prior written permission of the other party. This Agreement constitutes the entire understanding of Ragan-Smith and the Client and there are no other warranties or representation made other than as set forth herein and specifically within the Agreement.

STANDARD OF CARE – Ragan-Smith agrees to perform consulting services in accordance with the degree of care and skill ordinarily exercised by other reputable members of our profession under similar circumstances. No warranty expressed or implied is made or intended by this Agreement relating to the services provided by Ragan-Smith.

CONCEALED OR UNKNOWN CONDITIONS – If conditions are encountered at the site that are concealed or unknown, then Ragan-Smith will be entitled to an equitable adjustment in the contract sum or contract time or both.

OPINIONS OF COST – When requested by the Client, Ragan-Smith will use its best efforts, experience and judgment to offer an opinion of estimated construction costs. Such opinions are based on available historical data and are intended to provide an estimate of cost. No warranty of the actual construction cost is expressed or implied.

SITE ACCESS – Client will grant or obtain free access to the site for all equipment and personnel necessary for Ragan-Smith to perform the services set forth in this Agreement. Client will notify any and all tenants or possessors of the project site that Client has granted Ragan-Smith free access to the site.

JOB SITE SAFETY - Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the services, and with compliance with all OSHA regulations. Neither the professional activities of Ragan-Smith nor the presence of Ragan-Smith or its employees and sub-consultants on the job site shall relieve the General Contractor of its responsibilities.

INSURANCE – Ragan-Smith maintains insurance coverage including Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Errors and Omission Insurance. Certificates of Insurance will be furnished upon request.

LIMITATION OF LIABILITY - In recognition of the relative risks and benefits of the project to both the Client and Ragan-Smith, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the total aggregate liability of Ragan-Smith and its sub-consultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, to \$50,000 or Ragan-Smith's total fee for services rendered on the project, whichever is greater. Such claims and causes include, but are not limited to, claims for negligence, professional errors or omissions, negligent misrepresentation, strict liability, breach of contract, breach of warranty.

WAIVER OF CONSEQUENTIAL DAMAGE – Ragan-Smith and Client waive their right to recover consequential damages against each other, and Ragan-Smith and Client do hereby release each other from consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages including damages resulting from the termination of this Agreement.

PAYMENT TERMS – Client will be invoiced once each month for services performed during the preceding period. If payment is not received within thirty (30) days of the invoice date, the Client agrees to pay a service charge on the past due amount of one and one half percent (1 ½%) per month compounded monthly. The Client additionally agrees to pay all attorney fees, collection fees, court and lien costs, and other such expenditures incurred to satisfy any unpaid balance.

LIEN RIGHTS – The parties agree that the design services provided by Ragan-Smith under this Contract will improve the value of the real property, regardless of whether any physical improvements are made to the property in furtherance of Ragan-Smith's services, and the parties agree that Ragan-Smith will have lien rights in and to the property to the extent of the services provided by Ragan-Smith under this agreement regardless of whether any improvements are made to the property.

DISPUTE RESOLUTION/MEDIATION – In an effort to resolve any disputes that arise during or subsequent to the performance of services outlined in this Agreement, the Client and Ragan-Smith agree to submit all such disputes to mediation prior to the commencement of litigation.

TERMINATION – The Agreement may be only terminated for cause upon seven (7) days of written notice. In the event of termination, Ragan-Smith will be entitled to compensation for all services provided and expenses incurred up to and including the termination date.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: January 3, 2023

Item Title: Approve Agreement with Hands on Nashville for Volunteer Management, Recruiting, and Advertising for Stormwater Events.

Department: Stormwater

Presented By: Kyle Brown

Item Attachments: 1. Agreement - Hands On Nashville - 2023

Summary:

This is an agreement with Hands on Nashville to provide our volunteer management and to help with recruiting and advertising our stormwater events.

Background Information:

We have partnered with Hands on Nashville for the last two years.

Financial Summary:

The annual membership fee is \$200. The funding will come from the Stormwater fund.

Staff Recommendation:

Staff recommends approval.

Hands On Nashville

COMMUNITY PARTNER PROGRAM AGREEMENT

Hands On Nashville builds capacity for its partners by providing volunteer-management technology, strategy, consulting, and recruitment.



MEMBERSHIP FEES

Hands On Nashville's Community Partner Program membership fee is based on your annual operating budget and is a twelve (12) month membership that renews every January 1.

ANNUAL BUDGET	ANNUAL MEMBERSHIP FEE
< \$500,000	\$200
\$500,000-\$2 million	\$450
> \$2 million	\$600

* Payable by check or credit card. Credit card transactions require a 3.95% processing fee.

TO REGISTER AS A HON COMMUNITY PARTNER, ORGANIZATIONS MUST

- Be designated by the IRS as a 501(c)(3) nonprofit or faith-based organization with a profile on GivingMatters.com; OR a school, government agency, hospital, hospice or senior living facility.
- Have liability insurance that covers volunteers.
- Not withhold services based on membership or religious affiliation/participation.
- Not be a political campaign.

Hands On Nashville does not recruit or refer volunteers to:

- Work with private individuals independent of an agency.
- Engage in political campaigns and partisan activities.
- Make direct financial asks as part of fundraising activities.
- Take part in direct religious activity or proselytizing.

GENERAL POSTING POLICY

- All Partner staff using HandsOn Connect, HON's volunteer and project management system, must be trained within 60 days of becoming a Partner. Partners submit their volunteer opportunities directly through our online system at least one month (four weeks) prior to the project date.
- Hands On Nashville's intent is to promote projects that provide meaningful service opportunities and connect volunteers with your mission. Activities not appropriate for HON volunteers include proselytizing, political campaigning, handling money, or picking up or hauling trash.
- Hands On Nashville will only post/promote activities featuring a volunteer component. We are unfortunately unable to promote general invitations to events or activities.

USE OF TECHNOLOGY

- Licenses to use HandsOn Connect will be granted to individuals you designate to represent your agency that have participated in HandsOn Connect training.
- There is no sharing of licenses/logins to HandsOn Connect and HON.org; organizations must notify Hands On Nashville of licensed staff departures and/ or of new staff to be trained.
- HON strongly recommends that each Community Partner have two licensed HandsOn Connect users at your organization.

LIABILITY POLICY

- The partner organization agrees to accept all liability for volunteer events and activities hosted by the partner. Volunteer injuries, property damage, or any other damages arising from volunteer engagement through the Hands On Nashville website is the sole responsibility of the partner agency, and the partner agency agrees to waive related all liability for Hands On Nashville.
- The partner organization must carry at least \$1 million in liability insurance. Volunteer accident insurance is inexpensive, and Hands On Nashville recommends that partners also carry this insurance coverage.
- The partner organization agrees to provide adequate safety training and proper tools and equipment. The partner must ensure that volunteers have sufficient personal protective equipment, either by providing such or requiring volunteers to bring required equipment.
- Hands On Nashville makes no warranties or guarantees that volunteers who express interest in a project fit the partner's criteria for service. Partners should provide any screening necessary to ensure the safety of other volunteers and program participants.
- Hands On Nashville makes no warranties or guarantees that postings on its website will result in volunteer signups. HON will gladly assist you in crafting a compelling service opportunity and provide relevant advice on methods to increase recruitment.

OUR COMMITMENT TO INCLUSION

- Hands On Nashville is committed to developing our organization and programs to reflect our belief that Nashville is powered by people of all ages, races, ethnicities, skin tones, sexes, genders, sexualities, religions, abilities, and socioeconomic statuses engaging in service together.
- Hands On Nashville believes that volunteering is for everyone and does not discriminate on the basis of race, color, national origin, age, disability or sex. Hands On Nashville's intent is to promote projects that provide meaningful service opportunities and connect volunteers with your organizational mission.
- Hands On Nashville does partner with both religious institutions and government entities, as well as nonprofit organizations. Partners seeking membership must not withhold services based on membership or religious affiliation/participation. Any projects listed on hon.org must benefit the community and not discriminate. Activities not appropriate for Hands On Nashville volunteers include proselytizing, any direct religious activity, or political campaigning.
- Hands On Nashville may waive partnership fees following disasters, public health crises, or other specific issues facing our community. Complimentary Partners are still required to share a COI and sign HON's partnership agreement, accepting these nondiscrimination policies prior to posting.

AGREEMENT AND SIGNATURE

By signing below, I affirm that I/we have read and understand the Hands On Nashville Community Partner Agreement, and agree to abide by this policy in order to uphold our responsibility in Partnership.

City of La Vergne - Stormwater Department

ORGANIZATION NAME

EXECUTIVE DIRECTOR SIGNATURE

DATE

AMX Thompson

VOLUNTEER COORDINATOR/ADMINISTRATOR SIGNATURE

11/21/2022

DATE



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: January 3, 2023

Item Title: Approve Agreement for Engineering Services from CTI for the Sub-basin Master Plan for the Hollandale Road Drainage Basin.

Department: Engineering

Presented By: Kyle Brown

Item Attachments: 1. Agreement for Engineering Services - Hollandale Road Subbasin Master Plan

Summary:

This is an agreement with CTI to study and provide a plan for sewer improvements for a sub basin of the Hollandale Road drainage basin.

Background Information:

The Hollandale Road Drainage Basin and the adjacent Stones River Drainage Basin are areas that are experiencing growth and have additional potential growth in residential development. The existing sanitary sewer in this area is at or nearing capacity. Staff has requested CTI to provide a proposal to study this area and provide a plan to account for any existing capacity issues and to plan for any needed improvements for the expected growth in the basin.

Financial Summary:

The cost of this agreement is not to exceed \$20,000. The funding will come from the Water & Sewer Fund.

Staff Recommendation:

Staff recommends approval.



3354 Perimeter Hill Drive
Suite 140
Nashville, TN 37211
615-834-8300
www.ctiengr.com

VIA E-MAIL

December 19, 2022

Kyle Brown, PE
Assistant City Manager
City of La Vergne, Tennessee
5093 Murfreesboro Road
Nashville, TN 37086

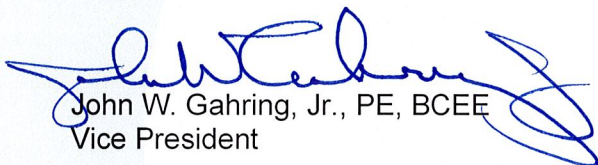
Subject: City of La Vergne, Tennessee
Hollandale Road Drainage Basin
Subbasin Master Plan
CTI Proposal NP22024

Dear Mr. Brown:

In response to your request, we are submitting an agreement for engineering services relative to the development of a subbasin master plan for the Hollandale Road Drainage Basin. We propose to provide these professional services on an hourly rate basis not to exceed \$20,000.00. Of course, we will attempt to complete the work for less.

If the agreement is acceptable to you, please execute and return one signed copy to this office. Receipt of a signed copy will constitute our authorization to proceed. We appreciate your confidence in our project team and look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John W. Gahring, Jr.', is written over the typed name and title.

John W. Gahring, Jr., PE, BCEE
Vice President

Attachments

c: Mr. Bruce Richardson, City Administrator
Mr. Michael Dietz, Public Works Director
Mr. Scott Tatalovich, Utility Engineer

AGREEMENT FOR ENGINEERING SERVICES

This Agreement made this ____ day of _____ 2023, by and between the City of La Vergne, Tennessee (hereinafter referred to as CLIENT) and Consolidated Technologies, Inc., dba CTI Engineers, Inc., 3354 Perimeter Hill Drive, Suite 140, Nashville, Tennessee 37211 (hereinafter referred to as CTI).

Whereas, the CLIENT desires to engage CTI to perform certain professional services in connection with Hollandale Road Drainage Basin Subbasin Master Plan (hereinafter referred to as the project).

Now, therefore, the CLIENT and CTI do hereby agree as follows:

1. CTI shall provide engineering services for the project as outlined in attached Appendix B, Scope of Services, in accordance with the terms and conditions of this Agreement.
2. The CLIENT shall assume responsibilities relative to the project as outlined in the attached Appendix B, Scope of Services.
3. For the hourly rate services provided by CTI as outlined in the attached Appendix B, Scope of Services, CTI will be paid at the following hourly rates plus 110 percent of direct non-salary expenses. The total hourly rate fee will not exceed \$20,000.00 without the prior written authorization of the CLIENT.

CTI Personnel Classification	Hourly Rate
Executive Engineer/Manager	\$232
Senior Project Engineer/Manager	220
Project Engineer/Manager	167
Landscape Architect	151
Architect	142
Engineer	137
IT Specialist	132
Engineer Intern	115
Senior Drafter/Technician	110
Drafter/Technician	105
Senior Project Representative	102
Project Representative	93
Senior Administrative	99
Senior Clerical/Secretarial Support	93
Clerical/Secretarial Support	86

Hourly rates are effective through June 30, 2023.

Direct non-salary expenses will be invoiced at cost plus 110 percent. These expenses shall include subcontracts, travel and subsistence, computer and CADD service charges, communications, field supplies and equipment rental, reproduction, and other project-related expenses.

4. Additional services may be performed when authorized in writing by the CLIENT. Compensation for these additional services shall be at salary cost plus 120 percent of salary cost plus 110 percent of direct non-salary expenses.

Salary costs shall include the salaries and wages paid to all CTI personnel engaged directly on the project, plus the cost of customary and statutory benefits and payroll taxes. Direct non-salary expenses shall include subcontracts, travel and subsistence, computer and CADD service charges, communications, field supplies and equipment rental, reproduction, and other project-related expenses.

5. Invoices will be submitted by CTI monthly. For lump sum services, the invoice amount will be based upon the percentage of work completed during the period. For cost-plus or hourly rate services, the invoice amount will be based upon the time and expenses chargeable to the project during the period.
6. Payments for invoices submitted by CTI are due and payable upon receipt. Payments due CTI under this Agreement are subject to a service charge of 1-1/2 percent per month on all balances not paid within twenty-five (25) days after the date of receipt of invoice.

Unless otherwise stipulated in writing, CTI is authorized to begin work on the project upon receipt from the CLIENT of an executed copy of this Agreement.

The following appendices are attached hereto and made a part of this Agreement as if written herein: Appendix A, General Conditions, and Appendix B, Scope of Services.

In witness whereof, both parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

ACCEPTED BY CLIENT:

BY _____

NAME _____ Jason Cole

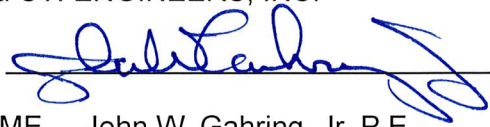
TITLE _____ Mayor

DATE _____

(Insert here and on first line)

ACCEPTED BY CTI:

CONSOLIDATED TECHNOLOGIES, INC.
dba CTI ENGINEERS, INC.

BY  _____

NAME _____ John W. Gahring, Jr. P.E.

TITLE _____ Vice President

DATE _____ 12/19/2022

APPENDIX A GENERAL CONDITIONS

1. **Standard of Care.** Services performed by CTI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same or similar locality under similar conditions. CTI makes no warranty or guarantee, either expressed or implied, as part of this Agreement. CTI shall not be liable in the event that erroneous information is supplied by the CLIENT or a responsible third party not under contract to CTI, and CTI in good faith subsequently relies upon and incorporates such information into its documents.
2. **Non-Disclosure.** CTI shall not disclose or permit disclosure of any information designated in writing by the CLIENT as confidential, except to its employees and subcontractors who need such information in order to execute the services under this Agreement.
3. **Opinions of Cost.** Where applicable, statements concerning probable construction cost or cost estimates prepared by CTI represent the judgment of design professionals familiar with the construction industry. It is recognized, however, that neither the CLIENT nor CTI has any control over the cost of labor, materials, or equipment; the contractor's methods of determining bid prices; or competitive bidding or market conditions. Accordingly, CTI cannot and does not guarantee that bids or construction costs will not vary from any statement of probable construction cost or other cost estimate prepared by CTI.
4. **Ownership and Reuse of Documents.** Any calculations, drawings, specifications, manuals, and reports developed pursuant to this Agreement, including files and documents in electronic format, are instruments of service, and CTI shall retain all ownership, copyrights, and intellectual property interests therein. The CLIENT may, at its expense, make copies for information and reference in connection with use and occupancy of the project. However, such documents are not intended to be suitable for reuse by the CLIENT without verification and adaptation by CTI, and any reuse will be at the CLIENT'S sole risk and without liability to CTI.
5. **Electronic Copies of Documents.** CTI shall not be required to provide electronic copies of documents or CADD files unless specifically required by the Scope of Services. Any electronic or CADD file shall be considered a convenience to the CLIENT. Format and layering shall be CTI's standard unless required otherwise by the Scope of Services. In the event of a discrepancy or difference between an electronic or CADD file and a hard copy, the sealed paper copy shall govern. Due to the easily alterable nature of electronic files, CTI makes no warranty, express or implied, with respect to the accuracy, completeness, absence of viruses, or fitness for any particular purpose or use. The CLIENT shall not make modifications to or permit others to make copies of or modifications to electronic copies of documents or CADD files without prior written authorization of CTI.
6. **Insurance.** CTI shall, during the performance of the Agreement, keep in force statutory Workers Compensation Insurance, Comprehensive General Liability, and Automobile Liability Insurance with a combined single limit of \$1 million for bodily injury and property damage, and Professional Liability Insurance with an aggregate limit of \$2 million.
7. **Limitation of Liability.** In recognition of the relative risks and benefits of the project to the CLIENT and to CTI, the CLIENT agrees to an allocation of risks such that CTI's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes shall not exceed \$100,000 or two times the amount of CTI's total fees for services rendered on the project, whichever is greater. The CLIENT agrees that CTI's officers, employees, and agents will have no personal liability to the CLIENT for any damages arising out of or relating to this Agreement. It is further agreed that the parties each waive their right to indirect, incidental, special, consequential, or punitive damages.
8. **Suspension, Cancellation, and Termination.** The CLIENT may terminate this Agreement for the CLIENT'S convenience and without cause upon giving CTI not less than 30 calendar days' written notice. Either party may terminate the Agreement immediately upon the other's filing for bankruptcy, insolvency, or assignment to creditors. This Agreement may be terminated by either party for cause upon 30 calendar days' written notice of a substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party; cancellation of the project; suspension of CTI's services for more than 90 calendar days; or material changes in conditions or the nature of the project and failure of the parties to reach agreement on compensation and schedule adjustments necessitated by such changes. During the 30-day period, the party receiving the termination notice shall have the right to cure the failure or submit a plan to cure acceptable to the other party. In the event the Agreement is terminated by either party, CTI shall be compensated for services performed up to the date of termination.
9. **Force Majeure.** If an event or circumstance beyond CTI's reasonable control occurs, including without limitation an act of God, fire, flood, hurricane, wind event, storm, weather disturbance, earthquake, pandemic, disease, epidemic, or other viral or bacterial outbreak, government-ordered shutdown, quarantine or shelter-in-place order, an act or omission of a third party, strike, war, riot, terrorism or threat of terrorism, civil unrest, or any other event or circumstance not within the reasonable control of CTI, whether similar or dissimilar to any of the foregoing, that cause CTI delay or additional expense ("Force Majeure Event"), then CTI is entitled to an equitable adjustment in the contract price or time for performance. If any Force Majeure Event renders CTI's performance impossible or impracticable, CTI has the right to terminate performance under this Agreement consistent with any termination requirements that might exist in this Agreement. Upon occurrence of a Force Majeure Event, CTI will notify the CLIENT within a reasonable time that a Force Majeure Event has occurred and its anticipated impact on CTI's performance, including its expected duration. CTI will use reasonable efforts to mitigate the impact of any Force Majeure Event on CTI's ability to perform under this Agreement.
10. **Non-Payment.** If the CLIENT does not make timely payments on invoices to CTI, CTI may, upon giving 30 calendar days' written notice of its intent to do so, suspend its services or terminate this Agreement by reason of non-performance on the part

of the CLIENT. Should an attorney or agency be required for the collection of any payments due under this Agreement, the CLIENT agrees to pay the full cost of collection, including reasonable attorney's or agency's fees, in addition to any other fee or payment due.

11. **Disputes.** All claims, disputes, and other matters in question between the parties relative to this Agreement shall first be submitted to nonbinding mediation, unless the parties mutually agree otherwise. In the event the parties are unable to reach a settlement of any dispute or claim arising out of services under this Agreement through mediation, the parties may pursue their respective remedies at law or equity, unless the amount in controversy exceeds \$250,000, in which case the matter shall be decided by arbitration. A panel of three arbitrators shall be required. The decision rendered by the arbitrators shall be final and shall be specifically enforceable under the prevailing law of any court having jurisdiction. Fees of the arbitrators shall be shared equally by both parties. Neither the CLIENT nor CTI shall have the right to join a third party to any proceedings between the CLIENT and CTI unless the other party to this agreement consents to the joinder.
12. **Construction Phase Services.** Neither the activities of CTI under this Agreement nor the presence of its employees or agents at the job site shall imply any responsibility for the CLIENT's or construction contractor's methods of work performance, superintendence, supervision, sequencing of construction, or safety on or about the job site. CTI shall not be responsible for the failure of any contractor, subcontractor, or supplier not under contract to CTI to fulfill its responsibilities to the CLIENT or to comply with federal, state, or local laws/regulations/codes. CTI shall not be bound by any provision or obligation contained in the construction contract documents unless specifically included or referenced in the Scope of Services of this Agreement.
13. **Resident Observation.** Where applicable, services under "Resident Observation" or "Resident Project Representation" are provided to help minimize the risk of defects and deficiencies in the work of the construction contractor. Such services will consist of visual observations of the construction work and the equipment and materials used therein to enable CTI to render its professional opinion as to whether the work, in general, is proceeding in accordance with the contract documents. Such observation activities shall not be relied upon by any party as acceptance of the work, nor shall they relieve any party from fulfillment of customary and contractual responsibilities and obligations.
14. **Subsurface Investigations.** For services involving underground investigations and borings, the CLIENT understands that there is a risk that underground conditions may vary between, below, and beyond the actual locations explored. Accordingly, CTI cannot and does not guarantee that underground conditions encountered during construction will not differ from those indicated by the investigation.
15. **Hazardous Materials.** Hazardous materials may exist at a site when there is no reason to believe they could or should be present. The CLIENT agrees that discovery of unanticipated hazardous materials constitutes a changed condition which may be cause for additional compensation. At no time shall the actions of CTI on or off the project site be interpreted to make CTI an owner, operator, generator, transporter, or disposer of hazardous materials. CTI shall notify the CLIENT upon discovery of unanticipated hazardous materials. The CLIENT shall make any disclosures required by law to appropriate regulatory agencies or to the property owner, if the project site is not owned by the CLIENT.
16. **Fees and Taxes.** The CLIENT shall pay any applicable sales taxes, review fee(s), and/or permit fee(s) in the manner and amount required by law.
17. **Expert Witness Services.** CTI's services under this Agreement do not include participation in mediation, litigation, arbitration, or administrative judicial hearings on behalf of the CLIENT. Such services, if required, would be considered additional services subject to additional compensation.
18. **Purchase Orders.** The CLIENT agrees that these conditions supersede any standard terms and conditions contained in a preprinted purchase order issued by the CLIENT in connection with the project.
19. **Assignment and Successors.** Neither party shall assign, transfer, or sublet any rights under or interest in this Agreement without the prior written consent of the other party. This provision shall not prevent CTI from employing independent subconsultants and subcontractors to assist CTI in the performance of its duties. Each party binds itself to the successors, administrators, and assigns of the other party in respect to all covenants of this Agreement. Nothing in this Agreement shall be construed to give any rights, benefits, or causes of action to anyone other than the CLIENT and CTI.
20. **Waiver.** Any failure by CTI to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and CTI may subsequently require strict compliance at any time.
21. **Severability.** Should any provision of this Agreement be later found to be unenforceable for any reason, it shall be deemed void, and all remaining provisions shall continue in full force and effect.
22. **Governing Law.** This Agreement shall be governed by the laws of the State of Tennessee.
23. **Entire Agreement.** This Agreement represents the entire agreement between the CLIENT and CTI and supersedes all prior negotiations, understandings, or agreements, either written or oral, for the project. This Agreement may only be amended or supplemented by a duly executed written instrument. CTI is not obligated to begin services under this Agreement until it receives a fully executed, original copy (not a fax) of the Agreement.

APPENDIX B

APPENDIX B SCOPE OF SERVICES

A. Background

The Hollandale Road Drainage Basin and the adjacent Stones River Drainage Basin are areas that have potential growth in medium and low-density residential development. In 2020 the City of La Vergne's Master Plan was updated to incorporate the adopted 2040 Comprehensive Land Use Plan. The updated master plan focused primarily on two goals; to analyze the capacity of the existing sewer system infrastructure; and identifying infrastructure improvements to handle the increased wastewater flows resulting from predicted growth. The evaluation of existing infrastructure and the subsequent proposed improvements were based on peak future flows at total buildout. While the report was deemed to be comprehensive with improvements listed for interceptors and pump stations, it was not specific to infrastructure within subdivisions where future connections could impact available capacity within the existing gravity sewer laterals, submains, and trunk lines. This report will provide an investigation of the recent proposed developments within the subbasin, the impacts of additional flow at proposed connections to the existing infrastructure and required improvements.

B. Services of CTI

CTI will provide the following services in connection with the 2019 Sewer System Master Plan Update for the City of La Vergne:

1. Inventory of Existing Conditions

CTI will assemble information on the existing subbasin sewer system, including:

- a. Maps and reports;
- b. Zoning, land use, and development maps and proposals;
- c. Previous engineering reports and studies.

2. Identification of Constraints

CTI will identify constraints that might impact sewer construction and/or operation and strategies for dealing with such constraints, including:

- a. State water quality regulations and design criteria;
- b. Land availability; and
- c. Floodplains.

3. Development of Future Flows and Loads

CTI will determine design flow and loads based on information obtained from the developer's proposed site plans and on engineering judgment.

4. Development of Proposed Facility Improvements

CTI will prepare preliminary alternatives for sewer facilities, including:

- a. Conventional gravity sewers, or
- b. Low pressure grinder pumps.

5. Preparation of Sewer System Layouts

- a. CTI will prepare layouts of recommended improvements and any new routes for construction of sewer collection, interceptor, and pumping facilities. The facilities

will be depicted on maps which are compatible with the existing maps utilized by the City of La Vergne.

b. CTI will separately itemize the project requirements for the sewer connection of the proposed Lake Woods Phase 11 development.

6. Preparation of Cost Estimates

CTI will estimate construction costs of major sewer facilities, as well as costs for legal services, administration, land acquisition, engineering, and contingencies.

8. Summary Report

CTI will prepare a report summarizing the findings and recommendations of the subbasin master plan. CTI will also make recommendations on whether assessment zones would be beneficial to the city. The report will contain reduced copies of the maps.

C. Responsibilities of CLIENT

The CLIENT will be responsible to:

1. Provide all criteria and full information as to its requirements for the project.
2. Upon identification by CTI and approval by the CLIENT of the necessity and scope of information required, furnish CTI with data, reports, surveys, and other materials and information required for this project, except those included in CTI's scope of services.
3. Acquire all land, easements, and rights-of-way as required for this project.
4. Provide access to the project site and make all provisions for CTI to enter upon public and private lands as required for CTI to perform its services under this Agreement.
5. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals, and other documents presented by CTI to the CLIENT, and render in writing the CLIENT's decisions pertaining thereto within a reasonable time so as not to delay the services of CTI.
6. Give prompt written notice to CTI whenever the CLIENT observes or otherwise becomes aware of any defect in the project.
7. Furnish to CTI, prior to execution of this Agreement, a copy of any design and construction standards the CLIENT shall require CTI to follow in performing its services under this Agreement.
8. Pay applicable permit and review fees assessed by regulatory agencies in connection with the project.
9. Furnish to CTI a copy of site safety and health plans and hazard communication (MSDS) information as required by OSHA regulations.

D. Additional Services

If authorized in writing by the CLIENT, CTI will furnish or obtain from others Additional Services of the types listed in the following paragraphs. These services are not included as part of Basic Services.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the CLIENT.
3. Services resulting from significant changes in the general scope, extent, or character of the project or its design including, but not limited to, changes in size, complexity, CLIENT's schedule, character of construction method or financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, or documents, or are due to any other causes beyond CTI's control.
4. Preparing to serve or serving as a consultant or witness for the CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the project (except for assistance in consultations which is included as part of Basic Services).
5. Preparation of documentation to assist CLIENT in obtaining variances or exemptions from codes or regulations.
6. Assistance in applying for and obtaining zoning changes and appeals.
7. Additional services in connection with the project, including services which are to be furnished by the CLIENT and services not otherwise provided for in this Scope of Services

E. Periods of Service

1. The provisions of this section and the various rates of compensation for CTI's services provided for elsewhere in this Scope of Services have been agreed to in anticipation of the orderly and continuous progress of the project through completion of the Planning Phase.
2. If the CLIENT has requested significant modifications or changes in the general scope, extent, or character of the project, the time of performance of CTI's services will be adjusted equitably.

3. CTI will endeavor to provide the Subbasin Master Plan within ninety (90) days of the effective date of this Agreement.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: January 3, 2023

Item Title: Approve Amendment #23-1 to Contract #2326-17 from the Greater Nashville Regional Council for the Provision of Senior Center Services.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. Amendment #23-1 - GNRC - Senior Center

Summary:

This is an amendment to the contract with GNRC that will provide additional funds to the Senior Center.

Background Information:

Amendment #23-1 will amend Contract #2326-17 with the Greater Nashville Regional Council and provide an additional \$3,787.50 in funding for the Senior Center in fiscal year 2022-2023. These funds will be used for Senior Center Operations.

Financial Summary:

Provides additional grant revenues of \$3,787.50 for the Senior Center.

Staff Recommendation:

Staff recommends approval.



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # LaVergneSC-G	Edison ID	Contract # 2326-17	Amendment # 23-1	
Grantee Legal Entity Name City of La Vergne - La Vergne Senior Center			CFDA # 93.044 (IIIB), 93.043 (IIID), 93.052 (III-E)	
Amendment Purpose & Effect(s) Addition of ARP funds				
Amendment Changes Contract End Date: ☐ YES ☐ NO		End Date: 6/30/2023		
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A): \$3,787.50				
Funding —				
FY	State/Federal	Interdepartmental	Other	TOTAL Contract Amount
2023	\$35,872.50			\$35,872.50
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
TOTAL:	\$35,872.50	\$ 0.00	\$ 0.00	\$35,872.50

**AMENDMENT 23-1 BETWEEN
THE GREATER NASHVILLE REGIONAL COUNCIL AND
CITY OF LA VERGNE - LA VERGNE SENIOR CENTER
TO CONTRACT 2326-17**

This Amendment is made and entered by and between the Greater Nashville Regional Council ("Agency") and City of La Vergne - La Vergne Senior Center ("Grantee") where the parties entered into a contract with an Effective Date of July 1, 2022 for the provision of senior center services ("Contract"); and

Section D.2 of the July 1, 2022 contract allows written amendments to the Contract.

The Contract is amended as follows:

1. Section C.1. is amended by deleting the original C.1. and substituting the revised C.1., below.

C.1. Maximum Liability. In no event shall the maximum liability of the Agency under this Grant Contract exceed Thirty-Five Thousand, Eight Hundred Seventy-Two Dollars And Fifty Cents (\$35,872.50) ("Maximum Liability") for FY 2023. The Grant Budget for FY 2023, attached and incorporated hereto as Attachment B, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
2. Attachment B (Grant Budget) is amended by deleting the original Attachment B and substituting the revised Attachment B, attached and incorporated herein.

Required Approvals. The GNRC is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of the Contract, said officials may include, but are not limited to, the GNRC, the Tennessee Commission on Aging and Disability, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective November 1, 2022 ("Effective Date"). All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

AGREED:

CITY OF LA VERGNE - LA VERGNE SENIOR CENTER:

JASON COLE, MAYOR

DATE

GREATER NASHVILLE REGIONAL COUNCIL:

MICHAEL SKIPPER, EXECUTIVE DIRECTOR

DATE

ATTACHMENT B

GRANT BUDGET				
Senior Center Services				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:		BEGIN: July 1, 2022	END: June 30, 2023	
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$22,557.67	\$1,835.53	\$24,393.20
4, 15	Professional Fee, Grant & Award	\$609.37	\$49.58	\$ 658.95
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$6,828.84	\$555.67	\$7,384.51
11. 12	Travel, Conferences & Meetings	\$365.15	\$29.71	\$ 394.86
13	Interest	\$0.00	\$0.00	\$ 0.00
14	Insurance	\$0.00	\$0.00	\$ 0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$ 0.00
17	Depreciation	\$0.00	\$0.00	\$ 0.00
18	Other Non-Personnel	\$1,723.97	\$140.28	\$1,864.25
20	Capital Purchase	\$0.00	\$0.00	\$ 0.00
22	Indirect Cost	\$0.00	\$0.00	\$ 0.00
24	In-Kind Expense	\$0.00	\$0.00	\$ 0.00
25	GRAND TOTAL	\$32,085.00	\$2,610.77	\$34,695.77

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies*, Appendix A. (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT B

GRANT BUDGET LINE-ITEM DETAIL:
Senior Center Services

PROFESSIONAL FEE, GRANT & AWARD	GRANT CONTRACT AMOUNT (Grantee Participation Not Included)
Professional Fee & Contracted Services	\$609.37
TOTAL	\$ 609.37

OTHER NON-PERSONNEL	GRANT CONTRACT AMOUNT (Grantee Participation Not Included)
Special Events	\$121.69
Miscellaneous	\$1602.28
TOTAL	\$1,723.97

SOURCE OF FUNDS	ALN	GRANT CONTRACT AMOUNT (Grantee Participation Not Included)
Federal Funds		
Title III-B Community Support Services	93.044	\$23,497.00
Title III-C-1 Congregate Meals Service	93.045	\$ 0.00
Title III-C-2 Home Delivered Meals Service	93.045	\$ 0.00
Title III-D Disease Prevention and Health Promotion Services	93.043	\$ 0.00
Title III-E National Family Caregiver Support Program	93.052	\$ 0.00
Title VII Long-Term Care Ombudsman Program	93.042	\$ 0.00
Title VII Elder Abuse Prevention Program	93.041	\$ 0.00
Nutrition Services Incentive Program (NSIP)	93.053	\$ 0.00
State Funds		
State Senior Centers Operations		\$8,588.00
State Home delivered Meals		\$ 0.00
State Homemaker		\$ 0.00
State Caregiver		\$ 0.00
State Guardianship		\$ 0.00
State HCBS/Options for Community Living Program		\$ 0.00
TOTAL		\$32,085.00

ATTACHMENT B

GRANT BUDGET				
Senior Center Services - ARP				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: July 1, 2022 END: June 30, 2023				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$3,787.50	\$ 0.00	\$3,787.50
4, 15	Professional Fee, Grant & Award	\$ 0.00	\$ 0.00	\$ 0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$ 0.00	\$ 0.00	\$ 0.00
11. 12	Travel, Conferences & Meetings	\$ 0.00	\$ 0.00	\$ 0.00
13	Interest	\$ 0.00	\$ 0.00	\$ 0.00
14	Insurance	\$ 0.00	\$ 0.00	\$ 0.00
16	Specific Assistance To Individuals	\$ 0.00	\$ 0.00	\$ 0.00
17	Depreciation	\$ 0.00	\$ 0.00	\$ 0.00
18	Other Non-Personnel	\$ 0.00	\$ 0.00	\$ 0.00
20	Capital Purchase	\$ 0.00	\$ 0.00	\$ 0.00
22	Indirect Cost	\$ 0.00	\$ 0.00	\$ 0.00
24	In-Kind Expense	\$ 0.00	\$ 0.00	\$ 0.00
25	GRAND TOTAL	\$3,787.50	\$ 0.00	\$3,787.50

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies*, Appendix A. (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT B

GRANT BUDGET LINE-ITEM DETAIL: Senior Center Services - ARP

SOURCE OF FUNDS	ALN	GRANT CONTRACT AMOUNT (Grantee Participation Not Included)
Federal Funds		
Title III-B Community Support Services	93.044	\$ 0.00
Title III-C-1 Congregate Meals Service	93.045	\$ 0.00
Title III-C-2 Home Delivered Meals Service	93.045	\$ 0.00
Title III-D Disease Prevention and Health Promotion Services	93.043	\$ 0.00
Title III-E National Family Caregiver Support Program	93.052	\$ 0.00
Title VII Long-Term Care Ombudsman Program	93.042	\$ 0.00
Title VII Elder Abuse Prevention Program	93.041	\$ 0.00
Nutrition Services Incentive Program (NSIP)	93.053	\$ 0.00
State Funds		
State Senior Centers Operations		\$3,787.50
State Home delivered Meals		\$ 0.00
State Homemaker		\$ 0.00
State Caregiver		\$ 0.00
State Guardianship		\$ 0.00
State HCBS/Options for Community Living Program		\$ 0.00
TOTAL		\$3,787.50



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: January 3, 2023

Item Title: First Reading - **Ordinance #2023-01** - An Ordinance to Amend Title 5, Chapter 4 of the La Vergne Municipal Code Regarding Purchasing.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments:

1. Ordinance #2023-01
2. Exhibit A - Purchasing Policy and Manual

Summary:

This is an ordinance to amend Title 5, Chapter 4 of our Municipal Code to update our purchasing rules and regulations.

Background Information:

The city's purchasing rules and regulations have not been updated since 2016. I have been working on these new regulations for several months and have been working with MTAS to make sure these are in compliance with the purchasing laws here in the State of Tennessee. In order to ensure that taxpayer's dollars are being spent properly in operating the city government, these new guidelines are much more detailed and cover more areas and types of purchases.

This ordinance gives the City Administrator the authority to appoint and delegate a purchasing agent to conduct the centralized purchasing authority for the City. While we have had a centralized purchasing agent for many years, MTAS felt that the authority should be spelled out in the Municipal Code.

The purchasing categories and levels will also change with the adoption of the new Purchasing Policy and Manual. Some of these changes include:

- The purchasing level that requires a requisition/purchase order is currently \$300 - the proposed amount is \$1,000.
- The new policy allows for the Mayor to sign agreements and contracts for purchases under \$5,000 subject to the approval of the contract terms by the City Attorney. This way, each little purchase that has a contract does not have to come through BOMA for approval.
- If a purchase is for a budgeted item or program between \$5,000 and \$25,000, the Mayor will be authorized to sign any required contracts or agreements without BOMA approval (subject to the City Attorney's approval of the language). If this purchase is not for a budgeted item or program, then the contract or agreement must get BOMA approval first.

Section 13 of this Purchasing Policy and Manual also updates and details a revised travel policy for city employees and officials.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2023-01

AN ORDINANCE TO AMEND TITLE 5, CHAPTER 4 OF THE LA VERGNE MUNICIPAL CODE REGARDING PURCHASING.

WHEREAS, the Board of Mayor and Aldermen of the City of La Vergne desires to comply with applicable Tennessee law and to provide a formal process for the procurement of equipment, services and materials for the operation of a municipal government; and

WHEREAS, such action is required by the Municipal Purchasing Law of 1983, Tennessee Code Annotated §6-56-301, et seq.; and

WHEREAS, the Board of Mayor and Aldermen desires to exercise the power and authority granted to municipalities under said legislation and in that regard desires to adopt a procurement code in accordance with such legislation;

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the City of La Vergne, Tennessee that:

SECTION I. Title 5, Chapter 4 of the La Vergne Municipal Code is hereby amended to read as follows:

CHAPTER 4

PURCHASING

SECTION

- 5-401. Purchasing rules and regulations.
- 5-402. Purchasing agent.
- 5-403. Public advertising and competitive bidding.
- 5-404. Competitive sealed proposals.

5-401. Purchasing rules and regulations. The City of La Vergne hereby adopts a Purchasing Policy and Manual, dated January 5, 2023, which is attached to Ordinance #2023-01 as Exhibit A, and any amendments thereto, which may be found in the city recorder's office.

5-402. Purchasing agent. The board hereby authorizes the City Administrator to appoint and delegate the centralized purchasing authority and duties to a purchasing agent to contract for and purchase all supplies, materials, equipment, and contractual services required by any department of the City of La Vergne as set forth in the Purchasing Policy and Manual.

5-403. Public advertising and competitive bidding. Public advertisement and competitive bidding shall be required for the purchase of all goods and services exceeding

an amount of twenty-five thousand dollars (\$25,000.00) except for those purchases specifically exempted from advertisement and bidding by the Municipal Purchasing Act of 1983 and as set forth in the Purchasing Policy and Manual.

5-404. Competitive Sealed Proposals. (1) Notwithstanding anything to the contrary in the municipal ordinances and/or resolutions governing purchases, the city may use competitive sealed proposals to purchase goods and services rather than competitive sealed bids when the Board, acting under the restrictions and requirements of Tennessee Code Annotated Title 12, Chapter 3, Part 12, as same may hereinafter be amended, and the procurement code adopted by this section, determines that the use of competitive sealed bidding is either not practicable or not advantageous to the city. The Board must make the aforesaid determination with regard to each use of competitive sealed proposals rather than competitive sealed bids, except that in actual emergencies caused by unforeseen circumstances such as natural or human-made disasters, delays by contractors, delays in transportation, or unanticipated volume of work, purchases through competitive sealed proposals may be made without specific authorizing action of the Board. A record of any emergency purchase shall be made by the person authorizing the emergency purchase, specifying the amount paid, the items and services purchased, from whom the purchase was made, and the nature of the emergency. A report of the emergency purchase purchased through competitive sealed proposals containing all relevant information shall be made as soon as possible by the person authorizing the purchase to the Board.

(2) **Criteria and Procedure.** The following shall constitute the criteria and procedures for purchasing through competitive sealed proposals:

(a) ***Conditions for Use.***

(i) Competitive sealed proposals may be used only after the municipality has documented the reasons why competitive sealed bids are not practicable or not advantageous to the municipality, and

(ii) Competitive sealed proposals may be used only when qualifications, experience, or competence are more important than price in making the purchase and:

(A) When there is more than one solution to a purchasing issue and the competitive sealed proposals will assist in choosing the best solution; or

(B) When there is no readily identifiable solution to a purchasing issue and the competitive sealed proposals will assist in identifying one or more solutions.

(b) ***Public Notice.*** Adequate public notice of the request for competitive sealed proposals shall be given in the same manner provided by applicable law for competitive sealed bids.

(c) ***Request/Evaluation Factors.*** The request for competitive sealed proposals must state the relative importance of price and other evaluation factors. Among other things, the request shall include the desired specifications (which may be expressed in the context of the result sought to be obtained); the qualifications of each proposer; warranties, time frame for performance, the contract; and, if applicable, the bond or other security that the successful proposer

will be required to furnish. The request for competitive sealed proposals shall provide that, after receipt by the city of a proposal, interviews, presentations, demonstrations, and discussions, either oral or in writing or both, may be conducted for clarification to assure full understanding of, and responsiveness to, the solicitation requirements with one (1) or more responsible proposers who submit proposals determined by the purchasing agent to be reasonably susceptible of being selected. The request shall set forth the date, time, and place for submission of proposals.

(d) *Opening of Proposals.* Competitive sealed proposals must be opened in a manner that avoids disclosure of the contents to competing proposers during the negotiation. The proposals and all related materials must be open for public inspection after, but not before, the intent to award the contract to a particular proposer is announced.

(e) *Discussions with Responsive Proposers and Revisions to Proposals.* After receipt by the city of a proposal, interviews, presentations, demonstrations, and discussions, either oral or in writing or both, may be conducted for clarification to assure full understanding of, and responsiveness to, the solicitation requirements with one (1) or more responsible proposers who submit proposals determined by the purchasing agent to be reasonably susceptible of being selected. The proposers must be accorded fair and equal treatment with respect to an opportunity for an interview, presentation, demonstration, discussion, or revision of proposals, both as to the particular goods or services to be furnished and the price thereof. In order to permit the city to obtain the best offers of proposers, revisions may be permitted after submission and before the intent to award to a particular proposer is announced. In conducting interviews, presentations, demonstrations, or discussions, the purchasing agent and other municipal personnel shall not disclose to a proposer during the negotiations information derived from proposals submitted by competing proposers. Nothing contained herein shall preclude the city from conducting conferences or otherwise communicating with all parties who may be interested in responding to a proposal prior to the time that proposals are to be received.

(f) *Best and final offers.* If interviews, presentations, demonstrations, or discussions are conducted, the purchasing agent shall issue a written request for best and final offers. The request shall set forth the date, time, and place for submission of best and final offers. Best and final offers shall be requested only once, unless the purchasing agent makes a written determination that it is advantageous to the city to conduct further discussion or clarify the city's requirements. The request for best and final offers shall inform proposers that, if they do not submit a notice of withdrawal or a best and final offer, their latest written offer will be construed as their best and final offer. Nothing contained herein shall preclude the Board from rejecting all proposals and thereafter requesting new proposals.

(g) *Award.* The award shall be made to the responsible proposer whose proposal the Board determines is the most advantageous to the city, taking into consideration price and the evaluation factors set out in the request for competitive sealed proposals. No other factor may be used in the evaluation. The purchasing

agent shall place in the contract file a statement containing the basis on which the award was made.

(h) *Protest.* In the event that any proposer to a request for competitive sealed proposals is aggrieved by the decision of the city, such aggrieved proposer may protest the intended award to another proposer if the protest is filed within seven (7) days after the intended award is announced. The protest must be filed with the Board in care of the City Administrator of the city and shall be promptly decided by the Board. The purchase shall not be finalized and work may not commence until the Board has reviewed and made a decision on the protest.

(i) *No Conflict with Other Laws.* Nothing contained herein is intended to change the authority of the city with respect to contracting for professional services in accordance with the applicable laws of the state of Tennessee.

SECTION II. Each section, subsection, paragraph, sentence and clause of this ordinance is hereby declared to be separable and severable. The validity of any section, subsection, paragraph, sentence or clause shall not be effected by the invalidity of any other portion of this ordinance, and only any portion declared to be invalid by a court of competent jurisdiction shall be deleted herefrom.

SECTION III. All ordinances, resolutions, or motions in conflict herewith are hereby repealed.

SECTION IV. This Ordinance shall take effect upon publication after its final passage in a newspaper of general circulation, the public welfare requiring it.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.

Exhibit A

Purchasing Manual



Purchasing Policy and Manual

Approved:
Ordinance #2023-01

Foreword

This purchasing policy and procedures manual for the City of La Vergne shall serve as a guide to obtain goods and services used by the City. These policies are designed to reflect applicable state and city ordinances. This manual will aid all departments of the City by seeking the best supplies, equipment, materials and services at the lowest cost while maintaining high standards of quality and promoting efficiency and accountability during the purchasing process.

All employees who make purchases on behalf of the City are encouraged to become familiar with these policies and procedures.

The City of La Vergne Board of Mayor and Aldermen is responsible for the establishment of the purchasing policy. This manual is effective immediately upon approval by Board of Mayor and Aldermen and supersedes all previously issued policies, procedures, manuals, instructions or directives.

TABLE OF CONTENTS

Foreword.....	2
TABLE OF CONTENTS	3
SECTION 1: INTRODUCTION	7
1.01 Role.....	7
1.02 Purpose.....	7
1.03 General Policies	8
SECTION 2: DUTIES & RESPONSIBILITIES	10
2.01 Purchasing Agent.....	10
2.02 Function.....	10
2.03 Objectives	10
2.04 Relations with City Departments	11
2.05 Requesting Department's Responsibilities	11
2.06 Finance Director	11
2.07 Disciplinary Action for Violations	11
SECTION 3: PURCHASING METHODS.....	13
3.01 Petty Cash.....	13
3.02 Procurement Card	13
3.04 Purchase Requisition	14
3.05 Purchase / Blanket Order	14
3.06 Emergency Purchase	14
3.07 Internet Purchase.....	15
3.08 Price Quotes	15
3.09 Formal Quotes.....	15
3.10 Sealed Bids (ITB)	15
3.11 Sealed Proposals (RFP)	15
3.12 Acquisition of Professional Services.....	16
3.13 Local, State, and Federal Contracts and Cooperative Purchasing Organizations	16
3.14 Sole Source/Sole Provider Purchase	16
SECTION 4: GENERAL GUIDELINES	18
4.01 Purchasing Categories	18

4.02	Unauthorized Purchases	20
4.03	Prohibition against Subdivision	20
4.04	Tax Exempt Status	21
SECTION 5: PURCHASE REQUISITIONS / ORDERS		22
5.01	Purchase Requisition	22
5.02	Standard Purchase Order	23
5.03	Blanket Purchase Order	24
5.04	Emergency Purchase Order	25
5.05	Purchase Order Exceptions	26
5.06	Purchase Order Changes or Cancellation	27
5.07	Receiving, Inspection, and Testing	27
5.08	Processing for Payment	28
SECTION 6: PO MAINTENANCE		29
6.01	Review of a Change Order Request	29
6.02	Processing Change Order Requests	29
6.03	PO Maintenance Requiring City Administrator or Board Approval	29
SECTION 7: BIDS / PROPOSALS & CONTRACTS		31
7.01	Formal (Sealed) Bids [ITB]	31
7.02	Local Vendor Preference	39
7.03	Formal (Sealed) Proposals – Request for Proposals	40
7.04	Bid/Proposal Documents and Meetings	41
7.05	Bidder Protest	42
7.06	Waiver of Competitive Bids	45
7.07	Contract Terms	47
SECTION 8: SPECIFICATIONS		48
8.01	Purpose	48
8.02	Types of Specifications	48
8.03	Brand Name Specifications	49
8.04	Specification Development and Approval	49
8.05	Specification Content	50
SECTION 9: BONDS AND INSURANCE		51
9.01	Bonds	51
9.02	Insurance Terms and Conditions	51

9.03	General Insurance Requirements	52
9.04	Certificates of Insurance	53
9.05	Basic Insurance Coverages Required	53
9.06	Selection of Insurance Requirements	55
9.07	Insurance Selection Procedure	55
SECTION 10: PROFESSIONAL SERVICES.....		57
10.01	Definitions.....	57
10.02	Competitive Selection – Guidelines.....	57
10.03	Competitive Selection – Procedures	57
10.04	Competitive Negotiation	59
10.05	Less Than Three (3) Firms	59
10.06	Professional Services	60
10.07	Prohibition against Contingent Fees	60
10.08	Emergencies.....	60
10.09	Federal and/or State Funded Projects	60
SECTION 11: FIXED ASSET & PROPERTY MANAGEMENT.....		80
11.01	Policy.....	80
11.02	Definitions.....	80
11.03	Roles and Responsibilities	80
11.04	Control and Identification	81
11.05	Disposal of Surplus Property	82
11.06	Theft, Loss or Damage of City Property.....	84
11.07	Scrap Metal.....	84
SECTION 12: VENDOR RELATIONS.....		85
12.01	Vendor Relations	85
12.02	Code of Ethics and Conduct.....	86
12.03	Complaints by Vendors.....	87
12.04	Debarment of Vendors	88
SECTION 13: TRAVEL POLICY		89
13.01	Purpose.....	89
13.02	Travel Regulations	89
13.03	Post Travel Expense Forms	91
SECTION 14: FEDERAL PURCHASING PROCEDURES		93

14.01	Procurement Involving Federal Funds.....	93
14.02	Procurement Standards.....	93
14.03	Time and Material Contracting.....	93
14.04	Open Competition	94
14.05	Federal Procurement Thresholds	94
14.06	Contracting	94

SECTION 1: INTRODUCTION

1.01 Role

The role of the purchasing department is to support and enhance the mission of the City in delivering all municipal services in a financially responsible manner. Sound purchasing policies and procedures based upon laws and high ethical standards help promote public confidence and trust in local government.

1.02 Purpose

This manual sets forth the purchasing policies as established by the Board of Mayor and Aldermen. This manual is not intended to address every issue, exception, or contingency that may arise in the course of purchasing activities but rather prescribe basic standards to be applied in all situations. The basic standard that should always prevail is the exercise of good judgment in the use and stewardship of City resources.

This manual and purchasing policy:

- Defines the legal authority of the purchasing functions within the organization.
- Simplifies, clarifies, and reflects the laws governing procurement.
- Enables uniform purchasing policies throughout the organization.
- Helps to build public confidence in public purchasing.
- Further ensures the fair and equitable treatment of everyone who deals with the purchasing system.
- Provides for increased efficiency, economy, and flexibility in public purchasing activities and maximizes to the fullest extent the purchasing power of the entity.
- Fosters effective broad-based competition from all segments of suppliers.
- Safeguards the integrity of the purchasing system and protects against corruption, waste, fraud, and abuse.

This purchasing policy embodies the following principles:

- Centralized authority over purchases with delegation of certain purchasing responsibilities to the employee and departmental level.
- Employment of competent personnel in all aspects of purchasing.
- Purchase of materials, supplies, contractual services, and equipment to maximize to the fullest extent the purchasing value of public funds.
- Standardization of procedures and specifications.
- Consolidation of requirements into bulk purchases.
- Promotion of competitive bidding or selection.
- Inspection of goods delivered in order to enforce contractual and specification compliance.
- Centralized coordination over transfer and disposal of surplus, obsolete, and salvage goods.

- Monitoring of payments to be consistent with terms and conditions of purchase orders and contracts.
- Establishment and maintenance of business relationships with vendors.

1.03 General Policies

1. All elected and appointed officials of the City who participate in the solicitation and approval of purchases and contracts are responsible for becoming familiar with and abiding by all applicable State of Tennessee statutes, City of La Vergne ordinances, and the purchasing policies and procedures contained in this manual that govern such activities.
2. City officials should endeavor to receive maximum value for the public dollar and to purchase in the best interest of the City.
3. As designated in Section 1-402 of the La Vergne Municipal Code, the City Administrator shall act as the purchasing agent for the City.
4. To assist in the performance of these duties, the City Administrator may designate an authorized Purchasing Agent for the City. It is his/her responsibility to provide leadership in all purchasing and contracting activities for the City.
5. It is the City Administrator's responsibility with concurrence of the authorized Purchasing Agent to develop and maintain a purchasing manual which shall provide for rules, regulations, and procedures for the internal management and purchasing function within the City.
6. The City Administrator or his designee shall supervise the procurement of all supplies, services, or other items as needed by the City; and sell, trade, donate, destroy, transfer, or otherwise dispose of surplus property as approved by the Board of Mayor and Aldermen.
7. All qualified bidders shall be afforded equal opportunities to quote and will compete on equal terms.
8. Awards shall be made for bids and quotes that provide the best value to the City, taking into consideration the vendor's skill, business judgment, experience, facilities to carry out the contract and previous work and financial ability. The City reserves the right to waive minor irregularities, reject and/or accept any and all bids, in whole or in part, or take such other action as serves the best interests of the City.
9. The Board of Mayor and Aldermen reserves unto itself the final approval of all purchases that equals or exceeds \$25,000.00. The Mayor shall sign all contracts and agreements.
10. It is the intent of the City to buy from suppliers who have adequate financial strength, high ethical standards and a record of adhering to specifications, maintaining shipping promises and giving maximum service. New sources of supply shall be given due consideration, as multiple sources of supply are necessary to ensure availability of materials.
11. The City shall strive to maintain strong and enduring relationships with vendors of proven ability and with those who have a desire to meet the needs of the City. To accomplish this, purchasing activities shall be conducted so the vendors will value the City's business and will make every effort to furnish its requirements on the basis of quality, service and

- price.
12. Individuals engaged in purchasing shall promote constructive competition by constantly seeking new bidders, obtaining bids consistent with the provisions of this manual and developing more than one active source of supply for various products and services.
 13. Acceptance of money, gifts, gratuity, other consideration or favors of any kind by any employee or official from anyone other than the City is prohibited. Officials and employees shall not become obligated to any vendor and must not engage in or allow any City transaction from which they may personally benefit. Please refer to Title 4, Chapter 6 of the La Vergne Municipal Code regarding the City's Code of Ethics.

SECTION 2: DUTIES & RESPONSIBILITIES

2.01 Purchasing Agent

The Purchasing Agent works under the direction and control of the Finance Director. The Purchasing Agent shall serve as the public purchasing official for the City and shall be responsible for the procurement of all supplies and services in accordance with the rules and regulations set forth in the City's Purchasing Manual.

2.02 Function

1. Develop purchasing objectives, policies, programs and procedures for the acquisition of materials, equipment, supplies, and services.
2. Coordinate and supervise purchasing of all user departments.
3. Provide purchasing assistance to all user departments.
4. Consolidate the purchase of like or common items or services.
5. Prepare and / or drafts all specifications for formal bids.
6. Ensure all purchases are made as per Federal and State laws and City policy.
7. Resolve, monitor and negotiate contract disputes regarding contract compliance.
8. Have the authority to waive inconsistencies and irregularities for purchases less than \$25,000.00, with concurrence of the City Administrator.
9. Act so as to procure for the City all tax exemptions to which it is entitled.
10. Have the authority to declare vendors who default on their quotations irresponsible bidders and to disqualify them for receiving any business from the City for a stated period of time, with concurrence of the City Administrator.
11. Approve or reject purchases made by various departments consistent with purchasing manual rules and regulations.

2.03 Objectives

1. To know and become acquainted with the needs of all departments.
2. To procure a product or service that will meet the department's requirements and is the best value to the City.
3. To know the sources and availability of needed products.
4. To be a source of information to all departments in meeting their purchasing needs.
5. To maintain good vendor relations.
6. To assist with the understanding of sound purchasing policy and procedures throughout all departments of the City.
7. To exchange ideas and information with other public purchasing agencies in an effort to solve common problems.
8. To develop standardized specifications for use by all departments, improve the purchasing practices, and apply them when feasible.
9. To understand legal procurement laws and ensure purchasing personnel comply.

2.04 Relations with City Departments

The Purchasing Agent shall establish and maintain communication with City departments in order to meet their purchasing requirements.

2.05 Requesting Department's Responsibilities

1. Initiate purchase request, as outlined in this Purchasing Manual, allowing sufficient lead time for the Purchasing Agent to process the order and the vendor to deliver goods or services.
2. Inform and train department staff in the City's purchasing policies as outlined in the Purchasing manuals and help insure that all policies are followed.
3. Communicate needs for supplies, equipment, services and materials to the Purchasing Agent with sufficient lead time so that procurements can be made using applicable purchasing manual procedures.
4. Utilize effective material requirements to maximize efficiency in the City procurement.
5. Prepare clear and unrestrictive technical specifications or functional requirements when needed for products or services.
6. Review bid tabulation sheets or submitted proposals and inform the Purchasing Agent of the department's recommendations for award.
7. Send proper documentation to waive competitive bidding when declaring sole/single source procurement.
8. Promptly inform the Purchasing Agent of any contract compliance issues.
9. Inspect or supervise the inspection of materials, supplies, services and equipment delivered in order to determine that quality and quantity conform to specifications as requested by the Purchasing Agent.
10. Endeavor to obtain as full and open competition as possible on all procurement or public improvement projects.
11. Prepare standards and written specifications goods, services, professional services and public improvement projects as may be used by the department.
12. Review and approve all request for proposals and request for qualifications for professional and other services within the scope of the Department Head's authority.
13. Be bound by all purchasing principles, policies and ethical standards as set forth within this manual.

2.06 Finance Director

The Director of Finance, under the direction and control of the City Administrator shall have the authority to approve and certify for payment any accounts or claims against the City which are less than \$25,000.00 provided those claims are properly evidenced, follow the purchasing procedures as outlined herein, and otherwise comply with all laws, ordinances or policies of the City.

2.07 Disciplinary Action for Violations

When a Purchasing Policy violation is discovered, the Purchasing Agent will investigate the surrounding circumstances and provide findings to the Finance Director, Department Head, and City Administrator. Continuous violations of the established Purchasing Policy may result in disciplinary consequences ranging from the revocation of purchasing ability to a recommendation for more severe action to be determined by the City Administrator. Continuous violations of the Purchasing Policy may lead to disciplinary action up to and including termination as well as criminal prosecution depending on the nature of the violation. The Finance Director, in coordination with Human Resources, will notify the Department Head and/or the City Administrator of any violations of the Purchasing Policy wherein disciplinary action may be warranted.

SECTION 3: PURCHASING METHODS

3.01 Petty Cash

Petty cash may be used for small dollar purchases but limited to those situations where credit card use is not permitted or available, where credit card usage incurs a fee, or payment is required prior to service being rendered, or an invoice will not be issued. Petty Cash Receipt forms are available in the Finance Department. Petty cash should be used very infrequently since most vendors will invoice the City.

1. Petty Cash Funds may be established in an amount not to exceed \$200.00.
2. All petty cash accounts shall be:
 - a. Properly secured and stored
 - b. Accessed for authorized expenditures only
 - c. Properly documented with itemized receipts for all expenditures
 - d. Routinely funded so that a proper cash balance is maintained
 - e. Periodically audited
3. Uses of petty cash:
 - a. An individual expenditure is limited to \$50 without prior approval of the Department Head responsible for the respective fund
 - b. The fund shall not be used to cash personal checks nor shall it be used for a personal loan.
 - c. All expenditures must be properly documented with either a third party invoice and/ or petty cash receipt. All documentation shall be sufficient in detail to describe date, amount, description of transactions and accounting codes to which the transaction shall be charged.
 - d. Advances may be made from petty cash funds only with prior approval of the Department Head in charge of the respective fund and must be properly documented with a receipt within 24 hours of the advance.

3.02 Procurement Card

A Procurement Card (P-card) is intended for use by an employee that has a frequent and recurring need to purchase small dollar supplies and services consistent with the purchasing policy of the City. The P-card program is designed to improve efficiency in processing purchases from any supplier that accepts the credit card. Purchases can be completed with suppliers over the phone, fax, internet, mail, or in person. All P-card purchases shall follow other provisions and procedures prescribed in this Policy and the Credit/Debit and Purchasing Card Policy.

The City may also utilize a Fuel Card program designed to allow employees or drivers to purchase fuel for City vehicles or a piece of equipment using the Fuel Card. The Fuel Card, either assigned to an individual employee or a vehicle, may be used for the purchase of fuel only at approved merchant locations.

The Finance Director, Finance Supervisor or Purchasing Agent may use P-cards in such cases as purchasing large dollar or one-time approved purchases when the use of a P-card provides increased efficiency or administrative expediency in procuring goods and services for City departments. Such purchases by P-card shall be limited to Category 1-4 purchases (See Section 4). Category 4 purchases made by P-card under \$10,000 requires approval of the City Administrator and those between \$10,000 and under \$25,000 require approval by the Finance Director and City Administrator.

3.04 Purchase Requisition

A Purchase Requisition (PR) is a form requesting permission to purchase goods or services where the total purchase price exceeds the purchasing threshold described in Section 4.01 as a category 3 or higher purchase. This, however, is not a document which can be used to actually purchase goods or services. PRs are only requests for Purchase Orders to be issued. (Reference Section 5.01)

3.05 Purchase / Blanket Order

A Standard Purchase Order (PO) or Blanket Purchase Order (BPO) is an agreement between the City and Vendor in which the City agrees to purchase the goods or services described on the purchase order and the vendor agrees to supply if accepted by the vendor. Purchase Orders can be thought of as a contract between the City and the vendor and as such has legal implications when properly authorized and approved. Purchase orders are issued by the Purchasing Agent after receipt and acceptance of a purchase requisition. Purchase orders encumber department funds. A PO is the result of an authorized and approved PR. (Reference Section 5)

Blanket Purchase Orders, while similar to purchase orders, are issued to cover future purchases of known items but in unknown or projected quantities. Blanket Purchase Orders have fixed or negotiated unit prices. Blanket Purchase Orders do not guarantee the purchase of any specific quantities.

3.06 Emergency Purchase

An “Emergency” is defined as a situation brought about by a sudden unexpected turn of events or any circumstance or cause beyond the control of the City in the normal conduct of its business. An emergency purchase is made to alleviate a situation where there is a threat to the health, welfare, safety or a significant disruption of the operations of a department that can only be rectified by immediate purchase of equipment, supplies, materials, or services. An “emergency purchase” must fit the circumstances noted above and requires such competition as is practicable under the circumstance. Poor planning and inadequate management are not “emergencies” and cannot be treated as such. Purchases of this nature may be expedited, but still do not justify “emergency” status. (Reference Section 5.04) The City Administrator shall be notified and approve all emergency purchases.

3.07 Internet Purchase

To protect the assets of the City, it is important to use caution when purchasing goods or services over the Internet. If payment must be made by use of a Procurement Card, extreme care is to be exercised to ensure the vendor is legitimate and the user understands the return policy in case the goods do not meet their demand.

3.08 Price Quotes

With the exceptions of purchases exempt from competitive quotes or bids, as detailed in Section 7.06, all purchases between \$1,000.01 and \$25,000.00 (Category 3 and 4) require the opportunity for competition be given by solicitation of competent vendors. Competitive quotations are to be obtained by the requisitioning department for Category 3 and 4 purchases. A minimum of three (3) written, faxed or emailed quotations should be obtained for all such purchases. If less than three (3) quotes are received then the user must offer a written explanation for a lack of three (3) quotes. A copy of each competitive quotation and the specification upon which quotes were solicited should be attached to the submitted Purchase Requisition.

3.09 Formal Quotes

With the exceptions of purchases exempt from competitive bids, as detailed in Section 7.06, all purchases that equal or exceed \$25,000.00 (Category 5) require the opportunity for competition, through formal quote solicitation conducted or supervised by the Purchasing Agent.

3.10 Sealed Bids (ITB)

This method for purchasing goods and/or supplies that that equal or exceed \$25,000.00 is the most preferred formal bid method and is used when specifications are clear and pricing is the main focus. Reference Section 7.01 of this manual. Sealed bids allow a maximum degree of competition among a number of suppliers offering similar products. As a result, prices obtained are generally considerably lower than standard “list” pricing. Sealed bids require considerable effort in the preparation of their terms, conditions, and specifications.

3.11 Sealed Proposals (RFP)

This formal method of procurement of goods, services and/or supplies that equal or exceed \$25,000.00 is used when competitive sealed bidding (ITB) is not practical. (Reference Section 7.03) Formal proposals differ from formal bids in the nature of their intent. Bids will usually supply, in detail, the nature and specifications of the goods or services desired. The requesting department has generally provided this data. Proposals, however, will specify the nature of a requirement that needs to be met or function/use to which the purchase must meet. Often, the means of satisfying this requirement is unknown to the requesting department. Therefore, the Purchasing Division will request that vendors submit their proposals for accomplishing a specific goal. These proposals will be diverse relative to approach, means, and cost.

Formal proposals are best used when the objective is vague or lacking in details; or when the vendor's knowledge of his field may provide innovative and economical solutions. Evaluation criteria must be included in the proposal.

3.12 Acquisition of Professional Services

Contracts for professional services are exempt from competitive bidding. Professional services and the process for procurement are described in Section 10.

3.13 Local, State, and Federal Contracts and Cooperative Purchasing Organizations

Local, State, and Federal Government Agencies, and Cooperative Purchasing Organizations may have entered into contracts that have already been competitively bid and awarded with the understanding that other governmental entities may purchase the items bid under the same terms and conditions as prescribed in the solicitation of the originating government. This method of purchase is commonly known as interlocal purchasing agreement or "piggybacking", and is particularly desirable if time is a constraint or if the chances for obtaining better prices from other sources is poor. Utilization of these sources waives the requirement for a formal competitive bid. (Reference Section 7.06)

The following documentation must be provided to the Purchasing Agent in order to use another political entity's awarded contract.

1. State of Tennessee Contract Number. If the contract has fixed unit prices, no additional information is needed. If the contract is a percent discount from list, a copy of the original manufacturer's list price is also required. This will usually be in the form of a published price list. If requesting only to utilize some of the items on the contract, only the pages with those prices are required.
2. Contracts from other Political Entities Provide the following:
 - a. Complete copy of the original solicitation.
 - b. Tabulation of all solicitation responses.
 - c. Copy of the award letter/memo/agenda item by the political entity to the awarded vendor.
 - d. Complete copy of the vendor's proposal.
 - e. Contract if applicable.

With the exception of State of Tennessee contract items, all other cooperative purchasing, piggyback or interlocal agreements must be approved by the Board of Mayor and Aldermen by resolution prior to making any purchase. (Reference TCA 12-3-1205)

3.14 Sole Source/Sole Provider Purchase

Sole source or a single source purchase is defined as being noncompetitive in price or availability and may be exempt from the competitive solicitation requirements. Examples might be

purchasing from a manufacturer's sole sales agency or purchase of a particular brand of computer equipment because it is exclusively compatible with the network computer. (Reference Section 7.06) Caution should be exercised when requesting "sole source" approval for a purchase. In many cases, other sources do exist for a given item, and these must be investigated by the using department and/or Purchasing Agent before committing to "Sole Source." The Purchasing Agent will review all sole source requests prior to further processing.

The department must provide documentation to the purchasing agent from the manufacturer proving sole source status. This documentation must include the amount paid, the items to be purchased and from whom the purchase will be made. This information must be submitted to and approved by the Board of Mayor and Aldermen prior to the purchase being made. (Reference TCA 6-56-304(2))

SECTION 4: GENERAL GUIDELINES

This section provides an introduction to the general policy, guidelines, and/or rules for the purchasing process. Subsequent sections provide those procedures and methods to be utilized to carry out this policy. The City Administrator, as authorized by the Board of Mayor and Aldermen, has delegated to the Purchasing Agent the authority to procure materials and services for the City of La Vergne that are within the guidelines set forth by the Board.

4.01 Purchasing Categories

1. The purchase process is controlled by two components:
 - a. Established policy dollar amount.
 - b. Approving authority.

Dollar limit categories apply to the total amount to be purchased and/or the total amount to be expended over an initial contract term. Purchase approval thresholds apply to the established level of approving authority (*i.e. Department Head, Purchasing Agent, City Administrator, or Board of Mayor and Aldermen*). Purchase approval applies to all Financial Services forms including Purchase Requisitions, Check Requests, Purchasing Cards, and all Petty Cash.

2. Purchases made with federal funds have specific purchasing thresholds which are different from those presented below. See Section 14.
3. Purchasing Thresholds are as follows:
 - a. Category 1 - Purchases of \$0.01 to \$50.00
 - Types of Purchase: Petty Cash (*\$50.00 maximum*), Procurement Card or invoice paid with City check.
 - Quote Requirement: Telephone, fax, email, internet, or in-person quotation suggested.
 - Approval: Department Head, employee with City issued credit card with sufficient limit.
 - Purchase Requisition and Purchase Order – **Not required**.
 - b. Category 2 - Purchases of \$50.01 to \$1,000.00
 - Types of Purchase: Procurement Card or invoice paid with City check.
 - Quote Requirement: Telephone, fax, email, internet, or in-person quotation suggested.
 - Approval: Department Head, employee with City issued credit card with sufficient limit.
 - Purchase Requisition and Purchase Order – **Not required**.
 - c. Category 3 – Purchases of \$1,000.01 to \$5,000.00

- Types of Purchase: Procurement Card (*for designated employees with sufficient credit limit only*) with Purchase Order or invoice paid by City check.
- Quote Requirement: Minimum of three (3) written quotes shall be obtained by the using department.
- Approval: Department Head and Purchasing Agent or in their absence, the Finance Director and City Administrator or their designees.
- Purchase Requisition and Purchase Order – **Required.**
- Mayor is authorized to sign a contract or agreement without approval by the Board of Mayor and Aldermen, subject to the city attorney's approval of the terms and conditions.

Notes: Quotations are to include delivery charges and time frame for that delivery. Written quotations must be submitted with Purchase Requisition. The Purchasing Agent reserves the right to verify quotations and pricing information, and check to determine whether delivery charges have been included, and/or seek further competition.

d. Category 4 – Purchases of \$5,000.01 to \$24,999.99

- Types of Purchase: Procurement Card (*for designated employees with sufficient credit limit only*) or invoice paid by City check.
- Quote Requirement: Minimum of three (3) written quotes shall be obtained by the using department or division.
- Approval: Department Head, Purchasing Agent and City Administrator.
- Purchase Requisition and Purchase Order – **Required.**
- If purchase is for a budgeted item or program, Mayor is authorized to sign any required contracts or agreements without the approval of the Board of Mayor and Aldermen, subject to the city attorney's approval of the terms and conditions. If the purchase is not for a budgeted item or program, the Board of Mayor and Aldermen must approve any required contracts or agreements for the purchase and approve a budget amendment - if necessary.

Notes: Quotations are to include delivery charges and time frame for that delivery. Written quotations must be submitted with Purchase Requisition. The Purchasing Agent reserves the right to verify quotations and pricing information, and check to determine whether delivery charges have been included, and/or seek further competition.

e. Category 5 – Purchases equal to or greater than \$25,000.00

- Types of Purchase: Purchase Order.
- Bid Requirement: Formal bid solicitation utilizing one of the authorized solicitation methods.
- Approval: Board of Mayor and Aldermen.

Purchases over \$24,999.99 must be approved and awarded by the Board of Mayor and Aldermen. An analysis of all bids or proposals received and recommendation

for award is required. The department, in lieu of preparing a formal analysis and recommendation, may agree to concur with the Purchasing Agent's analysis and recommendation. The Purchasing Agent will then prepare an Agenda Item for Board approval. If necessary, the Finance Director shall also prepare a budget amendment for Board approval. Note: Purchasing Agent reserves the right to process Category 4 acquisitions as a formal bid or proposal (rather than as a formal quote) when it best serves the needs of the City. The Board of Mayor and Aldermen award or approval takes place only during regular meetings. It is essential that the Agenda Item recommendations be processed and submitted on a timely basis to avoid unnecessary delays. To this end, all items are to be prepared and submitted to the City Administrator / City Recorder in accordance with the agenda and meeting schedule.

f. Category 6 – Emergency Purchases

- Types of Purchase: Procurement Card or invoice paid by City check.
- Quote Requirement: Telephone, fax, internet, or in-person quotation suggested.
- Approval: Department Head for Category 1 and 2 level purchases. Department Head and Purchasing Agent for Category 3 level purchases. City Administrator for Category 4 level purchases. City Administrator with ratification by the Board of Mayor and Aldermen for Category 5 level purchases.
- Purchase Requisition and Purchase Order – **Required if the purchase is a category 3 or higher purchase.**

4.02 Unauthorized Purchases

Except for emergencies or other authorized exemptions stated in these guidelines, no purchase of supplies, services, or equipment shall be made without authorization as described within this manual. No representative of the City shall enter into a verbal agreement or make any arrangements until final approval is granted. In the event that an unauthorized purchase is made, the following may apply: (1) such purchases are void and not considered an obligation of the City, and (2) the person ordering the unauthorized purchase may be held personally liable for the costs of the purchase or contract.

No employee may purchase City property for his/her own personal use unless it is purchased through the City's public surplus property auction. This includes new and used equipment, materials, or supplies. No employee may use the purchase power or tax exempt status of the City to make private purchases.

4.03 Prohibition against Subdivision

No contract or purchase shall be subdivided to avoid the requirements of the Purchasing Manual. Delegated procurement authority is based on the total cost of goods and/or service. Splitting an

order so that the total cost is within one's spending authority is prohibited.

4.04 Tax Exempt Status

The City of La Vergne is exempt from Federal, State, and Local taxes except in certain prescribed cases. An exemption certification is available from the Finance Department or Purchasing Agent and should be furnished to any of the City's suppliers so as to ensure that no sales taxes are applied to purchases of all goods and services procured on the City's behalf. It is the responsibility of the purchaser to ensure that all purchases take advantage of the City's tax exempt status. Failure to procure goods and services on a tax exempt basis constitutes a violation of the Purchasing Policy and Ordinance and may be subject to revocation of purchasing privileges as well as disciplinary action as specified in Section 2.07. The acquisition of goods and services on a tax exempt basis for personal use is not allowed and will be considered as a violation of the Purchasing Policy.

SECTION 5: PURCHASE REQUISITIONS / ORDERS

5.01 Purchase Requisition

A role of City Purchasing is to meet valid needs for materials, goods, services, construction, and equipment by providing the right products or services in the right quantity, at the right price, at the right time, and at the right place. To accomplish this, it is necessary for the various departments to inform the Purchasing Agent of their requirements by the preparation of a Purchase Requisition (PR). The Purchase Requisition serves to inform the Purchasing Agent of the needs of a specific user department and to correctly define the material or service requested. The requisition is not an order, but merely the request for Purchasing to procure the item(s) or service(s) in accordance with established City purchasing policies and procedures. The procedures that are set forth in this manual have been established as a tool used by Purchasing for the processing of all requisitions. The Purchase Requisition will begin with the issuing department.

1. When Prepared - The requesting department should anticipate their requirements and submit requisitions allowing ample time for Purchasing to complete action to secure the items needed at the time required. Rush or emergency orders shall be authorized on a case-by-case basis to avoid additional costs affiliated with expediting delivery.
2. Who Prepares - A Purchase Requisition shall originate in the using department at the level where the purchase is to be used and proceed to the Purchasing Agent after receiving approval of the Department Head or in the absence of the Department Head, his/her designee.
3. Data Entry of Requisition - A properly prepared requisition must, at a minimum, contain the information listed below:
 - a. Department/Location/Date – Fill in your department name, date in the appropriate blanks.
 - b. Vendors – Enter the vendors and identifying information from which quotes or bids were obtained in the columns provided.
 - c. Ship to – Shipment will be to the main department location unless otherwise indicated on the requisition.
 - d. Method/Terms – Enter shipping FOB term.
 - e. Quantity – Defaults as 1, but can be changed to the number of units being requested.
 - f. UOM – The unit of measure for the item. Typical is EACH, LB, FOOT, SUM, etc.
 - g. Unit Price – Include the unit price or extended price, which may be a “quote” price received.
 - h. Extended Price – Quantity x Unit Price
 - i. Freight – Enter a freight cost, if needed.
 - j. Description – Give a precise description of the specifications of the item or service desired i.e. size, dimensions, type, weight, construction of item and/or equipment,

and other pertinent information. If applicable, provide a manufacturer's brand name and model for the purpose of establishing a standard of quality. If the purchase is of a technical nature, specifications should accompany the requisition. If the item cannot be described, except with a great amount of detail, a brief description should be given, followed by the trade name or model number of an acceptable item or "equal." Indicate if the item is known to be on GSA (Federal), State or other contracts and note the contract number.

- k. Account Number – Indicate the expenditure code of your department. Particular attention should be given to coding the appropriate account. Where multiple account numbers are utilized, please provide Purchasing with a dollar allocation in lieu of percentage allocation.
4. Release of Requisition - Once the requisition has been completed, it will require Department Head approval. The requisition is then forwarded to the Purchasing Agent for review.
 - a. Purchasing Agent will review the requisition to determine if it is properly prepared, has the required account codes, budget, quotes, approvals, and adequate description. If information is incomplete the requisition will be rejected.
 - b. A Purchase Requisition may be corrected by the Purchasing staff or rejected and returned to the issuing department for any one of the following reasons:
 - Lack of proper signature.
 - Lack of proper support documents (written quotes, sole source justification, or "piggyback" verification).
 - Unauthorized purchase.
 - Incorrect account numbers have been used.
 - Improper vendor selected.
 - Insufficient account balance available.
 - Insufficient budget approval for capital items.
 - Contract number and/or start and end date not shown.
 - Vague or incomplete description.
 - Unit price discrepancy.
 - Other reasons not stated above.

Once review and authorizations are completed, the Purchasing Agent will encumber the funds. The Purchase Requisition is then converted to a Purchase Order and sent back to the requesting department. The requesting department shall then be responsible for placing the order, forwarding a copy of the purchase order to the vendor as may be required.

5.02 Standard Purchase Order

1. Purpose - The Standard Purchase Order, a/k/a "Regular Purchase Order" or "Normal Purchase Order" is a legal document authorizing the purchase of and subsequent payment for materials, supplies, equipment, construction, repairs and services of

\$1,000.01 or more.

2. When Issued - A Standard Purchase Order shall be issued by the Purchasing Agent only against Purchase Requisitions approved by a Department Head.
3. How to Prepare - The Standard Purchase Order is prepared from the requisition and shall be written so that it is concise and clear. This will prevent unnecessary misunderstandings and correspondence with vendors.
4. Routing of Standard Purchase Order - The Purchase Order may be printed or disbursed as needed:
 - a. Vendor Copy – a copy may be mailed, faxed or emailed directly to vendor by the Purchasing Agent or the requesting department.
 - b. Department Copy – a copy may be faxed or emailed to the requesting department for departmental record.
 - c. Finance Department Copy – a copy shall be scanned into the City’s Digital Imaging System (Laserfiche) for departmental record.

5.03 Blanket Purchase Order

1. Purpose - Blanket Purchase Orders (BPOs) are used throughout the City for the purchase of small dollar repetitively purchased items where the exact quantity needed is not identified at the time the BPO is issued. BPOs reduce the quantity of paperwork and decentralize the ordering of materials and/or services on a day-to-day basis.
2. When Used - A Blanket Purchase Order is issued to a vendor, against which multiple purchases may be made for a specific period of time, often establishing fixed price, term, and other conditions. Similar to a Standard Purchase Order, City department funds are encumbered upon the establishment and issuance of the BPO. A Blanket Purchase Order is also useful for repeated purchases of the same type of commodity item or service by a department. This eliminates the need for department submittal of multiple Standard Purchase Orders - issuing a single Purchase Requisition for a Blanket Purchase Order.
3. How to Prepare
 - a. The Blanket Purchase Order is prepared from a purchase requisition and shall be written so that it is concise and clear. This will prevent unnecessary misunderstandings and correspondence with vendors. At a minimum, the Purchase Requisition should contain:
 - Items or types of items authorized for purchase.
 - Item prices (when available) or total purchase order amount.
 - Specified term.
 - Name of the user.
 - b. If a using department plans to only issue one or two purchases from the BPO over

a specified time period (term), then a Standard Purchase Order should be used for each purchase instead.

- c. A single purchase transaction is the total cost for that transaction and includes all associated components (*i.e. shipping, delivery, etc*). A single transaction cannot exceed \$1,000 unless:
 - Pricing is based on written quote, bid or contract pricing from the City of La Vergne or another governmental entity – “piggyback” purchase
 - The purchase is sole source, waiving the competitive bid process. The rule of thumb is that a purchase exceeding \$1,000, other than the above, requires, at a minimum, three (3) written quotes. Such a purchase should then be processed as a Standard Purchase Order instead.
4. A Blanket Purchase Requisition equal to or exceeding \$25,000 requires Board of Mayor and Aldermen approval. The issuance of a Blanket Purchase Requisition subsequent to an approved or awarded bid or contract does not require additional approval; however, the blanket terms must be in accordance with the terms of the pre-approved or pre-awarded bid or contract.

Note: Multiple Blanket Purchase Requisitions shall not be issued to circumvent the approval process.

5. Routing of Blanket Purchase Order - The Blanket Order shall be printed or disbursed in the same manner as a standard purchase order.
6. How to Use
 - a. Users shall not receive goods or services from a submitted BPO Requisition until approved by Purchasing and a BPO number is assigned.
 - b. Using departments should make timely and calculated preparations for completing BPO purchases at each fiscal year end, to avoid the unnecessary encumbrance of funds. All BPOs will typically be closed at the end of the fiscal year and a new Blanket Purchase Requisition entered and submitted to Purchasing for the next fiscal year.
 - c. The Purchasing Agent and/or the Finance Director will conduct period reviews of the use of BPOs by the user departments to determine if the scope and intent of the BPO process is being followed.

5.04 Emergency Purchase Order

1. Purpose - An “Emergency” is defined as a situation brought about by a sudden unexpected turn of events or any circumstance or cause beyond the control of the City in the normal conduct of its business. An emergency purchase is made to alleviate a situation where there is a threat to public health, welfare, safety, or significant disruption of operations of a department that can only be rectified by immediate purchase of equipment, supplies, materials, or services.

2. When Issued - An emergency purchase may be made without competitive bidding when time is of the essence, and only for the following reasons:
 - a. To preserve or protect life, health, or property; or
 - b. Upon natural disaster; or
 - c. To forestall a shutdown of essential public services.

Since emergency purchases do not normally provide the City an opportunity to obtain competitive quotes or properly encumber committed funds, sound judgment shall be used in keeping such orders to an absolute minimum.

3. How to Prepare - An “emergency purchase” must fit the circumstances noted above and requires such competition as is practicable under the circumstance.
 - a. The following requirements shall apply:
 - The Purchasing Division shall be contacted as soon as possible for an advanced Purchase Order number, which may be given verbally, to cover the emergency transaction.
 - A completed Purchase Requisition shall be submitted to Purchasing within two (2) working days, or as soon as the information is available. All Purchase Requisitions for emergency purchases shall be signed by the appropriate Department Head.
 - A Department Head often makes true emergency purchases on weekends, holidays, or after hours. The Department Head or his designee may make emergency purchases when he/she has determined circumstances require immediate requisition of goods or services and after consultation with and approval by the City Administrator.
 - b. Documentation explaining the circumstances and nature of the emergency purchase shall be submitted by the appropriate Department Head as follows:
 - Emergency purchases between \$5,000.01 and \$24,999.99 (Category 4) - Process as Purchase Requisition, referencing “Emergency” in the body of the PR and providing complete backup documents, and any obtained quotations. The City Administrator shall approve.
 - Emergency purchases that exceed \$25,000.00 (Category 5) - Process as Purchase Requisition, referencing “Emergency” in the body of the PR and providing complete backup documents. The City Administrator must request ratification by the Board of Mayor and Aldermen.
 - If the emergency purchase causes any budget line to exceed the approved budget, it shall be the responsibility of the requesting department to obtain approval for transfer of funds to cover the purchase.
4. Routing of Emergency Purchase Order - The Emergency Purchase Order shall be printed and routed in the same manner as a standard purchase order.

5.05 Purchase Order Exceptions

1. PO Exceptions - The provisions of this policy do not apply to the following instances or procurements:
 - a. Utilities including gas, electric, water, sewer, landline phone services, wireless phone services, and internet services. These exceptions may only be paid after the Finance Director has reviewed the bill for accuracy and validity prior to payment.
 - b. Goods or services required for confidential and secure investigations, apprehensions and detentions of individuals suspected of or convicted of criminal offenses by law enforcement personnel. These exceptions may only be paid out according to the State Comptroller's Confidential Drug Funds Manual.

5.06 Purchase Order Changes or Cancellation

1. PO Changes - Whenever a change of any kind on the original order is requested, the actual change is made by submitting a Purchase Order Change Request Form to Purchasing. This form should be filled out completely, approved by the originating department, and sent to the Purchasing Agent for authorization and processing. After the change has been completed, the purchase order is reprinted with a notation of the change and the date completed on the purchase order face. The reprinted purchase order follows the same disbursement as the purchase order. (Reference Section 6)
2. Cancellation - If the requisitioning department requests to cancel a Purchase Order, department staff should notify the vendor as soon as possible. Department Staff will also send an approved Purchase Order Change Request Form marked Cancel, with the reason for that cancellation properly noted, to the Purchasing Agent. The Purchasing Agent will process the cancellation. (Reference Section 6)

5.07 Receiving, Inspection, and Testing

1. Receiving and Inspecting - The PO face identifies the location or department the materials and/or supplies are to be delivered. It is the responsibility of the using department to:
 - a. Receive product by checking the shipment upon delivery for possible shipping damage, matching quantity and description to the Purchase Order. The following are steps to take when receiving material:
 - Verify the count. If there is a shipping discrepancy, note shortage on both shipper's and deliverer's copies of the receipt.
 - Check for visible damage. Note on all receipts.
 - Check for concealed damage – make note of broken or crushed containers.
 - In signing a delivery receipt add "except for concealed damage, if any."
 - Notify carrier in writing of any damage found and request an inspection.
 - If you do not have time to verify delivery immediately upon receipt, please sign delivery ticket and include "delivery not checked for accuracy or damage."

- b. After determining that there is no damage and the correct product and quantity have been received, sign the accompanying invoice. Any discrepancies should be noted and the vendor should be contacted immediately and made aware of the discrepancy.
2. Testing - Testing of certain materials and supplies is occasionally necessary. The using department (and the Purchasing Agent as required) is responsible for all details in connection with any necessary testing. Testing requirements should be included in the written specifications on the Purchase Order.

5.08 Processing for Payment

An invoice is the vendor's statement of their charges against the City for materials or services rendered. The invoice is based upon the Purchase Order and should contain the same basic information. The prompt and proper processing of an Invoice is recommended. Upon receipt of vendor invoice and completion of delivery and acceptance of material or service, the department will promptly process the invoice and forward to Accounts Payable in the Finance Department.

Required data shall be completed as follows:

1. Invoice for PO payment: Enter receipt date, entire PO number, accounting codes and amounts to which the Invoice is to be charged, and authorized signature.
2. Invoice for non-PO payment (Check Request): Stamp invoice with invoice processing stamp, fill out account code (fund, function, object) and obtain Department Head signature. A check request may be used when invoices are not available (i.e. refund of facility deposits, etc.).
3. Partial Payment: Partial payment will not be made except when partial deliveries are made for the convenience of the City or when a discount is available.
4. Credit Memo: An Invoice credit memo shall be processed and submitted with red stamped block, the same as invoice for PO payment in 1 above. Credit memos must not be held at the department location.

SECTION 6: PO MAINTENANCE

Occasionally a Purchase Order requires change to alter, adjust, or revise the language; to add or subtract lines, or to liquidate or cancel the Purchase Order in its entirety. A change order is a written order amending a purchase contract to correct errors, omissions, or discrepancies in it; to cover acceptable cost adjustment; to add freight cost; to incorporate requirements to expand or reduce the scope of goods or services ordered; or to direct other changes in contract execution to meet unforeseen field, emergency, climatic, regulatory, or market conditions. Required changes are initiated by use of a Change Order Form which details the Purchase Order to be changed, and all changed items such as price, model number, freight allowances, etc. Purchase Order maintenance modifies the original terms of the Purchase Order contract and applies to all changes after the initial PO issuance.

6.01 Review of a Change Order Request

Requestors are reminded to enter all required information, including PO line numbers, function and object codes, and justification for change. Upon receipt of a properly executed PO Change Form, Purchasing checks the request for accuracy and improprieties. Change Order Forms may not be processed if authorized signature is invalid or missing or if PO maintenance will increase the total order to \$25,000.00 or more. These changes must first be approved by the Board of Mayor and Aldermen before processing. If the actual invoice amount of a specific PO line item is less than the line amount stated on the Purchase Order, Accounts Payable will pay the invoice amount. If the invoice amount of a specific PO line item exceeds the PO line item stated amount by more the \$50, submittal of a PO Change Order Form is required.

6.02 Processing Change Order Requests

After purchasing review, changes are then entered in the Finance system by the Purchasing Agent. Specific notes are added about the PO change to print on the Purchase Order when it is reprinted. The reprint has the same number of copies as the original and carries the same distribution routing.

6.03 PO Maintenance Requiring City Administrator or Board Approval

PO maintenance that brings the total value of the Purchase Order to \$ 25,000.00 or more, must receive City Administrator approval and may further require Board of Mayor and Aldermen approval before further processing. NOTE: PO maintenance that decreases the orders total, even though the original was approved by the Board, does not require additional Board approval. PO maintenance requiring City Administrator or Board approval must be submitted to Purchasing with documentation explaining the need for the increase. Purchasing will review and validate change as per contract. If Purchasing agrees that a PO maintenance request is valid, then Purchasing will prepare and submit an Agenda Item and copy the using Department for placement on the Board Agenda.

After the Board approves the change, the requested PO maintenance will be processed. Each change must reference the Board meeting date. A copy of each change and accompanying documentation must be attached to the Purchasing Department's file copy of the original Purchase Order.

SECTION 7: BIDS / PROPOSALS & CONTRACTS

With the exceptions of purchases exempt from competitive bids or proposals, as detailed in Section 7.06, all purchases that equal or exceed \$25,000 (Category 5) require the opportunity for competition be given by formal bid or proposal solicitation from vendors.

7.01 Formal (Sealed) Bids [ITB]

Formal (sealed) bids (Invitation to Bid – ITB) and proposals (Request for Proposal – RFP) are the most effective procedures for soliciting competitive prices from vendors in the public (governmental) purchasing sector. Each method has advantages and disadvantages. In this section, the procedures for preparing and processing bids and proposals are addressed.

1. Purpose - Before proceeding with any bid, Purchasing must determine the purpose that is to be served. Will the bid result in procuring goods, services, or a combination of both? Is there a necessity for special protection for the City through bonds and insurance? Will the contract provide a onetime purchase or an annual blanket agreement? All these questions and more must be answered before preparing the bid for issuance.
2. Vendor Selection - A vendor list sufficient to generate at least three responses is required for all purchases that equal or exceed \$25,000. Potential suppliers may be located by using the following resources:
 - a. City bidder database
 - b. State purchasing contracts
 - c. Product catalogs
 - d. Purchasing records
 - e. Thomas Register
 - f. Department Head recommendation
 - g. Trade journals
 - h. Salesperson
 - i. Internet
3. Advertisement of Bids - Adequate public notice of the Invitation for Bid shall be given.

Newspaper: The City will advertise a minimum of one time in newspaper(s) of general circulation in La Vergne. The first advertisement should be at least seven (7) calendar days before the bid opening date. The newspaper advertisement shall include the bid title and general description of the procurement, bid opening date and time, the location for delivery of bids, pre-bid information (if any), bond requirements (if any), and the information of how to obtain the bid specifications.

City Website: Purchasing will post the bid notice on the City of La Vergne's website, www.lavergnetn.gov/Bids.aspx.

4. Distribution of Bids by the Purchasing Division - Bids will be posted on the City's website for downloading by prospective bidders. Registered bidders may be directly contacted by the City through mail, email or telephone regarding outstanding bidding opportunities. Placement on the bidders list does not guarantee receipt of an ITB or RFP. It is the vendor's responsibility to check out bid notices posted by Purchasing.
5. Pre-bid Conference - A mandatory or non-mandatory pre-bid conference may be held with prospective bidders and concerned City staff on complex procurement projects. The primary objective of such a conference is to provide a clear understanding of instructions to bidders relative to drawings, specifications, and local conditions, location of the work, and basic construction methods or work requirements. A site visit may be scheduled following the conference if the project personnel feel it would be beneficial for clarification of specifications. In addition to avoiding quality assurance problems and contingency items in quotations, other benefits that may be derived from conferences are:
 - a. The number of changes in specifications can be reduced.
 - b. Competition may be stimulated by interesting more prospective suppliers.
 - c. Conferences tend to insure that qualified suppliers will submit quotations and tend to discourage submission by suppliers who are not qualified to perform the work or supply the goods.
 - d. An opportunity is given to discuss schedules. This is particularly valuable when hard to get or special materials and equipment is involved.
 - e. An opportunity is given to explain policies and requirements with respect to procurement methods, competitive bidding and negotiation, quotation qualifications and conditions, price provisions in solicitations and any resulting contractual agreements, and the determining factors in making awards.

The conference should be a formally announced meeting with bidders. An announcement of the conference shall be included with the Invitation to Bid. The announcement will state when and where the conference will be held. In order to derive the greatest benefit from a conference, adequate time should be provided for the prospective suppliers to review the plans and specifications prior to the conference. The conference should be attended by personnel qualified to answer completely and accurately all questions relating to matters such as contract provisions, design and specifications, and production techniques that are expected to be discussed. A formal record shall be made of persons attending and the organizations represented through the use of a sign in sheet.

During the pre-bid conference, the specifications are reviewed and discussed with all vendor representatives in attendance. Care shall be taken to clarify the specifications as requested so as to insure that a vendor is not written out, thereby, eliminating them from the bidding without due cause. Only in those instances where a vendor requests a change in the specifications that would result in compromising the intended use and quality of the equipment are such requests denied.

It is important that persons attending be clearly informed that no oral statement from any person which modifies plans and specifications will in any manner or degree, be considered official until covered in a written addendum to the Bid or Request for Proposal.

6. Issuing Addenda - Once an invitation to bid has been issued, no changes in the specifications can be made unless an addendum is issued, clearly pointing out such changes. All addenda shall be issued at least 48 hours prior to bid opening date, unless waived by the Purchasing Agent. If there is not sufficient time, the bid date will be changed. Addenda shall be issued in the same manner as the invitation to bid. If a vendor has already submitted a bid, they shall be notified by the Purchasing Agent about the Addenda.
7. Bid Format - To avoid duplication of effort in bid preparation, Purchasing has created a bid format, which provides the “boilerplate” or general terms and conditions of the bid. Care is taken that appropriate protection is afforded the City through requirements for bid bonds, insurance, and/or performance and payment bonds. Deletion of these items may result in loss of any meaningful protection for the City in the event of a vendor default or noncompliance.
8. Bid Conditions - In addition to the general conditions or “boilerplate,” most bids require special conditions, which pertain specifically to the bid in question. Conditions differ from specifications in that conditions refer to requirements, which must be met by the bidder before specifications of his/her bid item are even considered. For example, a supplier of furniture who cannot meet the required condition of a 30 day delivery will be eliminated, even though his furniture may meet all physical specifications. Conditions allow the City a high level of protection by the inclusion of various clauses relative to renewal of contract, cancellation, settlement of disputes, payment terms, delivery schedules, etc.
9. Bid Specifications - Except for some City wide contracts, specifications for all departmental bids should be provided by the requesting department, preferably in Word format. (Reference Section 8) Reasons for this policy are as follows:
 - a. As prime user, the department is best aware of any special characteristics or problems.
 - b. Because they probably utilize the item daily to be bid on, the department is best aware of any new developments in that product field.
 - c. Scientific, engineering, or other technical descriptions must be provided by department staff that are qualified to do so. Purchasing staff may assist in writing technical specifications. However, technical specifications must be reviewed and approved by the using department. Specifications are the basis for a vendor’s bid. Realizing that the bid will be compared primarily on the basis of price, a vendor will seek to offer an item that only meets the specifications. Consequently, it is vital that specifications make no assumptions, but rather detail every important facet of the item in question. To do so invites delivery of items, which meet

specifications, but fail to meet the department's expectations.

A specification is defined as "a concise statement of a set of requirements to be satisfied by a product, material, or a process. "An objective of the Purchasing is to arrive at "performance specifications" which satisfy the need while allowing the greatest number of competing firms to bid. Therefore, it is more desirable to describe an item by the job it is intended to do and the physical characteristics it must exhibit than merely to specify a given brand and model with no substitutions.

Specifications may be by performance description, or brand name; or a combination of the above. In some cases, description by noting the brand name of an acceptable unit may be the preferred method. Purchasing staff recommends the use of more than one brand name as a reference. To assure competition when using brand names, the phrase "or equal" should, in most instances, follow the brand description. This allows vendors of similar products to bid thus promoting maximum competition and the best value for the City. Should proof of equivalency arise, the burden is on the substituting vendor to provide it. Final judgment of equivalency shall reside with the Department Head or his/her designee.

10. Bonds and Insurance - Bonds offer tangible protection in the form of monetary assurances that the bidder will meet his obligations. Bonds must be secured by the bidder at his/her own cost, and generally may be classified as follows:

Insurance is required to safeguard the City from any claims resulting from damage to property and/or injury to persons caused by the vendor or his actions. The vendor, at his own cost, must secure insurance policies that name the City of La Vergne as an "additional insured" party. (Reference Section 9)

11. Bid Response - Aside from any attachments such as plans or drawings, a separate document titled Bid Sheet shall be prepared by Purchasing. This page provides blank spaces labeled for the vendor's company name, address, phone number, signature, title, date, and email address. Vendors will be advised in the bid document to use only the provided Bid Sheet. The Bid Sheet also provides a Bidder's Certification statement that the vendor, by submitting his bid, acknowledges that he/she will meet all bid terms, conditions, and specifications contained in the bid. The purpose of requiring the Bid Sheet is to control the bid submittal documents so that vendors do not submit bids which include verbiage negating or modifying the terms of the bid. Any vendor that attempts to do so will be rejected. Additionally, the bid sheet will include the bidder's price by unit and/or total, delivery data, freight charges, warranty data, and any other special information required by a specific bid.

12. Receipt of Bids - Control of the bid document is essential. Bidders will submit their bid in a sealed envelope with the following information clearly marked on the outside:
 - a. Vendor Name.

- b. Due Date (month, day, year).
- c. Time Due (hour / a.m. or p.m.).
- d. Bid Title.

Each bid received will be date and time stamped by Purchasing and/or City Administrator's Office. On occasion an envelope will be received without proper information on the outside identifying it as a bid reply. On such occasions, after an actual bid envelope has been opened, the appropriate bid information will be written on the outside of the envelope, time stamped, reason it was opened prematurely, and resealed for reopening on bid closing date.

All sealed bids shall be received at the Purchasing Agent's Office, 5093 Murfreesboro Road; La Vergne, TN 37086. Purchasing is located in the City Hall Building. Sealed bids will be received by Purchasing until the closing date and time. It is the sole responsibility of the bidder to ensure that their bid reaches the Purchasing Division before the closing date and hour stated on the bid document.

- 13. Late Bids - Any and all bids received in Purchasing or specified receiving location, after the scheduled date and time for opening will be considered a late bid and will be rejected, unless it is determined by the Purchasing Agent that the late receipt was due primarily to City mishandling of the bid after receipt. A late bid will be identified as a "Late Bid" on the outside of the envelope or container noting date and time received and remain unopened in the applied bid file. The bidder will be notified of their late bid status and given an opportunity to pick up the bid or make arrangements for return, at their expense.
- 14. Bid Opening - A sealed bid opening is a formal, official event and should be carried out in a professional, businesslike manner. Purchasing staff shall avoid making any frivolous or preferential statements, which might compromise the City's position and the reputation of the Purchasing Agent. Unless conditions demand another site, bids are opened in the City Hall Board Room or nearby conference room. Bid openings are open to the public and all interested bidders. The bid opening time must be strictly adhered to.

As the bid opening starts, the Purchasing Agent or designated official opening the bid will introduce his/her staff and any City officials present. An announcement that "no award will be made at this time" will precede the opening of the first bid. Bids will be opened by the Purchasing Agent or his/her designee and recorded. As each bid is read aloud, the dollar amount will be repeated clearly twice.

After the last bid is opened, attending vendors are advised that an award decision will be made after review of the submitted proposals, and thanked for attending the bid opening. To avoid possible tampering, bids are not to be distributed for general investigation by the bidders present. Under no circumstances will vendors or the general public be allowed to privately review bids.

Only after all bids have been fully analyzed and a recommendation has been made, will the bids be consider public record and available to access by the public.

15. Preliminary Screening of Bids - Unsigned bids shall not be considered. After a bid has been opened, no changes in bid prices or other provisions shall be permitted. Under no condition will a facsimile (fax) or electronic response be acceptable. Prior to opening of bids a vendor may correct or withdraw his bid. Following the bid opening, when a mistake is either detected by Purchasing or alleged by the bidder, the bidder should be asked to verify his bid and produce supporting evidence of the mistake. If the bidder responds supporting the mistake, the Purchasing may correct the bid if the mistake was an obvious or apparent clerical error. Examples are:
- a. Obvious errors in placing decimal points.
 - b. Obvious discount errors.
 - c. Error in extension of unit prices, however, unit prices always prevail.

If the mistake is not an obvious or apparent mistake of a clerical nature, it must be referred to the City Attorney for action.

16. Waiver of Informalities - Bids may be defective in that they fail to give certain information requested by the invitation. For example, a bid may fail to furnish required catalogs or descriptive data. These “minor” informalities may be corrected by allowing the bidder to furnish the information prior to award, or by waiving them if time does not permit their correction. The difference between a minor informality and a failure to conform to the essential requirements of the invitation may be difficult to determine without legal advice.

Nevertheless, the decision to allow the defect to be corrected will be judged according to the fundamental principle – Is it in the best interest of the City to do so and/or will it be prejudicial to the interests of the other bidders and/or will it affect the intended use for which the purchase is being made? The City reserves the right to waive any bid informalities when deemed in its best interest.

17. Alternate Bids, Approved Equivalents - The bidder may offer any brand for which he/she is an authorized representative that meets or exceeds the specifications as written. If the bid is based on an “approved equivalent or equal” item, supportive information in the form of the manufacturer’s printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the bid. The bidder must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City reserves the right to determine acceptance of proposed equivalent or equal items. If an Invitation to Bid does not expressly permit the submission of alternate bids, a bid which qualifies the specifications should be rejected as unresponsive. However, if a bidder submits a bid conforming to the specification and also offers an alternate, the alternate may be accepted if the bidder is the best value on both bids. Therefore, no prejudice results to the other bidders.

18. Tabulation of Bids - The requirement for recording bids involves the preparation of a Bid Tabulation Sheet. The information which normally is transcribed on the bid tabulation includes the bid name, opening time and date, item number, description of items and services, quantity, unit, unit price, bidder's name and location, deliveries, remarks or any other information which will be helpful in making the evaluation.
19. Bid Review - After the bid opening, copies of the Tabulation Sheet, Bidder Response Sheets, Bid submittals, and all pertinent documents such as warranties, brochures etc. are available to the requesting department. The requesting department will be ask to promptly and thoroughly review each bid for compliance with specifications. Bid items not meeting minimum specifications should be rejected. In general, the lowest responsible, responsive bid meeting specifications should be awarded the contract. The Purchasing Agent shall also review the bids and become familiar with the bids in order to advise and/or assist the department in its recommendation for award. With the exception of the tabulated bid prices, all other bid information is not available for public review until a recommendation to award has been forwarded to the Board of Mayor and Aldermen.
20. No Bid - On occasion, the Invitation to Bid will receive no responses. In those cases, the following options should be evaluated:
 - a. Contact vendors on bid list to determine reason for lack of response.
 - b. Contact the user department to determine if rebid is desired, using information obtained from vendor response.
 - c. Review specifications if decision is made to rebid.
 - d. Revise bid documents where appropriate.
 - e. File the closed bid in the Purchasing files if decision is made not to rebid.
21. Only One Bid Received - When only one bid is received, the following options should be evaluated:
 - a. Inquire of those who did not bid to determine the reason for lack of response.
 - b. Accept or reject the bid based on information received and taking into consideration the City's position favoring competition.
 - c. Accept the bid if time is crucial and cost is reasonable, as the opportunity for competition was afforded by initial competition.
 - d. Reject the bid if time permits for re-solicitation.
 - e. Review specifications, revise if necessary and rebid.
22. Tie Bids - In the event two or more bids are received which are equal with respect to price or quality of the product and with no evidence of collusive bidding, the Purchasing Agent will flip a coin in public to determine who should receive the bid.
23. General Criteria For Award - Recommendations for award of bids are made and/or approved by the requesting Department Head to the lowest, responsive and responsible bidder. In determining the lowest responsive and responsible bidder, the following, in

addition to price, shall be considered as a basis for award:

- a. The ability, capacity, and skill of the bidder to perform under the terms of the bid documents
- b. Whether the bidder can perform the contract or provide the materials or service promptly, or within the time specified, without delay or interference
- c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder
- d. The quality of performance of previous contracts and the providing of materials and/or services
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract, or the providing of materials or services
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the materials or services
- g. The quality, availability, and adaptability of the supplies, equipment, or contractual services to the particular use required
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract
- i. The number and scope of conditions attached to the bid

Should there be reason not to recommend award to the lowest bidder; the decision must be fully explained in a memo from the requesting department for formal evaluation by purchasing staff.

24. Responsiveness vs. Responsibility

Responsiveness:

- A responsive bid conforms substantially to all *material* elements of an Invitation to Bid (ITB).
- A nonresponsive bid is not valid and must be rejected – it cannot be cured after bids are opened.
- The determination of responsiveness is not discretionary (although it does require interpretation of the standard).
- A contract awarded to a nonresponsive bidder is void.

Responsibility:

- Relates to the bidder's qualifications
- Evidence of responsibility is sometimes obtained after the bid opening
- Determining responsibility sometimes involves discretion and judgment by the awarding staff.

25. Rejection of Bids

The following reasons may be considered causes for rejection of a bid:

- a. All prices too high or unbalanced
- b. Sufficient funds not budgeted or available

- c. An error in the specifications sufficient to have caused confusion and misunderstanding among bidders
- d. The item on which bids were requested is no longer needed
- e. Lack of adequate competition
- f. Noncompliance of specifications
- g. Submission of more than one bid in response to a single invitation
- h. Lack of adequate work history and/or work experience
- i. Debarment of bidder (vendor). (Reference Section 12.04)

A bid must be rejected for any of the following reasons:

- a. Does not comply with applicable law.
- b. Does not provide what the City seeks to acquire (either too much, or too little).
- c. Contains a material defect (waiver would give the bidder a competitive advantage over the other bidders.)

Framework for analyzing responsiveness:

- a. Does the bid comply with legal requirements? If not – reject.
- b. Does the bid provide what the City seeks to acquire? If not – reject.
- c. Does the bid contain an error or defect? (Analyze whether the error or defect is material or is waivable).

In the event all bids have been rejected for one or more of the reasons above, Purchasing will notify all of the participants and the City staff involved of the official reason(s) for the ruling and the next step the City may take to fulfill the bid requirement. The bid specifications should be reviewed and any changes made to reissue the bid solicitation.

26. **Bid Award** - It shall be the responsibility of Purchasing, in conjunction with the requesting department, to determine the bid that is the best value for the City. If a recommendation is made to accept a bid other than the apparent low bid meeting specifications, the Bid Analysis must include adequate documentation to justify the rejection of the low bid. After the review and analysis, provided there is no disagreement, Purchasing will then process an agenda item for Board consideration depending upon approval threshold.

Purchasing staff will prepare a Board of Mayor and Aldermen Agenda Item and forward to the Finance Director for certification. The Finance Director will certify that sufficient funds are available and budgeted for the purchase. Following either Board approval or award, Purchasing and/or department will prepare a requisition for the award.

7.02 Local Vendor Preference

Preference Policy - Vendor preference is the practice of awarding bids to local firms that are not the lowest responsive bidder if their price does not exceed the lowest responsive bidder by an agreed upon percentage. While this practice does occur in some jurisdictions it is not supported by the State of Tennessee nor is it support by the National Institute of Government Purchasing

(NIGP).

The NIGP position states *"Although some people assert that buy-local preferences will protect existing jobs, create new jobs, and strengthen the economy, the sad reality is that the practice of favoring vendors within a defined geographical area only encourages inflated prices which are paid by the taxpayers of the jurisdiction who administer them. By causing prices to rise, preference results in a direct subsidy to a few taxpayers at the expense of the general taxpaying public. When an agency has a preference, [ed., then] potential, reliable and sound vendors consider it futile to bid in such a climate. When they do not bid, competition becomes less keen and prices rise."*

The City of La Vergne does not have nor does it support a local vendor preference when awarding bids.

7.03 Formal (Sealed) Proposals – Request for Proposals

1. Purpose of Proposal - As with bids, the primary action is to ascertain clearly the purpose to be served by the proposal. Proposals are by nature more general than bids; it is vital to provide the correct parameters within which the vendors are to operate. Proposals are used when the price is not the only element that requires evaluation and consideration. The proposal will contain customized criteria for evaluation and scoring of points used in the determination of an award.
2. Proposal Format - As in the case of bids, a prepared standard format is maintained by Purchasing for proposals. Proposal Conditions and Specifications:

Conditions and specifications for a formal proposal generally differ from the same items for a bid in the following ways:

- a. Due to the general nature of a Request for Proposal, conditions and specifications may be intermingled rather than separate.
- b. Both conditions and specifications will tend to be broad, allowing the vendors a wide range of options from which to arrive at a proposal which accomplishes the desired goal.
- c. Conditions and specifications serve more as guidelines than strict standards. The objective is to allow the vendor's own expertise to design a proposal which will fulfill the City's ultimate specified result.

Conditions and specifications need not be so broad as to promote uninhibited proposals. By establishing boundaries within which to operate, and pointing the vendor toward the direction of the City's goal, the Request for Proposal seeks to elicit the best talents in the market place to fulfill its needs.

3. Formal Proposal - The vendor's complete formal proposal should be submitted with one original and a sufficient number to supply each member of the Selection Committee with

one copy each. Proposals should be supplied directly by the vendor as directed in the solicitation using the format and forms available in the Request for Proposal (RFP) document.

4. Insurance, Bonds, Letter of Credit - As in the case of bids, the City may require letters of credit, insurance, and/or bonds to protect its interests. Generally, proposals do not require bid bonds.
5. Formal Proposal Opening - The opening of proposals should be carried out in a professional, businesslike manner. Proposals arriving after the scheduled date and time for opening will be considered a late proposal and will be rejected. The disposition of a late proposal will be the same as for a late bid, as detailed in Section 7.01 (13) above. As proposals are opened, the Purchasing Agent, or his/her designee shall announce the name of each vendor, their address, and then confirm the number of proposal copies submitted. This data may be recorded by another member of the City staff. At this time, no attempt should be made to read or compare the proposals. Following the opening, proposal copies will be forwarded to the appropriate Department Head and/or or Selection Committee members, with the original of each proposal maintained in the Purchasing file.
6. Proposal Review - Proposal references, certifications, and all documents shall be reviewed by the requesting Department Head and/or Selection Committee members. The selection committee approach is usually chosen when dealing with complex projects requiring input from various departments. The selection committee members will be selected by the project manager and/or the using department. If the selection committee approach is selected, then a department staff member will act as Chair of the Selection Committee. The Selection Committee Chair will: facilitate meetings, prepare recommendations for the top ranked firms, and negotiate and prepare final contract documents. When price is the primary consideration, the lowest bidder whose proposal meets the specifications and provides the best value to be City should be chosen. However, when price is not the primary consideration and design, quality, or other factors are paramount, the decision must be formally documented by the department or committee. The City reserves the right to negotiate prices and scope of work.
7. Recommendation of Award - After department and/or Selection Committee review, the Department Head or Selection Committee Chair through the Department Head, shall submit a completed report to Purchasing along with all notes, score sheets and other documents prepared and used in the selection process. Provided there is no disagreement, Purchasing will then process an agenda item for Board consideration. The City currently has no local business or minority preference in the award of a proposal.

7.04 Bid/Proposal Documents and Meetings

1. Files - Purchasing maintains a complete control file on all formal bids and proposals for

the City processed by Purchasing. The Purchasing files are maintained by bid name, with the files divided by calendar year.

The folder for each bid will contain, at a minimum, copies of the following:

- a. Bid Invitation
- b. Specifications
- c. Bids Received
- d. Bid Tabulation

Public Disclosure - Under Tennessee's Public Records Act, any person has the right to review any document which is kept by the City in the course of regular business; however with regard to bids, the City does not allow interested parties to examine sealed bids or proposals as follows: Sealed bids, proposals, or replies received pursuant to a competitive solicitation are sealed from the public or other bidders until such time as the City provides notice of a decision or intended decision or within thirty (30) days after bid or proposal opening, whichever is earlier. If the City rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the City concurrently provides notice of its intent to reissue the invitation to bid or request for proposals, the rejected bids or proposals remain sealed from the public or other bidders until such time as the City provides notice of a decision or intended decision concerning the reissued invitation to bid or request for proposals or until the City withdraws the reissued invitation to bid or request for proposals. A bid, proposal, or reply is not exempt for longer than 12 months after the initial City notice rejecting all bids, proposals, or replies. *Bid tabulation sheets, communications among City staff member, or City staff analysis of a project are not exempt from public record.*

Purchasing will accommodate vendor telephone and internet requests for bid results to the maximum extent feasible.

7.05 Bidder Protest

Right to Protest – Any actual or prospective bidder or proposer, who is aggrieved in connection with a solicitation or award of a bid or contract may protest in accordance with procedures defined herein.

1. Definitions

Interested Party - A party that is an actual or prospective bidder or offer or whose direct economic interest would be affected by the award or failure to award the third party contract at issue. **Note: A subcontractor does not qualify as an "interested party".**

Protest – A formal declaration of disapproval or objection issued by a concerned person, group, or organization that arises during the procurement process. A protest is a potential bidder's or contractor's remedy for correcting a perceived wrong in the procurement

process.

Protestor – A person, group, or organization that files a formal declaration of disapproval or objection. A protestor must qualify as an “interested party”.

2. Types of Protest

There are three basic types of protests:

- a. Pre-bid Solicitation – Protest is received *prior to the bid opening or proposal due date*. Pre-bid protests are those based on the content of the initial solicitation published by the City requesting bids from vendors or other interested parties.
- b. Pre-award Protest – Protest *following recommendation for award* and is received after receipt of bids or proposals, but prior to award of a contract.
- c. Post-award Protest – Protest received after *award of a contract*. A post-award generally alleges a violation of applicable federal or State law and/or City policy or procedures relative to the seeking, evaluating, and/or awarding of the contract.

3. Protest of Specifications (Prior to Bid Opening)

- a. Any protestor (actual or prospective bidder, or contractor), who is aggrieved in connection with the solicitation of a contract or bid, may protest on the grounds of irregularities in specifications or bid procedure. Such protest must be filed within three (3) business days (excluding weekends and holidays) from the time the facts become known and, in any case, at least five (5) business days prior to the opening of the bid.
- b. Protest must be made in writing to the Purchasing Agent and shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No bid protest shall be accepted unless it complies with the requirements of this manual Section. Failure to timely protest bid specifications, requirements; and/or terms is a waiver of the ability to protest.
- c. Stay of Procurement: In the event of a timely protest prior to bid opening, the City may proceed further with the solicitation or with the award of the contract unless the Purchasing Agent makes a written determination that the protest should be sustained.

4. Protest of Award Recommendation (After Bid Opening)

- a. Any protest after the bid opening, including challenges to actions of any evaluation of the selection committee shall be submitted in writing to the Purchasing Agent.
- b. The Notice of Intent to File a Protest must be received by the Purchasing Agent no later than 4:00 p.m. on the third business day (excluding weekends and holidays) following the day of the protestor’s receipt of the City’s notice of award recommendation.
- c. The Notice of Intent to File a Protest document shall state all grounds being claimed for the protest and clearly indicate, in their document, that they are intending to file a formal written protest.
- d. The affected party must then file a Formal Written Protest within ten (10) calendar

days after the time for the filing of the Notice of Intent to File a Protest has expired. The Formal Written Protest shall contain the following:

- City bid/proposal title
 - Name and address of the affected party and the title or position of the person submitting the protest
 - A statement of all claimed disputed issues of material fact. If there are no disputed facts, the formal protest must so indicate
 - A concise statement of the facts alleged and the rules, regulations, statutes, or constitutional provisions which entitle the affected party to relief
 - All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the protest
 - A statement indicating the relief sought by the affected protesting party
 - Any other relevant information that the affected party deems to be material to the protest
- e. Stay of Procurement: Upon receipt of timely filed Notice of Intent to File a Protest, the Purchasing Agent will abate the award process of the formal bid/proposal, as appropriate, until the protest is heard pursuant to the informal hearing process as outlined below, unless the City Administrator shall find and set forth in writing particular facts and circumstances that would require an immediate award of the formal bid/proposal for the purpose of avoiding a danger to the public's health, safety, or welfare. Upon such written finding by the City Administrator, an expedited protest hearing may be authorized.

5. Protest of Award (After Bid Award)

- a. A post-award protest must be received within five (5) business days (excluding weekends and holidays) of the award date. Depending on the Purchasing category and/or the awarding authority, the Purchasing Agent, City Administrator, or Board of Mayor and Aldermen shall have the authority to settle and resolve a post-award protest concerning the award of a bid. (Reference Section 4.01)
- b. If the bid protest is not resolved by mutual agreement, the City Administrator and the City Attorney, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his/her right to challenge the decision.
- c. Any person aggrieved by any action or decision of the City Administrator, the City Attorney, or their respective designees, with regard to any decision rendered under this section may appeal said decision by filing an original action in the Circuit Court of Rutherford County Tennessee, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the City and attorney's fees incurred by the City in defense of such wrongful action.

6. Filing For Protest - All protests must be filed in writing with the City of La Vergne, Attn:

City Administrator, 5093 Murfreesboro Road, La Vergne TN 37086.

7. Prevention

There are four (4) opportunities for the prevention of Bid Protests:

- a. While developing the solicitation document:
 - Ensure specification quality
 - Communicate with bidders (RFI and Q&A)
 - Develop fair, non-restrictive specifications
 - Translate subjective evaluation criteria into measurable, objective criteria
 - Determine evaluation criteria; state the criteria and award standard in the solicitation document
- b. While bidders are developing their bids:
 - Allow written questions (due by a specific date)
 - Carefully consider the questions to determine if a change is needed
 - Respond to the questions through addenda, and change the specifications if necessary
 - Postpone the bid deadline if required
- c. While bids are being evaluated:
 - Evaluate bids based solely on the criteria in the solicitation document
 - If a key criteria is not expressed in the solicitation document, start over
 - Document and support all considerations not related to price
- d. After determination of award:
 - Post notice of award
 - Debrief unsuccessful bidders regarding the evaluation process
 - Once a contract is in place, monitor contract performance, and document problems

7.06 Waiver of Competitive Bids

The following types of purchases and contracts are exempt from competitive quotes or bids:

1. Architectural, engineering, legal, financial and other such professional services as further described in Section 10 or Tennessee Code Annotated.
2. Purchase Contracts – Federal, State, Government Agency, and Cooperative Purchasing Organizations where contracts have already been competitively bid; therefore, the need to bid is satisfied for purchases of this nature. This method of purchase is commonly known as piggybacking, and is particularly desirable if time is a constraint or if the chances for obtaining better prices from other sources is poor. Utilization of these sources waives the requirement for a formal competitive bid. State law does not allow for the use of cooperative purchasing agreements when purchasing the following: New or used vehicles unless the motor vehicles are manufactured for a special purpose; Construction, engineering or architectural services or construction materials; or Fuel, fuel products and

lubricating oils. (Reference: TCA 12-3-1205(b)(4))

3. Sole/Single Source – Sole Source may be used as a procurement method for the purchase of products or services when available from only one source. Single Source (*non-competitive*) may be used (*when approved by the applicable purchasing authority*) when there is only one practical and reasonable source wherein competitive bidding is not feasible or not advantageous to the City. A Sole Source purchase exists when research has determined there is only one potential provider for an item. A Single Source purchase exists when it is advantageous to the City to declare a purchase non-competitive because it will result in verifiable financial savings to the City; is a trial program; or utilizing a competitive process will be detrimental to timely securing the goods or services. More than one potential supplier may exist for a good or service. The Purchasing Agent, in conjunction with the requesting department, will document the advantages of declaring the purchase non-competitive. A Sole/Single Source Request Form must be completed and submitted with each request for sole or single source procurement.
4. Emergency Purchases – Emergency purchases are allowable when certified by a Department Head to the City Administrator, that a delay incidental to competitive bidding would be detrimental to the interest of the City. An “Emergency” is defined as a situation brought about by a sudden unexpected turn of events or any circumstance or cause beyond the control of the City in the normal conduct of its business. An emergency purchase is made to alleviate a situation where there is a threat to health, welfare, injury, or loss to the City that can only be rectified by immediate purchase of equipment, supplies, materials, or services. An “emergency purchase” must fit the circumstances noted above and requires such competition as is practicable under the circumstance. (Reference Section 5.04)
5. Specific Items - These items are exempt from price quotes:
 - a. Dues and memberships in trades or professional organizations
 - b. Subscriptions for periodicals
 - c. Legal advertisements
 - d. Postage
 - e. Expert witnesses
 - f. Abstracts of titles for real property
 - g. Title insurance for real property
 - h. Court reporter services
 - i. Water, sewer, electrical, telephone, and other utility services where competition is not available
 - j. Copyrighted materials not available from multiple sources
 - k. Seasonal and recreational service providers
 - l. Hospitality services and expenses
 - m. Fees and costs of job related seminars and training
 - n. Travel
 - o. Artists, music ensembles (bands) and other entertainment providers and animals.

7.07 Contract Terms

Unless otherwise provided by law or Board authorization, a contract or bid award may be entered into for a period not exceed three (3) years provided that the term of the contract / award is included in the solicitation and subject to the following:

1. Funds are available for the first fiscal period of the contract /award.
2. Extensions of the contract /award for subsequent fiscal years are subject to availability and appropriation of funds. Solicitation for a multi-year contract / award shall include a non-appropriation clause.
3. TCA 7-51-911 provides that contracts for the purchase of gasoline and diesel fuel are limited to twenty four (24) months.
4. Contracts for capital improvement property may not exceed forty (40) years or the useful life of the property whichever is less. (Reference TCA 7-51-902)
5. Contracts for lease or lease-purchase of real property shall comply with TCA 7-51-904 with regard to public notice.

Unless otherwise provided by law, the Board of Mayor and Aldermen may enter into a contract or bid award for a period exceeding three (3) years when the Board deems the contract or award in the City's best financial interest to approve a longer term.

SECTION 8: SPECIFICATIONS

8.01 Purpose

All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the City's needs, and shall not be unduly restrictive.

Use of Standardization

Standardization takes advantage of lower prices from buying in bulk. It also lowers the administrative cost of purchasing by reducing the total number of purchases made. Standardization consists of consolidating similar requirements into a single specification, whenever possible and shall be the responsibility of the department head or designee.

Use of Specifications

Specifications are a clear and complete description of the essential requirements that items should meet. Well-written specifications ensure that maximum value is being obtained for the public funds spent; and all qualified vendors, large and/or small, are able to compete on an equal basis.

8.02 Types of Specifications

City staff will usually prepare their own specifications; although professional assistance may be necessary for items of highly specialized or technical nature from time to time. It must be emphasized that specifications must be clear and accurate, updated regularly to reflect technological or market changes, and most of all, avoid the use of restrictive or unfair details that preclude or reduce competition.

1. Open Specification - An open specification describes of all physical and functional features, may incorporate words or phrases from widely accepted industry or governmental standards and approved in accordance with the procedures outlined in this Section.
2. Design Specification - Design specifications describe in detail precise configuration measurement, tolerance, material, standard or a method of testing or inspection.
3. Performance Specification - Performance specifications describes a result or capability that must be achieved by an item such as speed, output maintainability, or reliability.
4. Brand Name or Equal Specification Conditions for Use - Brand name or equal specifications may be used with the approval of the Purchasing Agent subject to the following factors:
 - a. No other design or performance specification or qualified products list is available;
 - b. The nature of the product or the nature of the City's requirements makes use of a brand name or equal specification suitable for the procurement.

- c. Use of a brand name or equal specification is in the City's best interests.
5. Designation of Several Brand Names - Brand name or equal specifications shall seek to designate three, or as many different brands as are practicable, as "or equal" references and shall further state that substantially equivalent products to those designated will be considered for award.
- a. Required Characteristics - Unless the Purchasing Agent determines in writing that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specifications shall include a description of the particular design, functional, or performance characteristics which are required.
 - b. Nonrestrictive Use of Brand Name or Equal Specifications - Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

8.03 Brand Name Specifications

Since use of a brand name specification is restrictive of product competition, it may be used only when the Purchasing Agent determines that:

- 1. Only the identified brand name item or items will satisfy the City's needs.
- 2. The Purchasing Agent shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section 3.14 - Sole Source/Sole Provider Purchase.

8.04 Specification Development and Approval

- 1. Research
The user department – Shall determine its needs, research available and alternative products by means of manufacturer product brochures or contacts with salespersons, and prepare and compile a detailed description that can be incorporated into a specification format.
- 2. Approval Procedure
 - a. Initiating Specification Development - The user department shall prepare specifications excepting public improvements that will be prepared by the City Engineer or Consulting Engineers.
 - b. Specification Development - The requisitioning departments shall be responsible for the completeness and accuracy of the specifications. Such specifications shall be submitted to the Purchasing Agent with the source of specifications when

- submitted.
- c. Approval of Specifications - All specifications and revisions to specifications shall be signed by the Department Head and the Purchasing Agent.

8.05 Specification Content

Specifications must be clear, detailed, accurate, well organized and uniformly consistent in format. Specifications constitute a reflection of the City and its staff due to its nature of contact with many vendors. Instructions to Bidders and General Conditions shall be a part of every specification, but may be modified as necessary.

SECTION 9: BONDS AND INSURANCE

9.01 Bonds

Bonds offer tangible protection in the form of monetary assurances that the bidder will meet his/her obligations. Bonds must be secured by the bidder at his/her own cost, and generally may be classified as follows:

1. **Bid Bond** - This is a document, usually in an amount of 5% of the bid, which guarantees that the bidder will enter into a contract with the City if they win the award. Bid bonds protect the City from erroneous or deliberate low bids which the vendor has no intention of honoring. Should the bidder fail to enter into a contract, the bid bond is forfeited. Bid bonds must be submitted with the bid. Bid Bonds may be required where the contract price exceeds \$100,000.
2. **Performance Bond** - This bond is a surety instrument guaranteeing that the vendor will perform according to the terms of the contract, and is generally in an amount of 100% of the bid. This bond affords protection from nonperformance and/or non-completion of major contracts, the efforts of which could result in considerable injury to the City. Should the vendor default, the bond is cashed and the City may then utilize the funds to complete the contract with another vendor. Performance bonds are submitted upon award of the contract.
3. **Payment Bond** - This bond guarantees payment of subcontractors and suppliers providing goods and services to the general contractor, who is under contract to the City. The payment bond relieves the City of financial liens against a project should the general contractor fail to pay his/her suppliers and subcontractors. These creditors will look to the bond for payment. Payment bonds are submitted upon award of the contract.
4. **Labor & Material Bond** - Same requirements as the Payment Bond. The bond guaranty may, at the discretion of the City, be in the form of a cashier's check, bank money order, bank draft of any national or State bank, certified check, or surety bond, payable to the City. The surety on any bid bond shall be a company recognized to execute bid bonds for contracts of the Federal Government.
5. **Letter of Credit** Preferred in the case of certain construction projects or multiyear contracts. Must be irrevocable.

9.02 Insurance Terms and Conditions

Insurance is required to safeguard the City from any claims resulting from damage to property and/or injury to persons caused by the vendor or his actions. The vendor, at his own cost, must secure insurance policies that name the City of La Vergne as an "additional insured" party for the duration of the contract term or project and include an auto-renew feature to ensure coverage

does not cease. The insurance guidelines in this section are applicable to all agreements, contracts, and leases. Incorporation of the provisions of this section shall be adhered to as closely as possible and as practical to the specific commodity, repair, service, or construction. Insurance guidelines include basic coverage requirements, one or more of which should be chosen for individual agreements, or contracts on an as-needed basis. Agreements, contracts, and leases shall contain risk management/insurance terms to protect the City's interests.

1. City Defined - The term City (wherever it may appear) is defined to mean the City itself, its Board, officers, employees, volunteers, representatives, and agents.
2. Other Party Defined - The term Other Party (wherever it may appear) is defined to mean the other person or entity which is party to an agreement or contract, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, or contractors and subcontractors.
3. Hold Harmless - The Other Party agrees to hold the City harmless against all claims for bodily injury, sickness, disease, death, or personal injury or damage to property or loss of use resulting therefrom, arising out of an agreement, contract, or lease unless such claims are a result of the City's sole negligence. The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of an agreement or contract, unless such claims are a result of the City's sole negligence.
4. Payment on Behalf of the City - The Other Party agrees to pay on behalf of the City, and to pay the cost of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.
5. Loss Control/Safety - Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees and property. The Other Party shall be expected to comply with all laws, regulations, or ordinances related to safety and health, shall make special effort to detect hazardous conditions, and shall take prompt action where loss control/safety measures should reasonably be expected. The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage will not shift responsibility for any damages from the Other Party to the City.

9.03 General Insurance Requirements

The Other Party shall procure and maintain the described insurance, except for coverages specifically waived by the City, on policies and with insurers acceptable to the City. These insurance requirements shall not limit the liability of the Other Party. The City does not represent

these types or amounts of insurance to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums. Except for workers compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the City as an additional insured to the extent of the City's interests arising from this agreement or contract. Except for workers compensation, the Other Party waives its right of recovery against the City, to the extent permitted by its insurance policies. The Other Party's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Other Party is responsible for the amount of any deductible or self-insured retention. Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of City, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease. If requested by the City, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements. For Commercial General Liability coverage the Other Party shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

9.04 Certificates of Insurance

The Contractor shall procure and maintain required insurance coverages documented on Certificates of Insurance. Such policies shall be from insurers with a minimum financial size of VIII according to the latest edition of the AM Best Rating Guide. An "A" or better Best Rating is "preferred;" however, other ratings if "Secure Best Ratings" may be considered. Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals. The City shall be named as certificate holder; and, except for workers compensation and professional liability, the Certificates of Insurance shall document the City as additional insured to the extent of the City's interests arising from the agreement, contract, or lease. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

9.05 Basic Insurance Coverages Required

1. Commercial General Liability - Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of \$1,000,000 per claim, \$1,000,000 per occurrence for Personal Injury Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies with

a Best's rating of no less than A. All policies shall be on an occurrence made basis; The City shall not accept claims made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

2. Professional Liability - The Other Party shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a Self-insured Retention (SIR) or deductible exceeds \$10,000, the City reserves the right, but not the obligation, to review and request a copy of the Other Party's most recent annual report or audited financial statement. For policies written on a "Claims Made" basis, the Other Party warrants the retroactive date equals or precedes the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of a Contract, the Other Party shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. Use with consultants or engineers only.
3. Business Auto Policy - The Other Party shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Other Party does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Other Party to agree to maintain only Hired & Non Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.
4. Workers Compensation Coverage - The Other Party shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and employers liability coverage with limits of at least \$100,000 each accident, \$100,000 each disease/employee and \$500,000 per disease/policy limit. The Other Party shall also purchase any other coverages required by law for the benefit of employees.
5. Additional Insured Requirements - Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed to include the City of La Vergne, a political subdivision of the State of Tennessee, its officers, agents and employees as Additional Insured with a CG 2026 Designated Person or Organization endorsement, or similar endorsement, to its' Commercial General Liability. The name for the Additional Insured endorsement issued by the insured shall read "City of La Vergne," political subdivision of the State of Tennessee, its officers, employees and agents along with the Contract and Bid number. The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or nonrenewal of coverage there under. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this agreement to exceed the above City, to provide coverage at least equal to the amended statutory limit of liability of the City.

6. Indemnification - The Other Party shall indemnify, defend and hold harmless the City, its representatives, employees and elected and appointed officials, from and against all claims, costs, demands, legal fees, costs of action, losses, damages or other expenses arising as a result of any negligent act, conduct, error or omission by the City, its agents, employees in the performance of this contract or occasioned wholly or in part by any negligent act, conduct, error or omission by the Other Party, or its agents, employees or subcontractors, in the performance of this contract.
7. Construction Type Contracts
 - a. Subcontractors: It shall be the responsibility of the Other Party to ensure that all subcontractors comply with the same insurance requirements referenced above.
 - b. Deductible Amounts: All deductible amounts shall be paid for and be the responsibility of the Other Party for any and all claims under this contract.
 - c. Umbrella or Excess Liability: The Other Party may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, or Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. Coverage limits will be set at the advice of the Purchasing Agent and should not be changed without their approval. The City, by and through the Purchasing Agent, reserves the right, but not the obligation, to review and reject any insurer providing coverage. The above referenced Insurance Requirements are for use when a contract is utilized or any work will be done on City property.

9.06 Selection of Insurance Requirements

Although the City enters into a wide variety of agreements or contracts each year, the majority of these are grouped into three general types for risk management purposes.

1. Type 1 - Repair, Service, or Supply: Equipment repair, janitorial services, electrical, plumbing, roofing, services, chemical supply, etc.
2. Type 2 - Construction Projects: Building construction or renovation, road, sewers, etc.
3. Type 3 - Professional Services: Architects, engineers, or other consultants providing professional services.

9.07 Insurance Selection Procedure

1. The Purchasing Agent, in consultation with the City Administrator and City Attorney, shall assist the user department in determining the verbiage and insurance coverages to include in agreements, contracts and leases. Such concerns are usually launched in the

- solicitation process.
2. The user department shall supply to the Purchasing Division a brief narrative of the project scope, general work activities and any special/possible Risk concerns peculiar to the project.
 3. The Purchasing Agent, in consultation with the City Administrator and City Attorney, shall determine what the final verbiage, insurance types and coverages should be for the project.
 4. The Purchasing Agent will assure the inclusion of these project specific guidelines in the solicitation and/or in preparation of agreements, or contracts.
 5. Post-award Compliance will be provided by the Purchasing Agent. The awardee will be notified of the award and the compliance requirements to manifest itself in Certificate(s) of Insurance. Any deficiencies are to be discussed with the contractor by the Purchasing Agent and the contractor shall take measures to have such deficiencies corrected; and, new Certificate(s) of Insurance will be sent to the Purchasing Division who will provide final sign-off when fully compliant.

SECTION 10: PROFESSIONAL SERVICES

When selecting firms to provide professional services, and in negotiating contracts for professional services the following procedures are recommended for all non-federal related purchases and required for federally funded projects.

10.01 Definitions

1. Request for Qualifications (RFQ) - A document issued by the City in order to obtain statements of the qualifications from potential firms or individuals. This is often, but not always used prior to the issuance of a request for proposal. Proponents that successfully respond are then deemed to be qualified for participating in the RFP process. RFQs may be used to determine interest in a specific identified project or potential future projects.
2. Request for Proposals (RFP) - The document used to solicit proposals from potential providers for goods and services (Offerors). Price is usually not a primary evaluation factor. Provides for the negotiation of all terms, including price prior to contract award. May include a provision for the negotiation of Best and Final Offers. May be a single step or multi-step process. RFP's are used when desired outcome is known but the approach to be used is uncertain, unclear or needs to be determined.
3. Professional Services - Services within the scope of the practice of architecture, professional engineering, law, financial consulting and similar services by persons or groups of high ethical standards as defined by the laws of the State of Tennessee (Reference: TCA 12-3-1209, 12-4-107).
4. Multi-step Evaluation Process – Often used as part of the RFQ/RFP process. The initial evaluation consist of the review of the technical or qualitative approach being taken by all respondents. Respondents are scored and ranked by a selection committee. Secondary evaluation may consider costs.

10.02 Competitive Selection – Guidelines

1. All RFQ's for Professional Services shall be processed through the Purchasing Agent.
2. All contracts for professional services which equals or exceed \$25,000 must be approved by Board of Mayor and Aldermen.
3. Contracts for services must be accompanied by a Purchase Order. Payments shall be issued against said order with proper authorization.

10.03 Competitive Selection – Procedures

1. A Selection Committee shall be formed to evaluate all statements of qualifications

proposals. The Purchasing Agent and the using department's Department Head should propose the names of at least three but no more than five City employees to serve on the Selection Committee based on their expertise in relation to the scope and execution of the project to be awarded. The Purchasing Agent or his representative shall be an actual or ex-officio member of all Selection Committees, and shall monitor all Committee activities.

2. A Conflict of Interest Form should be filled out by each Committee member at the first meeting.
3. Minutes of each Committee meeting, Conflict of Interest Forms, and scoring sheets are to be retained by the Purchasing Agent. The Purchasing Agent will facilitate the meeting and make sure all legal requirements are met. The Purchasing Agent is responsible for preparing recommendations of the top ranked firm and of the preparation of the final contract documents.
4. The Selection Committee should develop general guidelines for interview procedures for the short listed firms. Interviews and/or presentations shall be optional, as determined by the Selection Committee.
5. Each member of the Selection Committee will assign preliminary scores to each firm after review of statements of qualifications and interviews, as per the established criteria in the bid specifications.
6. The Selection Committee shall discuss their general impressions of the firms and finalize their scores.
7. Recommended criteria for evaluation of proposals include:
 - a. Prior experience with projects of similar size and complexity
 - List and description of similar projects
 - Complexity of similar projects
 - Three references (Contact name & telephone number)
 - b. Past record of performance for the City
 - Project name, dates, cost
 - Whether project was delivered on schedule and within budget
 - City personnel assigned to the project
 - c. Qualifications of personnel including sub consultants
 - Provide an organizational chart that specifies everyone that will work on project
 - Experience of technical staff that will work on project
 - Qualifications of technical staff
 - Experience and qualifications of licensed staff that will work on project
 - Education of staff

- d. Availability of personnel
 - Current work load/staff participation
 - Organization chart of the team
- e. Financial Statements
- f. Technical approach and proposed schedule to perform the tasks described in the Scope of Services
 - Level of effort
 - Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control

10.04 Competitive Negotiation

1. After finalists' ranking, the Purchasing Agent, Department Head, City Administrator, City Attorney and other designated City staff (if required), shall negotiate a contract for services with the firm which has been determined to be most qualified by the Selection Committee, at compensation within a range which has been determined to be fair, competitive, reasonable, and within budget.
2. Should the Purchasing Agent or party negotiating the contract be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price the City determines to be fair, competitive, and within budget, negotiations with that firm shall be formally terminated. After negotiations have been terminated with a firm, negotiations cannot be reopened at a later date. The Purchasing Agent or negotiating party shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Purchasing Agent shall cancel negotiations. The Purchasing Agent shall then undertake negotiations with higher ranked firms should they express flexibility in the negotiated price.
3. Should the Purchasing Agent be unable to negotiate a satisfactory contract with any of the selected firms, additional firms shall be selected in accordance with procedures noted above. Negotiations shall continue in accordance with these procedures until agreement is reached.
4. Unless otherwise required, a not-to-exceed lump sum contract shall be designated as the preferred form of contract for professional services contracts.

10.05 Less Than Three (3) Firms

In the event less than three (3) firms express an interest in a project or less than three (3) firms are deemed qualified by the Competitive Selection Committee, then the City Administrator shall make a determination as to whether to proceed with the lesser number of firms. If the decision is to re-advertise, and after subsequent advertisement, three (3) firms still cannot be qualified, then the City shall proceed hereunder with the firms qualified.

10.06 Professional Services

1. Professional services are procured based upon demonstrated competence and qualification for the type of service required and at a fair and reasonable costs and as further described in T.C.A. 12-4-107.
2. The City Attorney and City Judge are appointed by Board of Mayor and Aldermen.
3. The City, having a satisfactory existing working relationship with a professional services firm, may expand the scope of the services; provided, that they are within the technical competency of the existing firm.

10.07 Prohibition against Contingent Fees

Contract for professional services when federal funding is involved shall contain the prohibition against contingent fees

10.08 Emergencies

In the event of bona fide public emergencies declared by the Board of Mayor and Aldermen, compliance with some or all of the provisions may be waived by the City Administrator with the exception of federally funded projects.

10.09 Federal and/or State Funded Projects

Purchasing for all federal and/or State funded projects shall be administered in accord with the provisions of this section pursuant to T.C.A § 12-4-107. If any portion of this section conflicts with applicable state or federal laws or regulations, that portion shall be considered void. The remainder of this section shall not be affected thereby and shall remain in full force and effect.

Purpose: To prescribe the policy of the City of La Vergne, TN, hereinafter in section 10.09 is referred to as the Agency, applicable to the procurement, management and administration of consultant services for architectural, engineering, and right-of-way services for projects.

Application:

1. Engineering and Design Related Services

This section is to include all engineering and design related services described in T.C.A. §12-4-107, 40 U.S.C. Chapter 11, 23 U.S.C. §112 (b)(2), 23 CFR Part 172, and 2 CFR 200.317.

2. Right-of-Way Acquisition Services

This section also includes right-of-way acquisition services for required projects. These services include contracts for appraisal, acquisition, or relocation services related to the acquisition of land entered into by the Agency for the purpose of acquiring right-of-way. Since compensation for these services is not paid pursuant to federal regulation, the terms of this section regarding methodology of compensation are not applicable.

Definitions:

1. Competitive Negotiation means a qualifications-based selection procurement procedure complying with 40 U.S.C. §§1101–1104, commonly referred to as the Brooks Act.
2. Engineering and Design Related Services means:
 - a. Program management, construction management, feasibility studies, preliminary engineering, design engineering, surveying, mapping, or architectural related services with respect to a highway construction project or projects; and
 - b. Professional services of an architectural or engineering nature, as defined by Tennessee law, including T.C.A. §12-4-107, which are required to or may logically or justifiably be performed or approved by a person licensed, registered, or certified to provide architectural or engineering services.

Examples of services within the scope of this section include, without limitation, project planning, environmental studies, context sensitive solution/design services, cultural resources studies, geotechnical studies, historic studies, archeological studies, socio-economic and environmental justice analyses, drainage studies, inspection services, intelligent transportation system design and development, traffic control systems design and development, roadway design services, including surveying and mapping, structural design services, materials inspection and testing, value engineering, utility relocation/coordination, and utility analysis/design services with respect to a highway construction project or projects.

3. Fixed fee means a dollar amount established to cover the consultant's profit and other business expenses not allowable or otherwise included as a direct or indirect cost.
4. One-year applicable accounting period means the annual accounting period for which financial statements are regularly prepared by the consultant.
5. Scope of work means all services, work activities, and actions required of the consultant by the obligations of the contract.
6. Technical Services means specialized testing or other paraprofessional services that provide test results, data, or information in support of engineering services, including such services as laboratory testing, core borings, and material sampling.

Procurement Methods:

1. 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. The proposal solicitation process is by public announcement 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.
2. Small Purchases - 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 as defined in 48 CFR §2.101 (currently \$150,000). Competitive negotiation in the manner of a "Brooks Act" qualifications-based selection procedure is not required.
3. 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, there is an emergency which will not permit the time necessary to conduct competitive negotiations, or after solicitation of a number of sources competition is determined to be inadequate.

Types of Contracts:

1. Project Specific Contract – A project specific contract provides for all the work associated with a specific project or projects that is to be performed by 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.
2. Multiphase Contract – A multiphase contract is similar to a project-specific contract 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.
3. General Engineering Related Contract – General engineering related contracts are for

engineering and design related services related to transportation planning, design, or program management for use on multiple projects. Examples include the development of design standards and technical manuals, and the development of comprehensive transportation program management manuals. These services may be performed on a project specific or on-call basis.

Selection:

1. Consultative 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 Agency's legally designated selection authority must 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 Agency's legally designated selection authority a recommended list of at least three of the most highly qualified firms if one firm is to be selected. If more than one firm is to be selected from a single solicitation, the CEC's recommended list of the most highly qualified firms shall include at least two more firms than the number of selections to be made.
 - 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 Agency's legally designated selection authority.
2. Prequalification of Consultants
 - a. All firms, including any public or private universities, shall have a current prequalification status which can be found on the Tennessee Department of Transportation's website.
 - b. Firms and their employees must comply with the applicable state licensing law requirements including but not limited to Tennessee Code Annotated Title 62, Chapter 2 (Architects, Engineers, and Landscape Architects), Title 62, Chapter 39 (Real Estate Appraisers), Title 62, Chapter 18 (Land Surveyors), and Title 62, Chapter 36 (Geologists).
 - c. Firms prequalified by the Tennessee Department of Transportation for engineering and design related services shall have either an "Unlimited" or "Limited" prequalification status as described below:
 - Unlimited Prequalification: This level of prequalification allows consulting firms to compete for any projects for which they are professionally and financially pre-qualified with the Tennessee Department of Transportation. Continued prequalification at this level requires submittal

- of the prequalification form every three years.
- Limited Prequalification: This level of prequalification allows firms seeking prequalification for engineering and design related services to:
 - Compete for projects with fees estimated to be less than the "Small Purchase Maximum Contract Value" per contract (see Section VI), or
 - Work as a sub-consultant or as contract labor with fees estimated to be less than the "Small Purchase Maximum Contract Value" per contract.
- d. Expiration or termination of a consultant's prequalification status may be cause for the Agency to terminate any contract with a consultant.
- e. A name change, merger, buy out or other similar change in status shall cause a termination of the existing prequalification and necessitate the submittal of a new prequalification form to the Tennessee Department of Transportation.
- f. A firm's prequalification status shall be terminated if the firm is included on the Federal Excluded Parties List or if it has been suspended or debarred by the Tennessee Department of Transportation or any other agency of the State of Tennessee.

3. Competitive Negotiation Procurement Procedure

- a. Confidentiality of Data and Records Retention
 - 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.
 - Audit information shall not be provided to other consultants or any other government agency not sharing the cost data, or to any firm or government agency for purposes other than complying with the Agency's acceptance of a consultant's indirect cost rates pursuant to 23 U.S.C. § 112 and 23 CFR Part 172 without the written permission of the affected consultants. If prohibited by law, such cost and rate data shall not be disclosed under any circumstance; however, should a release be required by law or court order, such release shall make note of the confidential nature of the data.
 - In accordance with 23 CFR 172.7 and the provisions of 2 CFR 200.333, financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report. The only exceptions are the following:
 - If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
 - When the non-Federal entity is notified in writing by the Federal

awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

- Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3- year retention requirement is not applicable to the non-Federal entity

b. Solicitation

The Agency shall seek Letters of Interest from pre-qualified firms by public announcement through its internet website and by any other means of advertisement that may be required by law. Solicitations shall be reviewed and approved by the Local Programs Development Office before publishing.

- For all contract types, the solicitation shall address:
 - Contact information at the Agency for project specific questions;
 - The specific location where the Letters of Interest should be mailed or emailed;
 - The deadline for submittals of Letter of Interest (not less than 14 days from the date of the solicitation);
 - 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 for the Letters of Interest; and
 - Disadvantaged Business Enterprise (DBE) and Small Business encouragements.
- The solicitation shall provide at a minimum, the following:
 - A detailed scope of work, including:
 - The purpose and description of the project;
 - The services to be performed;
 - The deliverables to be provided;
 - The estimated schedule for performance of the work; and
 - The technical requirements of consultants required including the applicable standards, specifications, and policies;
 - The qualifications of consultants needed for the services to be rendered;
 - Any requirements for interviews or other types of discussions that may be conducted with the most highly qualified firms in Phase II of the selection of process;
 - The evaluation criteria to be used in Phases I and II of the selection process, including the relative weight of importance of the factors to be considered in evaluating the interested firms that submit proposals in Phase II of the selection process;
 - Any approved non-qualifications based evaluation criteria to be considered in Phase II of the evaluation process;

- The contract type and method of payment; and
- Any special provisions or contract requirements associated with the solicited services.
- For mid-range and large size projects, the CEI consultant shall not be associated with any other aspect of the project as described in Attachment A. The Agency must advertise separately for design and CEI services for midrange and large projects, OR the Agency must separate the project into phases on one advertisement and require the consultant to indicate to which phase they are responding.

c Consultant Evaluation Criteria

- The qualifications-based selection criteria used for evaluation, ranking, and selection of consultants to perform engineering and design related services may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.
 - For Phase I evaluation, the qualifications-based evaluation criteria may include, but are not limited to, the following:
 - Work experience in the required disciplines with TDOT, the Agency, and/or other clients;
 - Specialized expertise;
 - Professional licensure;
 - Staff capabilities of prime consultant;
 - Size of project and limited or unlimited prequalification status; and,
 - For firms submitting proposals during Phase II evaluation, the following additional evaluation criteria may also be included:
 - Workload capacity; including amount of work under contract with the Agency, if applicable
 - Past performance on Agency Projects;
 - Technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures);
 - Other factors including interviews and demonstrations, as approved by the Agency; and
 - Any approved non-qualifications based evaluation criteria, as provided in paragraph C.2., below.
- If approved by the Agency's legally designated selection authority and the Department's Local Programs Office, the following non-qualifications based criteria are permitted, provided the combined total of these factors does not exceed a nominal value of ten percent (10%) of the total evaluation criteria:
 - For contracts with Federal-aid funding, participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-

consultants; and/or

- For any contracts a local presence may be used as a nominal evaluation factor where appropriate; provided, that this factor shall not be based on political or jurisdictional boundaries, and provided further that this factor may be applied only on a project-by-project basis for contracts where:
 - A need has been established for a consultant to provide a local presence;
 - A local presence will add value to the quality and efficiency of the project; and
 - Application of this factor leaves an appropriate number of qualified consultants, given the nature and size of the project.
 - If a consultant from outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.
- For contracts or projects with Federal-aid funding, the Agency may set DBE goals, 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 CFR Part 26, to be considered for selection.

d. Evaluation, Ranking and Selection

- Phase I Evaluation
 - Using the evaluation criteria identified in the public solicitation, the Agency advertising for engineering related services shall evaluate current statements of qualification and performance data from those firms submitting Letters of Interest.
 - Unless specifically stated otherwise in the solicitation, the evaluation of a firm's qualification during Phase I evaluation shall be limited to the prime consulting firm only.
 - Evaluations shall be presented to the CEC for review. The CEC shall choose at least three of the most highly qualified consultants who would make viable candidates and who will be invited to submit a proposal.
 - The Agency shall issue a list of firms chosen to submit proposals and notify the firms that were not selected. The firms selected in Phase I shall be requested to submit a proposal for the work. Proposal format requirements, delivery address and deadlines shall be included in the notification sent to the selected firms. Electronic delivery and receipt of the proposal may be permitted.

- Phase II Evaluation
 - The Agency shall evaluate the proposals of firms selected in Phase I using the Phase II evaluation criteria identified in the public solicitation.
 - A consultant firm that has been short-listed for a project and asked to submit a proposal shall specifically identify any sub-consultant(s) required to complete the project team. Identified sub-consultants will be evaluated using the criteria identified in the public solicitation. All sub-consultants identified on the submittal must be pre-qualified by the Tennessee Department of Transportation to perform the required tasks or have an application pending prior to submittal of the proposal. It shall be the responsibility of the prime consultant to include a signed statement from each sub-consultant on their own letterhead confirming that they have the staff available and agree to provide the necessary services for the specific item/project listed in the prime consultant's proposal. Failure to meet these requirements will void the submittal.
 - Separate formal interviews, if approved as an evaluation criteria, shall 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.
 - The Agency shall present the evaluation of proposals received from firms selected in Phase I to the CEC for review. The CEC shall rank the firms based on the established and published criteria, or the CEC shall submit to the legally designated selection authority a list of the firms deemed most highly qualified to provide the services required. The list shall contain no fewer than three firms. In instances where only two qualified consultants respond with proposals, the Agency may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements that arbitrarily limited competition.
- Phase III Evaluation, Ranking, Selection and Notification
 - If the CEC does not make the final ranking of the most highly qualified firms, the Agency's legally designated selection authority shall rank the firms in order of preference.
 - Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.
 - The Agency will negotiate with the three consultant firm(s) deemed to be most highly qualified in rank order.

e. Negotiation of Contract

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

- Determination of Contract Amount: The Agency shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work. The independent estimate, which shall serve as the basis for negotiation, will be based on the following:
 - Relative difficulty of the proposed assignment or project, size of project, details required, and the period of performance; and,
 - 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.

- Scope of Work Meeting with Selected Firm: The Agency will negotiate with the selected firm and may arrange a conference with the prospective consultant where 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.
- 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:

- 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.
- The Agency will assess the fairness of the proposed fixed fee based on the scope, complexity, contract duration, degree of risk borne by the consultant, amount of subcontracting, and professional nature of the services as well as the size and type of contract. Fixed fee is calculated using the following formula: Fixed Fee = 2.35 x

Direct Salary x Allowed Fixed Fee Rate. Unless a higher fixed fee rate is expressly approved by the Agency, the maximum allowable fixed fee rate is 13% (See Appendix 1 for fixed fee rate determination).

- The proposed compensation shall be studied for reasonableness and to assure sufficient compensation to cover the professional quality of the work items desired.
- 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 be formally terminated 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 any 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 resolicit proposals pursuant to "POLICY", Section III, B, "Solicitation".
- The Agency shall maintain a record of the negotiations and all required approvals and shall retain these records for 36 months following final payment in accordance with Item A.3. of this section and as provided in 23 CFR § 172.7 and 2 CFR § 200.333.

f. Contract Development and Execution

- In the event the parties reach agreement, the legally designated selection authority shall approve the preparation of a contract.
- 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 Agency.
- The contract shall contain a clause whereby the consultant must report at least quarterly all amounts paid to any DBE sub- consultants and to any Minority Business Enterprise (MBE) and/or Woman Owned Business Enterprise (WBE) sub- consultants.
- Method of Payment: The method of payment to the consultant shall be set forth in the original solicitation, contract, and in any contract modification thereto. The methods of payment shall be: Lump sum, cost plus fixed fee, cost per unit of work, or specific rates of compensation. A single contract may contain different payment methods as appropriate for compensation of different elements of work.
- Suspension and Debarment: Prior to contract execution, the Agency shall verify suspension and debarment actions and eligibility status of

consultants and sub-consultants in accordance with 2 CFR Part 1200 and 2 CFR Part 180.

- The Agency shall maintain a record of the negotiations and all required approvals.
- 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 section shall be maintained for the life of the contract. Consultants responsible for the disbursement of Agency funds shall be required to provide evidence of a Fidelity Bond in the amount of \$250,000 maintained for the life of the contract.

g. Contract Administration

- 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 subconsultants and the impact on the project schedule and financial elements of the contract. The substitute sub-consultant must be pre-qualified at the appropriate level (unlimited or limited) by the Department of Transportation to perform the required tasks. After consideration of all factors of the request, the Agency will respond to the request in writing.
- After the contract has been approved, a work order issued, and productive work on the consultant's assignment has begun, 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, which project development is commensurate with project billings, and that work does not deviate from the contracted assignment.
- Should conditions warrant, these reviews may consist only of an appropriate exchange of correspondence. These reviews shall determine, among other matters, if any changes or supplemental agreements are required for the completion of the consultant's work.
- A full-time 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.

h. Contract Modifications

- A contract modification, in the form of an executed supplemental

agreement or amendment, is required whenever there is a change in the terms of the existing contract, including a change in the cost of the contract; a significant change in the character, scope, complexity, or duration of the work; or a significant change in the conditions under which the work is required to be performed. Contract modifications shall be negotiated using the same procedures as the negotiation of the original contract. The executed supplemental agreement or amendment shall clearly define and document the changes made in the contract and establish the method of payment for any adjustment in contract costs.

- 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, beyond the type of services solicited in the original solicitation.
- Overruns in the costs of the work shall not automatically warrant an increase in the fixed fee portion of a cost plus fixed fee reimbursed contract. Permitted changes to the scope of work or duration may warrant consideration for adjustment of the fixed fee portion of cost plus fixed fee or lump sum reimbursed contracts.

i. Contract Accounting Policies

- Indirect Cost Rate – Basic Agreement or Contract
 - Federally funded projects: The indirect cost rate, 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 the cognizant agency as defined by 23 CFR § 172.3. 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. Further;
 - The indirect cost rate for firms with multiple offices shall be a combined rate for all offices.
 - The approved rate shall be utilized for the purposes of contract estimation, negotiation, administration, reporting, and contract payment for a twelve month period beginning the seventh month after the firm's Fiscal Year End.
 - If the indirect cost rate expires during the contract period

an extension may be considered on a case- by-case basis in accordance with 23 CFR § 172.11(b)(1)(vi). In any event, no new contracts will be considered for any firm without an approved indirect cost rate.

- State funded projects: Pursuant to T.C.A. § 54-1-130, the indirect cost rate cannot exceed a maximum of 145%.
- Travel: Travel and subsistence charges shall be in conformance with the State of Tennessee Comprehensive Travel regulations. Air travel shall be preapproved by the Agency. Actual expenses, not to exceed the commercial rate, for the use of company owned airplanes are allowable as a direct charge.
- Fixed Fee Payment:
 - For cost plus fixed fee contracts, payments of fixed fee shall be based on the actual labor costs not to exceed the total approved fixed fee.
 - The fixed fee for each progress billing shall be determined using the consultant's actual direct labor for the specific billing period multiplied by 2.35 times the negotiated fixed fee percent.
 - With the exception of Construction Engineering and Inspection Contracts, the firm may invoice for the balance of any unbilled fixed fee upon successful completion of the contract.
- Contract and Project Closing: The Agency is responsible for keeping up with contract costs and knowing when a contract is complete. The Agency 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.
- Retainage shall not be required for new Engineering and Technical Services Contracts.
- Audit Requirements:
 - Pre-award audits consist of a review of a proposed indirect cost 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. Firms will be selected for contract compliance audits using a risk analysis utilizing primarily the firm's total contract exposure with the Agency and the time elapsed since the last compliance audit.

- Annual approval 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. The determination of whether to perform a desk review or full field audit of the indirect cost schedule is made utilizing a risk analysis created in accordance with the guidelines proscribed in the AASHTO Uniform Audit & Accounting Guide.
- Computer Aided Drafting and Design (CADD) Expenditures: All CADD equipment and software expenditures are to be treated as part of indirect cost. CADD expense will not be allowed as a direct expenditure based on an allocation rate.
- Facilities Capital Cost of Money (FCCM) Rate: FCCM referenced in 48 CFR § 31.205-10 shall be allowed as part of indirect cost and applied to direct labor.
- Direct Costs
 - Include job related expenses that 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.
 - 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.
 - Electronic equipment, such as personal computers, cameras, and cellular phones, shall be included in the consultant's indirect cost.
 - The cost of the use of the consultant's vehicle(s) to the Agency's project shall be paid for according to Attachment B, Schedule of Vehicle Reimbursements.
- 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 the Agency's Finance Director in writing, with a copy to the Department's Local Programs Office. The Agency will contact 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 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.

j. 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 and/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 indirect cost computations for engineering services.

Geotechnical Studies and/or Subsurface Exploration/Drilling and/or Laboratory Testing services shall be procured as noted in "POLICY", i.e., this section, Section III, Competitive Negotiation Procurement Procedure. The technical services costs shall be negotiated by the Agency based on usual industry standards.

k. Sub-consultants for Engineering Services

- Geotechnical Studies and/or Subsurface Exploration/Drilling and/or Laboratory Testing within another Engineering Services Firm: These services may be procured as part of the larger contract, e.g., roadway design. Payment for subsurface exploration/drilling shall be invoiced as a direct cost. Geotechnical studies shall be invoiced as other engineering services.
- Geotechnical Studies Firms as Sub-Consultants
 - Geotechnical Studies Only: The services of these firms may be procured by negotiation with the prime consultant as described previously herein.
 - Geotechnical Studies and/or Subsurface Exploration/Drilling and/or Laboratory Testing Firms as Sub-Consultants: The services of these firms shall be procured by negotiation with the prime consultant. However, costs associated with subsurface exploration/drilling and/or laboratory testing shall be negotiated by the Agency.

l. Sub-consultants Not Covered Under Engineering Services

In the event a sub-consultant is required whose hiring process, as a prime, would not be governed by Competitive Negotiation under this Section, that sub-consultant shall be retained by the same method as the Agency would use to procure the same type of services under the Agency's local law or other applicable state law.

- Example: Design consultants are occasionally asked to provide laboratory testing services under their design contract. The design

- consultant shall use, and document, the applicable procedures identified by the Agency.
- 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.

4. Noncompetitive Negotiation Procurement Procedure

The following procedures shall be used by the Agency, subject to the Tennessee Department of Transportation's prior approval, in those circumstances where there exists only one viable source for the desired services, when competition among available sources is determined to be inadequate after solicitation of a number of sources, or in emergencies when adherence to normal competitive negotiation 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. Before using this form of contracting, the Agency shall submit justification to and obtain approval from the Department; provided, however, that for Federal-aid contracts, the Department shall also submit the request to FHWA for approval in accordance with 23 CFR § 172.7(a)(3)(ii).

5. Small Purchase Procurement Procedure

When the contract cost of the services does not exceed the simplified acquisition threshold as defined in 48 CFR § 2.101 of the Federal Acquisition Regulations (FAR), which is currently \$150,000, small purchase procedures may be used. The scope of work, project phases and contract requirements shall not be broken down into smaller components merely to permit the use of small purchase procedures. Further, a contract obtained under small purchase procedures shall not be modified to exceed the simplified acquisition threshold.

Proposals will be obtained from an adequate number of qualified sources with a minimum of three. In instances where only two qualified consultants respond to the solicitation, the Agency may proceed with evaluation, ranking and selection if it is determined that the solicitation did not contain conditions or requirements which arbitrarily limited competition. Awards will be made to the responsible firm whose proposal is most advantageous to the program.

6. Technical Service Procurement Procedure

The Agency shall use the procurement process it would use for the same type of service under applicable state or local law; provided, that on Federal-aid projects the procurement process shall be consistent with competitive procurement requirements under 2 CFR Part 200.

ATTACHMENT A – Consultant Selection for Locally Managed Projects

Size of Project	Type of Project	Procurement Requirements
SMALL projects • Must have a full-time employee on staff with experience managing transportation projects. • Must hire consultants for all phases of the project from TDOT's approved list if the Local Government has not been approved by TDOT to use their own forces. The consultants must be qualified in the required area of expertise.	• Transportation Alternatives • Intersection improvements without significant ROW (under one acre of disturbance) • Safe Routes to School • Resurfacing • Striping • Signing • Guardrail installation • Signalization • Some bridge replacement projects (under one acre of disturbance) • Non-construction/service contracts (as listed in Chapter 10 of the LGG) • Low-risk and exempt ITS	Local Government can use the same consultant for the entire project (planning, preliminary engineering and CEI)
MID-RANGE projects • Must have a qualified, fulltime professional engineer on staff. • Must hire consultants for all phases of the project from TDOT's approved list. The consultants must be qualified in the required area of expertise.	• Roadway widening • Realignment of existing roadway • Signalization projects with the addition of turn lanes • Intersection improvements with significant ROW (over one acre of disturbance) • Bridge replacement projects requiring significant land acquisition (over one acre of disturbance) • Projects with environmental requirements greater than a categorical exclusion but lesser than an EIS • High-risk ITS	The selected CEI consultant shall not be associated with any other aspect of the project.
LARGE projects • Must have a qualified, fulltime professional engineer on staff with extensive experience working with federally-funded transportation projects. • Must hire consultants for all phases of the project from TDOT's approved list. The consultants must be qualified in the required area of expertise.	• Construction of new facilities • Widening of existing roadways • Realignment of existing roadways that require significant land acquisition (over 10 acres) • Environmental clearances that require an EIS	The selected CEI consultant shall not be associated with any other aspect of the project.

ATTACHMENT B – 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 \$27.00 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 \$30.25 per day

Rate changes are approved: _____
AGENCY HEAD DATE

SECTION 11: FIXED ASSET & PROPERTY MANAGEMENT

This section describes the policy and procedures related to the management of accounting for fixed assets of the City of La Vergne. In addition to the general policies regarding fixed assets, subsections describe the procedures for controlling those assets from acquisition to disposal.

11.01 Policy

Tangible assets with an expected useful life or more than one year and of sufficient value or due to the nature and marketability that may subject the asset to potential loss or theft shall be managed and controlled in order to insure effective and efficient usage of the asset. Proper stewardship of public assets is key to the establishment of public trust and economic growth of our community.

11.02 Definitions

Land and Right of Ways – Land is a fixed asset purchased or acquired by the City with the intent to use the asset into perpetuity. Rights of ways are intangible claims to the use of property not owned by the City into perpetuity.

Infrastructure - An interconnected system or network of structures that provide the basis of commerce and development of our community. Infrastructures consist of but may not necessarily be limited to roads, sewers, storm water structures, communication networks and other similar utilities.

Capital Assets – An asset or group of assets whose acquisition cost is \$25,000.00 or more and whose expected useful life is more than one year.

Supplies – General purpose consumable items whose individual value is small and whose life expectancy or usefulness is one year or less.

Surplus Property – Any asset, supply, materials or equipment no longer needed by a department to perform its mission. Included within this definition is excess property of value and scrap which no longer has value for the intent it was originally purchased.

11.03 Roles and Responsibilities

1. The Finance Director or his/her designee shall be Fixed Asset Manager whose primary duties shall consist of the following:
 - a. Maintain asset records for all fixed assets.
 - b. Insure that all fixed assets are properly and adequately tagged or otherwise identified as property of the City of La Vergne.
 - c. Coordinates the inventory of all fixed assets.
 - d. Maintains complete and accurate insurance schedules for fixed assets consistent

- with City policy.
 - e. Provide for the disposal or transfer of all surplus fixed assets in a manner consistent with the best interest of the City.
- 2. Department Heads shall be responsible for:
 - a. Safekeeping and maintenance for all fixed assets assigned to and or purchased for their respective departments.
 - b. To insure that the use of all assets is consistent with City policies and procedures.
 - c. Timely identification and reporting of all fixed assets no longer needed by their department.
 - d. Insuring that the inventory of fixed assets is accurately completed in a timely fashion.
 - e. The appointment of a departmental inventory coordinator (if necessary).
- 3. Departmental Inventory Coordinator shall be responsible for:
 - a. Coordinating and or conducting the physical inventory of fixed assets at the respective department.
 - b. Assisting with the identification of new, surplus and transferred assets by completing and submitting equipment control forms as required.
 - c. Auditing the inventory list on an annual basis to ensure that fixed assets are still under city control and in proper working condition.
- 4. Employees shall be responsible for:
 - a. The care and maintenance of City property within their control or possession.
 - b. Insuring that City property is controlled according to the policy and procedure set forth herein.

11.04 Control and Identification

- 1. Control - City property, assets and/or equipment are to be used only in the performance of City duties. It is not the policy of the City to lend City property to individuals or organizations or to permit members of the staff to use City property and/or equipment for their personal use. Removal of City property from buildings and/or grounds of the City for purposes other than City business is strictly prohibited.
- 2. Identification - All capital assets shall be properly identified and/or tagged in such a manner as to clearly mark the asset as City of La Vergne property.
 - a. Titled and registered vehicles and heavy equipment may be sufficiently identified by serial number and therefore do not require a City asset tag; however, if the serial number becomes damaged or obscured the department inventory coordinator shall request a fixed asset tag to be placed on the vehicle or equipment. In most instances these vehicles shall further be identified with City logo, seal, or name affixed to the exterior.
 - b. All capitalized equipment shall be identified with a City fixed asset tag unless

exempted. Tags will be placed near or adjacent to the manufacturer's nameplate when possible and/or in a position for easy sighting. Additional identifying information such as serial or model numbers will be recorded or verified at this time. Certain equipment may require tag numbers be "etched" or written with a permanent marker. The department inventory coordinator shall request a replacement tag when and if the existing tag is lost, damaged or obscured.

- c. Assets may be exempted from tagging due to the nature or use of the asset. Exempted assets shall be identified as to specific location and/or employee to which they are assigned. Assignment and location must be updated as necessary. Examples of exempted assets include but not limited to guns and weapons and covert police equipment.

11.05 Disposal of Surplus Property

Capital assets, supplies and other equipment will at some point reach their useful life or utility to the user department or be fully consumed. At that point the asset is considered surplus to the user department and ready for disposal. Disposal may take the form of transfer to another department, trade in on a new asset, sale or disposal. Supplies not consumed and no longer needed by a department shall also be considered for transfer or disposal. The goal of property disposal is to maximize the remaining value of the asset/supply or equipment.

1. Declaration of surplus property - In order to maximize the value of any property no longer needed by a department, it is important to identify and report the property as surplus as soon as possible.
 - a. A surplus property form is to be completed and must be signed by the Department Head.
 - b. The surplus property form shall identify to the extent possible the asset being declared surplus including serial number, location and general description.
 - c. The general condition of the surplus asset shall also be noted and shall include major problems, issues or defects.
 - d. To the extent possible, surplus assets shall be stored in such a manner as to prevent theft, loss or damage particularly from the elements until the item can be disposed.
2. Transfers - The highest and best use of surplus property is transfer from one department to another.
 - a. Transfers may originate between departments or between the fixed asset manager and the department requesting the surplus property.
 - b. An equipment control form shall be completed for all surplus transfers and signed by both the surrendering department and the receiving department.
 - c. The completed and signed form shall be submitted to Fixed Asset Manager.
 - d. No transfers shall be made between departments without completion of a surplus property transfer form.
 - e. Transfers are made without any monetary exchange or budgetary adjustments

- with the exception of enterprise fund department assets.
 - f. Enterprise funds are not allowed to transfer assets or supplies to non-enterprise funds or between enterprise funds without being reimbursed the fair market value of the asset being transferred.
 - g. The Fixed Asset Manager shall update the asset records to reflect all transfers.
3. Trade In - Assets may be traded in for similar assets provided that the City is receiving fair market value for the assets being traded and the asset being acquired is also valued at fair market.
- a. Assets considered for trade in shall have a surplus property form completed and submitted to and approved by the fixed asset manager prior to the consummation of any transaction.
 - b. Trade in of assets valued \$25,000 or more shall be noted in an agenda item for Board of Mayor and Aldermen approval disclosing the asset being acquired, its value and trade in allowance being offered and statement of fair market value of the asset being traded.
 - c. The Fixed Asset Manager shall update the asset records to reflect all trade in.
4. Disposals – Final disposal of surplus property will be coordinated by the Fixed Asset Manager.
- a. The Board of Mayor and Aldermen shall approve the disposal of all surplus property prior to the item being disposed. The Fixed Asset Manager will prepare an agenda item for Board approval.
 - b. Accepted disposal methods are :
 - Public Auction – preferred method is online through GovDeals.com
 - Trade In – see procedure above
 - Sealed Bid – After proper and adequate advertising
 - Recycling – May be applicable to metal, oil, etc.
 - Discard – Last disposal method to be considered
 - Donation – If approved by the Board
 - Abandonment – In the case of right of ways and certain real estate
 - c. Surplus firearms and other weapons shall only be offered for sale to another public law enforcement agency or a licensed gun dealer.
 - d. Prior to the sale, all City logos or other symbols are to be removed or destroyed from the item(s) being sold.
 - e. Proceeds from disposals shall be credited to governmental fund from which the asset was purchased.
 - f. The Fixed Asset Manager shall update the asset records to reflect all disposals.
 - g. City employees, with the exception of the fixed asset manager, are allowed to bid on surplus property being sold in an open public market such as public auction or sealed bid. City employees are prohibited in engaging in the recycling or discard of City property. City employees shall not bid on items during work hours.
 - h. City employees are not authorized dispose of, sell, or offer for sale, any City-

owned property that is in violation of this policy. Any employee who violates this policy shall be subject to disciplinary action up to and including termination and, if applicable, subject to criminal prosecution.

- i. The City shall avoid the sale of surplus property that might reasonably be dangerous or hazardous to the ultimate purchaser. These items shall be disposed of in a safe manner and not sold. Dangerous or hazardous items shall include, but not be limited to, the following:
 - Explosives
 - Volatile or highly toxic chemicals
 - Equipment, materials and items that cannot be repaired, operated or used safely due to obsolescence, defect, lack of maintenance, damage, etc.

11.06 Theft, Loss or Damage of City Property

Departments shall take all reasonable and necessary measures to prevent theft or loss of City property, however, in the event that such an event occurs the following procedure must be followed.

1. Any theft of City property must be reported immediately to the La Vergne Police Department by telephone and confirmed in writing by the Department in charge of the lost property.
2. A copy of the police report shall be attached to a completed equipment control form and submitted to the department inventory coordinator who shall then route the forms to the Fixed Asset Manager.
3. Damaged City property may be insured against such damage and as such should be reported to the department inventory coordinator who shall then notify the fixed asset manager regarding the extent of damage. An insurance claim shall be filed by the Human Resources Department with the City's insurance carrier. In the event of a total loss, the department inventory coordinator shall complete an equipment control form including the department head's signature and forward the form to the Fixed Asset Manager.

11.07 Scrap Metal

The sale of scrap metal is regulated by the State of Tennessee as covered in Title 62 Chapter 9 of the T.C.A. The City of La Vergne will conform to those regulations when selling any scrap metal. All sales of scrap metal must be approved by the Board of Mayor and Aldermen through a surplus property resolution.

1. Unless specifically authorized by the Fixed Asset Manager, all sales must be to a licensed scrap metal dealer in the State of Tennessee
2. Payment will be made by check or money order payable to the City of La Vergne.

SECTION 12: VENDOR RELATIONS

12.01 Vendor Relations

1. Introduction - The City of La Vergne strives to develop effective relationships with vendors and encourages full and open competition wherever possible. The City also endeavors to maintain strong enduring relationships with vendors of proven ability and desire to meet our needs. To accomplish this, our purchasing activities will be conducted so that vendors will value our business and make every effort to furnish our requirements on the basis of quality, service and price. The relationship between the purchaser and seller is one of mutuality.

The City will buy only from suppliers who have adequate financial strength, high ethical standards, and a record of adhering to specifications, maintaining shipping promises and giving full measure of services. New sources of supply will be given due consideration as multiple sources of supply are necessary to ensure availability to materials and promote competition.

It is essential to develop and maintain goodwill between the City of La Vergne and its suppliers. The reputation of the City can be promoted by:

- a. Giving all salespersons a full, fair, prompt and courteous hearing.
 - b. Keeping competition open and fair.
 - c. Keeping specifications fair and clear.
 - d. Cooperating with the seller and considering their difficulties in providing the service or products.
 - e. Having consistent buying policies and principles.
 - f. Observing strict truthfulness in all transactions and in correspondence.
 - g. Respecting the confidence of the salespersons or their company as to confidential information.
 - h. Keeping free from obligation to any vendor.
2. Department Contact with Vendors - In the day-to-day conduct of their duties, department employees are often in contact with potential vendors and suppliers. While it is sometimes desirable for employees to be in a position to recommend certain products, no department shall attempt to place orders with vendors, except as described in this manual.
 3. Initial Vendor Contact - It is suggested that all vendors desiring to sell goods and services to the City should complete and submit a Vendor Application.

NOTE: Vendors may make application by accessing the City's website (<http://www.lavergnetn.gov>), then selecting the "Doing Business" tab and selecting Vendor Application. A paper application is available upon request.

12.02 Code of Ethics and Conduct

It is the policy of Purchasing to promote the City's reputation for courtesy, fairness, and impartiality. The responsibility for achieving this goal rests with each individual who participates in the procurement process. This includes the using agencies, the vendors, as well as the Purchasing staff. Purchasing adheres to a high standard of ethics and conduct as set forth by the State of Tennessee and the National Institute of Governmental Purchasing (NIGP). Public purchasing officers are required to maintain complete independence and impartiality in dealings with vendors, both in fact and in appearance, in order to preserve the integrity of the competitive process and to ensure there is public confidence that contracts are awarded equitably and economically. Please refer to Title 4, Chapter 6 of the La Vergne Municipal Code regarding the City's Code of Ethics.

1. Acceptance of Gratuities, Gifts, and Business Courtesies - The City of La Vergne prohibits the acceptance of any item of value (remuneration) made directly or indirectly, in cash or in kind, that may induce or appear to induce the purchase or referral of any kind of goods, services, or items. Consequently, the acceptance of any gifts or business courtesies from vendors or others with whom we presently or potentially conduct business that would violate this is strictly prohibited.
2. Receiving Gifts - In all instances, the following criteria must be met in order to accept a gift:
 - a. Promotional items such as pens, notepads, mugs or similar items may be accepted from a vendor or business associate as long as they are nominal in value (no more than \$50 in the aggregate annually); and
 - b. Cash or cash equivalents such as gift certificates, stocks, bonds, etc. from outside entities or Non-employed individuals are prohibited.
3. Social Events and Business Courtesies - There may be times when it is permissible to accept a meal or other invitation offered by a current or potential business associate. However, the purpose must never be to induce or influence a business transaction. As a general rule, the cost must be reasonable. If the occasion appears extravagant or if the invitation could be perceived as intended to influence a business decision involving the City, attendance at such an occasion is prohibited.

To be acceptable, the occasion must conform to the following guidelines:

- a. The cost and location must be reasonable and not extravagant; and
- b. Paid expenses for any travel costs or overnight lodging for the individual or his/her family are prohibited; and
- c. The invitation is for an ordinary business meal or gathering during which the host is present and business is conducted; and
- d. Acceptance of such an invitation from an individual or entity is rare unless expenses are shared by both parties; and
- e. Business courtesies of personal benefit, such as a pair of tickets or invitations to

sporting events, theatrical events, or golf outings may not be accepted.

4. Use of Information - An official or employee may not disclose any information obtained in his/her official capacity or position of employment that is made confidential under State or Federal law except as authorized by law. In addition, officials and employees of the City cannot use or disclose information obtained in their official capacity or position of employment that would result in financial gain for themselves or any other person or entity.
5. Except for the receipt of such compensation as may be lawfully provided for the performance of City duties, and as noted below, no City official or employee shall be privately interested in or profit, directly or indirectly, from business dealings with, of or by the City.
6. No City official or employee shall enter into a contract with the City or perform any work or function under any contract with the City if he or she has a direct or indirect financial interest in the contract, unless all of the following conditions are met:
 - a. The contract is awarded through a process that complies with the City's purchasing requirements;
 - b. The service performed must not be any service which the employee might provide in the normal scope of their regular duties for the City;
 - c. The service performed must not present a conflict of interest nor a conflict of time with the employee's regular duties for the City; and
 - d. The City Administrator makes a formal finding that it is in the best financial interest of the City to do so after full disclosure on the part of the employee of his or her direct or indirect financial interest in the contract, and the City Administrator's finding and the employee's full financial disclosure are recorded in the minutes of the Board of Mayor and Aldermen in open session.

12.03 Complaints by Vendors

Vendor shall have the right to present a complaint, dispute or grievance concerning unfair treatment, contracts, deliveries, payments, restrictions and other incidents. The following steps are intended to provide uniform procedures for a vendor to express his problem and obtain remedy.

1. Step One - Vendor must file a grievance with the Purchasing Agent no later than seven (7) calendar days after the occurrence of the dispute or incident. The complaint must be in writing and include all supporting data and desired solution or remedy. The Purchasing Agent shall forward a copy of the complaint to the user department who shall provide a written reply within ten (10) days to the Purchasing Agent who will review and if in agreement, forward on to the vendor.
2. Step Two - If the vendor is not satisfied with the Purchasing Agent's response, the vendor

may appeal in writing to the City Administrator, who shall, with the advice of the Purchasing Agent and/or City Attorney, make a written determination to all parties involved. The City Administrator's decision shall be final.

Vendor Protest – The process for handling a protest related to a bid or the award thereof is included in Section 7.05.

12.04 Debarment of Vendors

1. Debarment Procedure - After reasonable notice to a vendor of continued performance issues or other uncorrected problem areas, the Purchasing Agent, after consulting with the City Administrator and City Attorney, is authorized to debar a vendor for cause from consideration for award of contracts, for a period of not more than three (3) years. Causes for debarment include:
 - a. Conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract.
 - b. Conviction under State or federal statutes of any offense indicating a lack of business integrity or business honesty. Examples include: embezzlement, theft, forgery, bribery, collusion, and other public entity crimes.
 - c. Conviction under State or federal antitrust statutes arising out of the submission of bids or proposals.
 - d. Violation of contract provision of sufficient seriousness that the Purchasing Agent, with approval of the City Administrator and City Attorney, considers debarment appropriate. This would include failure to perform or unsatisfactory performance of a contract or bid.
 - e. Any other cause that the Purchasing Agent determines to be so serious as to affect responsibility as a contractor to the City. Any vendor being debarred will be notified in writing by the Purchasing Agent. All reasons for the action being taken will be explained. The decision to debar the vendor is final unless otherwise overridden by the City Administrator.
2. Reinstatement - A person or corporation may be reinstated to do business with the City under the following conditions:
 - a. Discovery of new and material evidence not previously available.
 - b. Dismissal of indictment or reversal of conviction, or
 - c. Bonafide change in ownership or management sufficient to justify a finding of present responsibility.

The request of reinstatement shall be forwarded in writing to the Purchasing Agent. The City Administrator and City Attorney shall determine whether to reinstate based on written submission of evidence to one or more of the above conditions.

SECTION 13: TRAVEL POLICY

13.01 Purpose

Travel expenses may be incurred as a normal part of conducting City business. It is the policy of the City that eligible expenses incurred while on City business be reimbursed to the individual when properly documented. Personal and ineligible expenses incurred while on City business remain the responsibility of the individual. Permissible functions are conventions, luncheons, meetings, seminars, and training sessions that are related to the operations of the City of La Vergne. Reimbursement for travel shall be limited to the amount of funds budgeted within the respective departments. In order to best utilize the resources available to the City, employees are expected to minimize the costs of necessary business travel. Reimbursements for official travel will be made for expenses actually incurred and approved. It is the responsibility of the employee to adequately document the expenditures in accordance with the procedures outlined in this policy.

13.02 Travel Regulations

1. Travel Authorization Form. All travel must be approved in advance. Prior authorization requires that an estimate of all expenses that may be incurred as a result of the travel be submitted using the *Travel Authorization Form*.
 - a. All city employees, except the City Administrator, shall submit the Travel Authorization Form to their respective department head for approval. Once signed by the Department Head, it should be forwarded to the City Administrator for approval. A Travel Authorization Form for the City Administrator should be forwarded to the Mayor for approval.
 - b. Boards and Committee members shall submit their Travel Authorization Forms to the City Administrator.
 - c. Class, conference and/or seminar registration and/or itinerary information is required to be submitted with the Travel Authorization Form before being submitted to the City Administrator for approval.
 - d. All Travel Authorization Forms must be submitted with approvals to the Finance Department at least two (2) weeks prior to travel to ensure all documents are processed in a timely manner.
 - e. If traveling with other employees, each employee is required to submit a separate Travel Authorization Form with proper documentation.
 - f. All travel expenses paid by the city are sales tax exempt. Sales Tax Exemption forms are available in the Finance Department. Meals are not included because meals are reimbursed using per diem rates.
 - g. All travel confirmation documents must be attached to the Travel Authorization Form before being submitted to the City Administrator for approval. All travel expenses that are Category 3 and above are required to have a requisition and purchase order which must be obtained at least two (2) weeks prior to the travel date. Any checks needed for a vendor or travel advance checks for the employee

must be submitted at least two (2) weeks prior to the travel date to allow time for processing.

2. Ground Transportation.

- a. City Vehicles. City vehicles are required to be used in lieu of personal vehicles whenever available and practical. Only city employees are authorized to drive a city vehicle. When using a city vehicle, use the WEX Fleet card for fueling purposes only. Use the website at www.wex.com/locations for a list of fueling locations. Include the city vehicle license plate on the Travel Authorization Form.
- b. Personal Vehicles. All mileage reimbursement will be at Federal IRS rates. For mileage to be reimbursed, a copy of the Google Maps / Mapquest directions for the most direct route taken and the beginning and ending odometer readings are required to be submitted. The miles for reimbursement will be paid from origin to destination and back by the most direct route. Origin is considered to be the employee's typical workplace location or home residence, whichever mileage is less. If a personal vehicle is used by two or more employees on the same trip, only the employee that owns the vehicle will be reimbursed for mileage. It is the responsibility of the employee to provide adequate insurance to hold the city harmless from any liability from the use of a personal vehicle. The city will not reimburse the employee for automotive repairs or breakdowns when using their personal vehicles.
- c. Rental Vehicles. Rental Vehicles and fuel receipts may be reimbursed if approved in advance and supported by a detailed receipt upon return. Rental vehicles should be refueled prior to returning the vehicle. Rental contracts should include the cost of physical damage coverage. If using a rental vehicle, mileage will not be reimbursed.
- d. Ride Share Services. When using a ride share company in lieu of a rental vehicle, employees should select the basic level of service when traveling with less than three (3) people. Enhanced level (or XL) is allowed when approved travel and ride share includes four (4) or more employees. If a lower level of service is not available in a reasonable amount of time, the employee may determine that a higher level of service is necessary for travel efficiency.

3. Airline Travel.

- a. When possible, the employee should make full use of discounts for advance airline reservations. The city will pay for tourist or economy class air travel. The employee should get the lowest reasonable fare and take advantage of discount fares. If possible, flights should be direct flights due to lower fares. Airline travel can be paid by procurement card.
- b. Mileage credits for frequent flyer programs accrue to the individual employee, however, the city will not reimburse for additional expenses such as circuitous routing, extended stays, layovers to schedule a particular carrier, or upgrading from economy to first class in order for the employee to accumulate additional mileage or for other personal reasons. Upgrades of any kind shall not be

reimbursed, including early boarding and seat upgrades, unless the upgrade nets a less expensive fare. Any refunds or flight vouchers received from the airline for a city paid flight should be used for future city travel and should not be used by the employee for personal travel.

- c. The city will not reimburse travel by private aircraft unless authorized in advance by the City Administrator.

4. Lodging.

- a. Employees shall seek lodging options that provide safety and convenience at the lowest possible cost. The employee shall request conference or government rates, whichever is lower when making lodging reservations. Employees shall stay at the designated host hotel for the class, conference, training or event at the negotiated rate or at a comparable hotel if the host hotel is full.
- b. If meals are included with the hotel reservations, it should be noted on the Travel Authorization Form. Parking will be reimbursed when it is not included with lodging. Receipts for parking are required for reimbursement.

5. Meals.

- a. Travel meals are reimbursable when there is an overnight stay while traveling. The City will reimburse meals based on the current Federal GSA per diem rates for the area of travel. Travel meals are not to be paid for with a City procurement card. Receipts are not required for normal per diem reimbursement.
- b. Eligibility for per diem / meal reimbursement are as follows: Breakfast - employee must be traveling before or during 6:00 a.m.; Lunch - employee must be traveling before or during 11:00 a.m.; Dinner - employee must be staying overnight after 5:00 p.m.
- c. The City will not reimburse per diem meal rates for any and all meals furnished as part of training sessions, conferences or hotel accommodations regardless of the employee's participation in the meal.
- d. The City Administrator may reimburse actual meal expenses by receipt, not including alcohol, for employees where business functions and/or role requires that level of engagement.

- 6. Tips. Tips are limited to a maximum of 20% of the total bill and are only reimbursable for ground transportation costs (e.g. Rideshare, shuttles, taxis, etc.).

13.03 Post Travel Expense Forms

The Post Travel Expense Form is used to document actual travel expenses upon return and shall be submitted within fourteen (14) days following the conclusion of the travel.

The following provisions shall be observed when submitting a Post Travel Expense form:

- 1. Meals are not reimbursed unless an overnight stay is involved.

2. Post Travel Expense Forms are submitted to and approved in the same fashion as the Travel Authorization Form.
3. Post Travel Expense Forms require original receipts for those items not included within a per diem allowance or mileage reimbursement.
4. Travel expenses for spouses or other personal guests are not reimbursable by the City unless their travel specifically relates to City business and is authorized prior to the travel.
5. Job related entertainment or recreational expenses shall be reimbursed if approved in advance by the City Administrator.

SECTION 14: FEDERAL PURCHASING PROCEDURES

14.01 Procurement Involving Federal Funds

When procuring property or services under a federal award, the City must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and standards found in C.F.R. 200.318 general procurement standards through C.F.R. 200.326 Contract provisions.

14.02 Procurement Standards

Federal related purchases will follow the same procedures and policies for all purchases except when they are in conflict with federal procurement standards. In those instances, purchases made involving Federal Funding including FEMA disaster relief will comply with the more restrictive of the two standards.

1. Federal standards are broken down into the following categories:
 - a. General procurement standards (2 C.F.R. § 200.318)
 - b. Competition (2 C.F.R. § 200.319)
 - c. Methods of procurement (2 C.F.R. § 200.320)
 - d. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms (2 C.F.R. § 200.321)
 - e. Procurement of recovered materials (2 C.F.R. § 200.322)
 - f. Contract cost and price (2 C.F.R. § 200.323)
 - g. Awarding agency and pass-through entity review (2 C.F.R. § 200.324)
 - h. Bonding requirements (2 C.F.R. § 200.325)
 - i. Contract provisions (2 C.F.R. § 200.326 and Appendix II)
2. Federal standards requires the City to:
 - a. Maintain oversight of contractors to ensure that contractors perform in accordance with the terms, conditions, and specific contract administration system ensuring that contractors perform as required
 - b. Maintain a written code of standards of conduct covering conflicts of interest and governing the performance of employees engaged in the selection, award, and administration of contracts, and avoid conflicts of interest
 - c. Maintain procedures that provide for a review to avoid purchase of unnecessary or duplicative items; make lease verses purchase determinations
 - d. Award only to responsible contractors
 - e. Maintain sufficient records to detail the significant history of a procurement
 - f. Be responsible for the settlement of all contractual and administrative issues

14.03 Time and Material Contracting

The use of Time and Material contracting may only be used after a determination that no other contract is suitable, and the contract includes a ceiling price that the contractor exceeds at its own risk. Generally limits the use of these contracts to the first 70 hours of work performed after a disaster when a clear scope of work cannot be developed.

14.04 Open Competition

1. All responsible sources shall be permitted to compete for purchases involving Federal funding.
2. Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or proposals must be excluded from participating for such procurements.
3. Federal procurement does not allow for:
 - a. Unreasonable qualification requirements
 - b. Requiring unnecessary experience and bonding
 - c. Noncompetitive pricing practices between firms
 - d. Noncompetitive awards to consultants on retainer
 - e. Organizational conflicts of interest
 - f. Specifying a “brand name” product only instead of allowing an “equal” product
 - g. Any arbitrary action in the procurement process

14.05 Federal Procurement Thresholds

1. Purchases of \$3,500 or less are considered to be micro-purchases and do not require competitive pricing.
2. Purchases for \$3,500 to \$25,000 require three written quotes.
3. Purchases above \$25,000 must follow a sealed bid process, competitive proposal process or noncompetitive proposal process.
4. Non-competitive proposals may be used ONLY if one of the following applies:
 - a. Only available from a single source
 - b. Emergency purchase
 - c. Federal awarding agency or pass through entity expressly authorizes it
 - d. After solicitation, competition is deemed inadequate

14.06 Contracting

1. The Federal procurement standards include public policy objectives related to the use of small businesses, minority firms, women's business enterprises, and labor surplus area firms.

2. With respect to these firms, the City must:
 - a. Place qualified firms on the solicitation lists.
 - b. Assure these firms are solicited whenever they are potential sources.
 - c. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation.
 - d. Establish delivery schedules, where the requirement permits, that encourages participation by these firms.
 - e. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
 - f. Require prime contractors to take these same steps.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: January 3, 2023

Item Title: **Resolution #2023-01** - A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners Property Conservation Matching Grant Program.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Resolution #2023-01

Summary:

This is a resolution authorizing the city to apply for this grant from Public Entity Partners.

Background Information:

This is a grant that we apply for each year. This year, we are requesting grant funding for the purchase of a subscription to ThinkGard Cybersecurity Services for a suite of ongoing security products including annual network analytics software, monthly managed security services and cyber security incident response services. ThinkGard will monitor the city's I.T. network daily for signs of attempted intrusion, make recommendations on security improvements, and provide professional assistance should a security incident occur.

Financial Summary:

The estimated cost of these purchases is \$11,570.96. The grant will refund 50% of this amount up to a maximum of \$5,000.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2023-01

A RESOLUTION AUTHORIZING THE CITY OF LA VERGNE TO PARTICIPATE IN THE PUBLIC ENTITY PARTNERS PROPERTY CONSERVATION MATCHING GRANT PROGRAM.

WHEREAS, the citizens of the City of La Vergne have entrusted this administration with the care and custody of city-owned property; and

WHEREAS, all efforts shall be made to protect city-owned property from various perils that may arise for the City of La Vergne; and

WHEREAS, Public Entity Partners seeks to encourage members with property coverage to develop and implement a property conservation program by offering the Property Conservation Matching Grant Program; and

WHEREAS, the City of La Vergne now seeks to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of La Vergne the following:

SECTION 1. That the City of La Vergne is hereby authorized to submit an application for the Property Conservation Matching Grant Program through the Loss Control Department of Public Entity Partners.

SECTION 2. That the City of La Vergne is further authorized to provide a matching sum for any monies provided by this grant.

RESOLVED this 5th day of January, 2023.

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: January 3, 2023

Item Title: **Resolution #2023-02** - A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners Cyber Security Partners Matching Grant Program.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Resolution #2023-02

Summary:

This is a resolution to authorize the city to participate in this new Cyber Security Partners Matching Grant Program from Public Entity Partners.

Background Information:

This is a new grant offering from PE Partners. With this grant, the city plans to purchase a backup and recovery service/subscription provided by ThinkGard. This subscription includes backup and recovery hardware, encryption, storage onsite and offsite, daily monitoring, technical support and annual certification testing. This is a 50/50 matching grant program and PE Partners will reimburse 50% of our cost for these purchases, up to a maximum of \$2,000.

Financial Summary:

The cost of the subscription will be \$31,529.97. PE Partners will reimburse up to \$2,000 for this purchase.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2023-02

A RESOLUTION AUTHORIZING THE CITY OF LA VERGNE TO PARTICIPATE IN THE PUBLIC ENTITY PARTNERS CYBER SECURITY PARTNERS MATCHING GRANT PROGRAM.

WHEREAS, the cyber security safety of the City of La Vergne is of great importance; and

WHEREAS, all efforts shall be made to provide a reduced liability for the City of La Vergne employees; and

WHEREAS, Public Entity Partners seeks to encourage a safer cyber security environment by offering the Cyber Security Partners Matching Grant Program; and

WHEREAS, the City of La Vergne now seeks to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of La Vergne the following:

SECTION 1. That the City of La Vergne is hereby authorized to submit an application for the Cyber Security Partners Matching Grant Program through Public Entity Partners.

SECTION 2. That the City of La Vergne is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

RESOLVED this 5th day of January, 2023.

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: January 3, 2023

Item Title: Approve a Contract for Purchase and Sale of Real Estate and a Lease Agreement for 169 Stones River Road - Existing Fire Station #41.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments:

1. Contract for Purchase and Sale - 169 Stones River Rd
2. Lease Agreement - 169 Stones River Rd

Summary:

This is a request to approve a Contract for Purchase and Sale of Real Estate and a Lease Agreement for the existing Fire Station #41, located at 169 Stones River Road.

Background Information:

At the November 1, 2022 meeting, the Board approved a Letter of Intent to sell the existing Fire Station #41, located at 169 Stones River Road to PG Stones River Partners. This is the associated Sales Contract and Lease Agreement that would allow the sale of the property and the lease back provisions for the city to lease the building until the new Fire Station #41/HQ facility on Old Nashville Highway is completed. The appraisal of the property came back at \$300,000, which is the same amount that PG Stones River Partners offered for the property. I am still waiting on the monthly lease amount to put in the Lease Agreement. I hope to have that in time for the workshop on Tuesday.

Financial Summary:

PG Stones River Partners has offered \$300,000 for this property, which is the appraised amount. The city will use these funds to go toward the construction of the new fire station on Old Nashville Highway. The monthly lease amount for the city to

continue using the facility has not been determined, but hopefully we will have that prior to the workshop on Tuesday.

Staff Recommendation:

Staff recommends approval.

CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

This Contract for Purchase and Sale of Real Estate ("Contract") is effective as of _____ ("Effective Date"), by and between the **City of La Vergne, a Tennessee Municipal Corporation** ("Seller"), and **PG Stones River Partners** ("Buyer"):

RECITALS

I. Seller is the owner of the following property ("Property"): 169 Stones River Rd, La Vergne, Tennessee 37086.

II. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, subject to and on the terms set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants set forth in this Contract, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller (collectively "Parties" and each a "Party") agree as follows:

1. **Purchase and Sale.** Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, for the Purchase Price and subject to and on the terms set forth herein. The term "Property" includes all easements and other appurtenant property rights which benefit the Property.

2. **Purchase Price.** The "Purchase Price" for the Property is **Three Hundred Thousand Dollars (\$300,000.00)** as adjusted by those prorations, adjustments, and other allocations as provided in this Contract. At the Closing, (a) the Earnest Money shall be disbursed by Escrow Agent to Seller and applied as a credit against the Purchase Price and (b) the balance of the Purchase Price shall be paid by Buyer to Seller in cash or other immediately available funds.

3. **Earnest Money.**

(a) Within five (5) business days of the Effective Date, Buyer shall pay the sum of **Three Thousand Dollars (\$3,000.00)** ("Earnest Money") into escrow with Attorneys Title Company, Inc. ("Escrow Agent"). The Earnest Money shall immediately become nonrefundable (except as provided in Sections 9, 10, 14, and 16) upon deposit.

(b) Escrow Agent shall hold the Earnest Money (and any other funds held under this Contract) in its general escrow or earnest money account, commingled with other escrow funds, at a FDIC insured state or national bank in Nashville, Tennessee. Escrow Agent shall have no duty to pay interest upon or otherwise invest the Earnest Money (or any other funds held under this Contract). In the event Escrow Agent shall become in doubt as to the ownership of the Earnest Money or as to Escrow Agent's duties with respect thereto (or any other funds Escrow Agent is holding pursuant to this Contract), Escrow Agent shall have the right to retain possession and control over the Earnest Money (or any other funds held under this Contract) until such time as either (a) the Parties agree in writing as to the disposition of the same or (b) a court of competent jurisdiction enters a final order directing its disposition. Escrow Agent shall additionally be authorized to interplead the Earnest Money (or any other funds held under this Contract) into a court of competent jurisdiction with Escrow Agent's expenses and attorney's fees being paid from the funds deposited with the court, but subject to assessment against the non-prevailing Party in said action. The Parties agree

that Escrow Agent shall have no liability with respect to its duties as escrow agent hereunder (and waive any claims against Escrow Agent arising from its duties as escrow agent hereunder), except with respect to acts and omissions constituting fraud, conversion, or gross negligence.

4. **Taxes: Prorations.** All real estate taxes against the Property for the year in which the Closing occurs shall be prorated as of 12:00 a.m. on the date of the Closing. All real estate taxes against the Property for prior tax years shall be paid by Seller. If applicable, all rollback and other similar taxes necessary to remove any greenbelt designation shall be paid by Seller at Closing. All other association fees, ongoing costs, expenses, and other ratable items shall be prorated as of 12:00 a.m. as of the date of the Closing.

5. **Cost of Deed and Recording Fees.** The preparation cost of the Deed and Quitclaim Deed, if applicable, shall be paid by Buyer. Recording of the Deed and Quitclaim Deed, if applicable, and all transfer tax costs, shall be paid by Buyer.

6. **Title.** At Closing, Seller shall convey title to the Property to Buyer via general warranty deed ("Deed"). The Deed shall convey good and marketable fee simple title in the Property to Buyer, subject only to the existing zoning regulations, building codes, the lien for real estate taxes for the year in which the Closing occurs, and the Permitted Exceptions. In addition, Seller shall provide Buyer with a quitclaim deed at Closing quitclaiming to Buyer the property described in the Survey, provided Buyer has elected to obtain said Survey ("Quitclaim Deed").

7. **Survey.** Promptly following the Effective Date, Buyer may, at its expense, order an ALTA survey showing the Property and all improvements ("Survey"), which shall be certified to Buyer and the Title Insurer and prepared by a surveyor registered with the State of Tennessee.

8. **Environmental.** Promptly following the Effective Date, Buyer may, at its expense, order a Phase I Environmental Assessment ("Environmental Report"), which report shall be prepared by a licensed environmental engineer reasonably acceptable to Buyer and which report shall be certified to the Buyer.

9. **Title Insurance.**

(a) No later than fifteen (15) days before the end of the Inspection Period, Buyer shall provide a written notification to Seller as to any matters reflected in the Title Commitment or the Survey to which Buyer has an objection ("Objection Notice"). Buyer waives any objection to any matter reflected on the Survey or the Title Commitment that is not set forth in the Objection Notice. Within five (5) days after its receipt of the Objection Notice, Seller may—but is not obligated to—commit to cure any matter described in the Objection Notice. Unless Seller commits to cure all matters described in the Objection Notice, then within seven (7) days of sending the Objection Notice, Buyer shall elect either to (i) waive its objection to any matters set forth in the Objection Notice that Seller will not commit to cure or (ii) terminate this Contract. If the Contract is terminated in accordance with the foregoing sentence, the Earnest Money shall be refunded to Buyer and neither Party shall have any further obligations hereunder, with the exception of those obligations expressly contemplated to survive termination. Notwithstanding the foregoing, any deeds of trust or other monetary liens on the Property shall be satisfied by Seller at or before Closing and are not subject to the objection provisions of this Paragraph 10(b).

10. **Inspection Period.**

(a) Buyer is granted an inspection period running from the Effective Date until 11:59 p.m. **sixty (60) days** thereafter ("Inspection Period"). During the Inspection Period, Buyer shall have the right to inspect the Property and determine in its sole and absolute discretion whether the Property is acceptable to

Buyer to Buyer's full, personal, and absolute satisfaction. This includes, but is not limited to, inspection of all encumbrances, legal, physical, or otherwise; the environmental condition of the Property; the physical boundaries and limitations of the Property (including as depicted in the Survey); the zoning, regulations, laws, ordinances, and building codes affecting the Property; any easements, restrictive covenants, or other matters affecting title to the Property (including as depicted in the Title Commitment); and any other matters that may impact the use, financing, purchase, enjoyment, exploitation, and marketability of the Property. Buyer may terminate the Contract during the Inspection Period in the event that Buyer is unable to secure any desired financing for Buyer's purchase of the Property.

(b) Buyer shall have the right, at any time during the Inspection Period, to terminate this Contract by providing written notice of termination to Seller. In the event Buyer terminates this Contract in accordance with the previous sentence, neither Seller, nor Buyer, shall have any further rights or obligations hereunder, with the exception of those obligations expressly contemplated to survive termination. Furthermore, in the event Buyer terminates this Contract during the Inspection Period as provided herein, the Earnest Money shall be promptly refunded to Buyer. If Buyer fails to exercise its right to terminate this Contract during the Inspection Period, then this contingency shall be deemed waived and satisfied and the Parties shall proceed to Closing.

(c) Buyer may, with adequate notice and without disturbing Seller's use of the Property, at all times during the Inspection Period, go upon the Property, with its own personnel, its surveyors, its agents, or its engineers, to inspect, examine, survey, or otherwise do whatever Buyer deems necessary by way of inspection, surveying, engineering, testing, and planning for the Property. This privilege shall include the right to make soil tests, borings, and other tests required to obtain any information necessary to determine subsurface and environmental conditions, all of which shall be satisfactory to Buyer for its contemplated use of the Property as determined within the Inspection Period. In its exercise of the privileges granted by this paragraph, Buyer shall restore the Property to its original condition prior to the commencement of any work and shall indemnify and hold harmless Seller from all loss, liabilities, injuries, claims, actions, damages, or expenses, including any claims of third-parties for damage to person or property, arising from or attributable to Buyer's (or its agents or subcontractors') use of, or activities upon, the Property prior to the Closing. Seller (individually or through its representatives) shall have the right to accompany Buyer (or its subcontractors) during their inspection or accessing of the Property.

(d) Within ten (10) days after the Effective Date, Seller shall deliver to Buyer copies of the following listed information or such other information as may be specified by the Buyer to the extent that it is in Seller's or its property manager's possession or control (the "Property Information"): the latest property tax bills and value renditions; wetlands and environmental reports concerning the Property; any governmental permits or approvals; surveys and site plans; existing title policies; any soils and engineering reports on the Property; development, zoning, or entitlements agreements and applications; tests, studies, and documents relating to the Property; and any other information as may be reasonably requested by Buyer. All Property Information should be delivered to Greg Carrell via e-mail to greg.carrell@pgsrp.com.

(e) As independent consideration for the rights granted in the Inspection Period, the Parties agree that in the event Buyer terminates the Contract as provided in Paragraph 10(b), One Hundred Dollars (\$100.00) of the Earnest Money shall be paid to Seller.

11. **Closing Date.**

(a) This sale will be closed at such place and time as mutually agreed, but in no event later than thirty (30) days after the conclusion of the Inspection Period ("Closing").

(b) Seller shall deliver possession of the Property to Buyer at Closing.

(c) At the closing, title to the Property will be conveyed by Seller to Buyer in fee simple absolute, subject only to real estate taxes not yet due and payable and such other exceptions to title waived by buyer pursuant to Section 9 of this Contract.

12. **Seller's Representations.** Seller hereby agrees, warrants, and represents that as of the date of this Contract the following statements are true and will continue to be true up through and as of the date of the Closing:

(a) Seller is lawfully possessed with fee simple title to the Property, has full right to sell it, and this Contract is the duly authorized and binding act of Seller.

(b) All taxes and assessments constituting a lien upon the Property have been paid in full or shall be paid at or prior to the Closing, with the sole exception of the real estate taxes for the year in which the Closing occurs, which shall be prorated at Closing. Seller has not been notified of any future improvements by any public authority, any part of the costs of which might be assessed against the Property.

(c) Seller has no actual knowledge (i) of the presence of any Hazardous Substance(s) on the Property; (ii) of any spills, releases, discharges, or disposal of Hazardous Substance(s) that have occurred or are presently occurring on or onto the Property; or (iii) of any spills or disposal of Hazardous Substance(s) that have occurred or are occurring off the Property as a result of any operation or use of the Property. As used herein "Hazardous Substances" shall mean: any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous or toxic substance, or other similar term, by any local, state, or federal environmental law, statute, regulation, or ordinance, presently in effect, including, without limitation, asbestos and petroleum products.

(d) Seller has no actual knowledge of any lawsuit, condemnation (pending or contemplated), boundary line disputes, encroachments, or adverse possession or prescription claims related to the Property.

(e) Seller shall continue all routine maintenance and repair of the Property, including that for the grounds, parking and drive areas, and all improvements, until the Closing.

(f) Seller is not a debtor in bankruptcy or any other receivership or insolvency proceedings.

13. **Risk of Loss and Condemnation.** All risk of loss of or to the Property in whole or in part shall remain on Seller until transfer of legal title to Buyer at Closing except loss caused by Buyer. If, before Closing, any condemnation proceeding is or has been commenced with respect to the Property, or any casualty results in damage to the Property or improvements thereon, Buyer shall have the option of either (a) terminating this Contract or (b) completing the purchase contemplated herein. In the event Buyer elects to terminate the Contract, Buyer shall be entitled to the return of all Earnest Money, and all Parties shall be relieved from any further liability hereunder. If Buyer shall elect to complete this transaction, there shall be no reduction in the Purchase Price and Buyer shall be entitled, in the case of fire or other casualty, to receive from the insurance carrier all insurance proceeds or, in the case of condemnation, to receive the entire award for the Property or the portion thereof so taken. Buyer shall be required to pay or absorb any "deductible" in the event Buyer receives the insurance proceeds. Seller shall execute and deliver to Buyer at the Closing all proper instruments for the assignment and collection of any such proceeds and awards.

14. **Broker Commission and Responsibility.** Seller and Buyer each warrant to the other that

they have engaged no real estate agents or brokers.

15. **Default.** Should Buyer default in the performance of this Contract, Seller shall (as its exclusive remedy) elect to receive all Earnest Money paid under this Contract as full liquidated damages. Should Seller default in the performance of this Contract, Buyer shall (as its exclusive remedies) have the right to (a) sue for specific performance or (b) elect to receive a refund of all Earnest Money paid under this Contract. Any lawsuit arising from or related to this Contract shall be filed in the state court for the county in which the Property is located. Any lawsuit arising from or related to this Contract shall be decided by a judge sitting without a jury.

16. **Notices.** Any notice, or other communication hereunder, shall be in writing and shall be deemed to have been duly given if delivered in person, by e-mail, or by Federal Express to the address below or at such other address as a Party may designate in writing in accordance with this Section 17. Notices shall also be deemed to have been given upon receipt or actual knowledge, by any means, of the information contained in said notice.

If to Seller: City of La Vergne
 c/o E. Evan Cope
 119 E. Main St.
 Murfreesboro, Tennessee 37130
 ecope@evancope.com

If to Buyer: PG Stones River Partners
 c/o Greg Carrell
 165 Stones River Rd.
 La Vergne, Tennessee 37086
 greg.carrell@pgsrp.com.

17. **Miscellaneous.**

(a) The construction and performance of this Contract shall be governed by Tennessee law, notwithstanding any choice of law rule to the contrary.

(b) All time periods referred to in this Contract are to be counted in calendar days. Notwithstanding the foregoing, in the event any performance deadline contained herein falls on a weekend or Federal holiday, then the deadline shall be extended to the next weekday that is not a Federal holiday. Time is of the essence to this Contract and all provisions herein.

(c) This is intended to be a legally binding contract. Read it carefully.

(d) This Contract shall inure to the benefit of and be binding upon the heirs, representatives, successors, and assigns of Seller and Buyer. Any rights and obligations under the Contract shall be freely assignable to any other person, firm, or corporation by either Party, provided that the assigning party remains liable in the event of default by the assignee.

(e) This Contract and its exhibits, if any, constitute the entire, complete, and merged agreement of the Parties and no other statement or representation shall be considered a part of this Contract, or binding upon the Parties, unless contained herein or set forth in a written agreement executed by Seller and Buyer and made a part hereof.

(f) This Contract is severable. In the event a court of competent jurisdiction finds any provision of this Contract to be invalid or unenforceable, said provision shall be severed and the remainder of the Contract shall remain in full force and effect. This Contract shall be construed as the product of mutual drafting.

(g) This Contract may be executed in any number of counterparts with the same effect as if all Parties hereto had signed the same document, and all counterparts will constitute one and the same agreement. Signatures of the parties transmitted by electronic transmission shall be deemed to be their original signatures for all purposes.

SELLER:

**City of La Vergne,
a Tennessee Municipal Corporation**

By: _____

Its: _____

Date: _____

BUYER:

PG Stones River Partners

By: _____

Its: _____

Date: _____

LEASE AGREEMENT

This Lease Agreement (“**Lease**”) is made and entered into effective as of the _____ day of _____, 2023 (“**Effective Date**”), by and between **PG Stones River Partners**, whose address is 165 Stones River Road, La Vergne, Tennessee 37086 (“**Lessor**”), and the **City of La Vergne, a Tennessee Municipal Corporation**, whose address is 5093 Murfreesboro Road, La Vergne, Tennessee 37086 (“**Lessee**”).

RECITALS

I. Lessor is the owner of real property located at 169 Stones River Rd., La Vergne, Tennessee 37086, together with all structures now existing thereon, all improvements now or hereafter constructed thereon, and any appurtenances and fixtures thereto (the “**Premises**”).

II. Lessor and Lessee now desire to enter into a lease agreement for the Premises.

AGREEMENT

Now therefore, for and in consideration of the mutual covenants contained in this Lease and other good and valuable consideration, the sufficiency of which is acknowledged, the parties, intending to be legally bound, confirm the foregoing Recitals and do agree as follows:

1. Demise

Lessor hereby rents and leases the Premises to Lessee, and Lessee hereby rents and leases the Premises from Lessor pursuant to the terms of this Lease. Lessee acknowledges and agrees that it has inspected the Premises and agrees to accept the same in its present “AS IS” condition.

2. Term and Termination by Lessee

The term of this Lease for the Premises shall be one (1) year (“**Term**”). The Term shall commence on _____, 2023, and it shall end on _____, 2024. On or before _____, 2024, Lessee may renew the Lease for an additional one (1) year (“**Renewal Term**”) by giving written notice to Lessor of its desire to renew the Lease.

Lessee may terminate the Lease prior to the end of the Term or Renewal Term at any time by giving written notice to Lessor.

3. Rent

Lessee shall pay to Lessor at Lessor’s office, or such other place as Lessor shall designate in writing, on the first day of each month during the Term and/or Renewal Term, a fixed rent (“**Rent**”), without demand, deduction, or setoff as follows:

Yearly Rent

Monthly Rent

\$ _____

\$ _____

If the Rent is not received by the 10th day of the month, a 10% penalty will be charged.

4. Alterations

Lessee shall make no alterations, additions, replacements, or improvements to the Premises without the express written permission of Lessor.

5. Maintenance

Lessee shall be responsible for all maintenance required at the Premises during the Lease Term and the Renewal Term.

6. Utilities

Lessee shall separately contract for in its own name and pay for the use of all utilities charged against Premises, including but not limited to electricity, gas, telephone, water, sewer, storm water, and garbage charges. Lessor shall not be liable for any interruption in utility services unless due to the willful misconduct of Lessor.

7. Indemnity; Waiver of Claims; Waiver of Subrogation

Lessor's Indemnity. Except for any injury or damage to persons or property on the Premises that is proximately caused by or results proximately from the negligence or willful misconduct of Lessee or its agents, employees, or invitees, Lessor will and does hereby indemnify, defend (with counsel reasonably acceptable to the indemnified party), and hold harmless Lessee against and from all liabilities, obligations, suits, damages, penalties, costs, charges and expenses, including without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by law), incurred by Lessee as a result of any legal action filed by a third party against Lessee due to injury or damage caused by any negligent or otherwise tortious act or omission of the Lessor or its agents, employees, or invitees.

8. Assignment, Subletting, and Transfer of Lessor's Interest

This Lease may not be assigned, pledged, or encumbered by Lessee; and the Premises may not be sublet, partially or fully, without prior written consent of Lessor, which consent shall not be unreasonably withheld. The term "assignment" as used herein shall include any change or transfer in the ownership or control of Lessee. Even in the event of permitted assignment or subletting, Lessee acknowledges that it shall remain fully responsible for compliance with all terms of the Lease. Fifty percent (50%) of any profit from a sublease shall be paid to Lessor when earned by Lessee.

9. Eminent Domain

If all or a substantial part of the Premises are taken by right of eminent domain or by purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Premises for the purpose for which they are then being used, this Lease will terminate and the rent and additional rent will be abated during the unexpired portion of this Lease effective on the date physical possession is taken by the condemning authority. In the event of termination of this Lease, Lessee shall have the right to remove all of its property and contents but shall have no right to any part of the condemnation settlement or award, except for reasonable moving expenses if specifically set aside for tenant relocation by the condemning authority.

10. Default

Events of Default. The following shall constitute “Events of Default” under this Lease:

- (i) The Rent and Additional Rent provided herein are not paid within thirty (30) days of receipt of written notice of non-payment from Lessor;
- (ii) Either party fails to comply with any term, provision, condition, or covenant of this Lease, other than the payment of Rent, and not cure any such failure within thirty (30) days after receipt of written notice;
- (iii) Any petition be filed by or against Lessee under any section or chapter of the Federal Bankruptcy Code, as amended, except a reorganizational bankruptcy, provided all rental payments required herein are timely made and all other terms hereof fully complied with;
- (iv) Lessee becomes insolvent as determined in a judicial proceeding;
- (v) Lessee makes an assignment for the benefit of creditors or transfer in fraud of creditors; or
- (vi) A receiver is appointed for a substantial part of the assets of Lessee.

11. Surrender of Premises

Lessee, at expiration or termination of this Lease for any cause, shall surrender the Premises to Lessor in good condition and repair, reasonable wear and tear excepted.

12. Inspection of and Access to the Premises

Lessor, its agents, and employees shall have the right, with twenty-four (24) hours of advance written notice (except in the case of an emergency, as determined in the Lessor’s sole judgment, in which case no notice shall be required), at all reasonable times to enter the Premises or any part thereof to inspect and examine same and for the purpose of making any repairs to or within the Premises which the Lessor deems advisable to make in order to preserve and/or maintain the Premises. For the three (3) months immediately preceding the end of the Term, Lessor shall also have the right to post upon the exterior of the Premises the usual notice advertising the Premises “For Rent,” which notice shall not be removed, damaged, or hidden by

the Lessee.

13. Quiet Enjoyment

Lessee shall have peaceable and quiet enjoyment and possession of the Premises.

14. Liens

Lessee shall not permit to be created any liens for labor, services, materials, or other items required by any improvements in the Premises, and the interest of Lessor shall not be subject to liens for improvements made by or on behalf of Lessee.

15. Brokers

Lessor and Lessee each represent and warrant that they have dealt with no broker in connection with this Lease. Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all liability and cost which Lessor may suffer in connection with real estate brokers or agents claiming by, through, or under Lessee seeking any commission, fee, or payment in connection with this Lease.

16. Miscellaneous

Captions. Paragraph captions throughout this Lease are inserted for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease or as a limitation of the scope of the particular paragraph or section to which they refer.

Entire Agreement. This Lease contains the entire agreement of the parties and no representation or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. This Lease supersedes and voids all prior proposals, letters, and agreements, oral or written, and no modification or alteration of the Lease shall be effective unless evidenced by an instrument in writing signed by both parties.

Severability. A determination by a court of competent jurisdiction that any provision herein is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect.

Time. Time is of the essence in this Agreement.

Laws. This Lease shall be construed under the laws of the State of Tennessee, and any litigated disputes arising from or related to this Lease shall be brought in the Courts of Rutherford County, Tennessee.

Authority. Each person executing this Lease other than individually covenants that such person has full authority to execute and bind any applicable corporation, partnership, or limited liability company on behalf of which such person is representing.

Successors. This Lease shall inure to the benefit and shall be binding upon the heirs,

successors, assigns, and legal representatives of the Lessor and Lessee.

Notices. Any notice, request, or demand under this Lease shall be in writing, considered properly delivered when actually received by the other party, addressed as hereinafter provided, and: (i) served personally; (ii) sent by a nationally recognized overnight courier with return receipt; or (iii) sent by the United States Postal Service, registered or certified mail (return receipt requested). Any notice, request, or demand by either party shall be addressed to the other party at the address listed in their signature block at the end of this Lease. Notwithstanding the foregoing, rejection or other refusal to accept a notice, request, or demand, or the inability to deliver the same because of a changed address of which no notice was given, shall be deemed to be receipt of the notice, request, or demand sent.

Counterparts; Electronic Signature. For the convenience of the parties, this Lease may be signed by both parties electronically.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties herein have caused this instrument to be executed and sealed on the day and year first above written.

LESSEE:

City of La Vergne, a Tennessee Municipal Corporation

By: _____

Its: _____

Address: 5093 Murfreesboro Road
 La Vergne, TN 37086

LESSOR:

PG Stones River Partners

By: _____

Its: _____

Address: 165 Stones River Road
 La Vergne, Tennessee 37086



City of La Vergne

5093 Murfreesboro Road • La Vergne, TN 37086

Phone: (615) 793-6295 • Fax: (615) 793-6025

Website: www.LaVergneTN.gov

M E M O

DATE: DECEMBER 30, 2022

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: BEER BOARD

Beer Board

Appointed by Mayor; Confirmed by Council - 4 Year Terms

Name	Appointed	Term Expires
Anthony Honeycutt - Chairman	October 2014	December 31, 2023
Jennifer Maxey - Vice-Chairman	August 2020	December 31, 2025
Dana Blair	November 1994	December 31, 2024
Kevin Oliver	August 2022	December 31, 2022
Becky Pollock	July 2021	December 31, 2022

The terms for Kevin Oliver and Becky Pollock expired on December 31, 2022. We have contacted both of them and they both would like to stay on this board. We have been advertising these positions on Channel 3 and on Social Media, but have not received any additional applications.

Current Applicants:

- Kevin Oliver
- Becky Pollock



City of La Vergne

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M E M O

DATE: DECEMBER 30, 2022

TO: BOARD OF MAYOR AND ALDERMEN

FROM: BRUCE RICHARDSON

RE: GREENWAY ADVISORY COMMITTEE

Greenway Advisory Committee

Appointed by Mayor; Confirmed by Council - 4 Year Terms

Name	Appointed:	Term Expires:
Kara Hobbs - Chairman (BOMA)	December 2022	Term of Office
Leslie Ballard	November 2019	January 31, 2024
Carissa Benton	February 2017	December 31, 2024
Laura Davidson	January 2017	May 31, 2023
Melissa Joyner	November 2018	December 31, 2022
Robert Lee	January 2010	December 31, 2025
Mary Jane Skinner	June 2019	May 31, 2023

The term for Melissa Joyner expired on December 31, 2022. We have waiting to hear from her to see if she wants to remain on this committee. We have been advertising this position on Channel 3 and Social Media, but have not received any other applications.



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M E M O

DATE: DECEMBER 30, 2022

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: HISTORICAL PRESERVATION ADVISORY COMMITTEE

Historical Preservation Advisory Committee

Appointed by Mayor; Confirmed by Council - 4 Year Terms

Name	Appointed:	Term Expires
Alderman Dennis Waldron - Chairman	May 2021	Term of Office
Susan Anthony	February 2021	December 31, 2024
Vacant (Chuck Isbell)		December 31, 2022
Rhonda Umphrey	January 2020	December 31, 2023
Tony Vanatta	March 2014	December 31, 2025

The term for Chuck Isbell expired on December 31, 2022. He has resigned from this committee. We have been advertising this position on Channel 3 and Social Media, but have not received any applications at this time. If I do not receive any applications by Thursday, I will remove this item from the agenda.



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M E M O

DATE: DECEMBER 30, 2022

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE E. RICHARDSON

RE: LIBRARY BOARD

Library Board
Appointed by Council - 3 year terms

Name	Appointed:	Term Expires:
Jason Cole (BOMA)	December 2022	December 31, 2024
Bridget Cole - Vice-Chairman	February 2016	December 31, 2022
Carissa Benton	November 2022	December 31, 2024
Dr. Martin Burgess	December 2021	December 31, 2023
Gary Frazier	February 2014	December 31, 2022
Kemishia Sadler	February 2018	December 31, 2023
Linda Steed	July 2017	December 31, 2022

We have three terms that expired at the end of December - Bridget Cole, Gary Frazier and Linda Steed. Unfortunately, Bridget Cole and Gary Frazier are not eligible to be reappointed due to term limits imposed by the State Legislature. We are waiting to hear back from Linda Steed to see if she would like to stay on this board. We have been advertising these positions on Channel 3 and Social Media, but have not received any applications at this time.



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M E M O

DATE: DECEMBER 30, 2022

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: LOCAL EMERGENCY PLANNING COMMITTEE

Local Emergency Planning Committee		
Appointed by Mayor; Confirmed by Council - 4 Year Terms		
Name	Appointed	Term Expires
Carol Haas - Chairman (BOMA)	December 2022	Term of Office
Burrel Davis - Vice-Chairman - LPD	June 2013	December 31, 2025
Ronny Beasley - LFD	July 2020	December 31, 2025
Justin Blair - Rescue Unit	January 2015	December 31, 2022
Curtis Brinkley - LFD	February 2019	December 31, 2025
Christopher Buck - Box 100	June 2021	December 31, 2024
Daniel Campbell - WTP	November 2018	December 31, 2022
Chris Clark - R.C.E.M.A.	June 2020	December 31, 2024
Christopher Cunningham - Env. Specialist	November 2020	December 31, 2024
Mike Dietz - Public Works	February 2014	December 31, 2023
Emily Girard - Red Cross	February 2021	December 31, 2024
Glenn Green - I.T. Department	December 2013	December 31, 2023
Brent Hatcher - Police Department	December 2021	December 31, 2022
David McGowen - Parks & Recreation	November 2019	December 31, 2025
Douglas Oakley - Public Works	May 2022	December 31, 2023
Steve Pope - Ambulance Service	January 2021	December 31, 2024
Bruce Richardson - City Admin.	May 2012	December 31, 2025
Phillis Rogers - Finance	September 2007	December 31, 2023
Adam Rose - R.C. S.O.R.T.	April 2014	December 31, 2023
Randolph Salyers - Codes Department	July 2012	December 31, 2023
Chris Schmidt - Rescue Unit	October 2005	December 31, 2022
Alexandra Thompson - Stormwater	August 2020	December 31, 2022

The terms for Justin Blair, Daniel Campbell, Brent Hatcher, Chris Schmidt and Alex Thompson expired on December 31, 2022. We are waiting to hear back from them to see if they wish to remain on this committee.



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M E M O

DATE: DECEMBER 30, 2022

TO: BOARD OF MAYOR AND ALDERMEN

FROM: BRUCE RICHARDSON

RE: PARKS & RECREATION ADVISORY COMMITTEE

Parks & Recreation Advisory Committee

Appointed by Mayor; Confirmed by Council - 4 Year Terms

Name	Appointed:	Term Expires:
Steve Noe - Chairman	November 2018	Term of Office
Felicia Anderson	October 2021	May 31, 2023
Rick Autery	December 2022	May 31, 2023
Laura Davidson	March 2021	January 31, 2025
Jodi Espinoza	February 2022	December 31, 2025
Chuck Isbell	November 2021	December 31, 2022
Jiles Perry	March 2021	January 31, 2025

The term for Chuck Isbell expired at the end of December. We have contacted him and he does want to stay on this committee. We have been advertising this position on Channel 3 and Social Media and have received one other application.

Current Applicants:

- Chuck Isbell
- Kevin Oliver

CITY OF LA VERGNE BOARD / COMMITTEE MEMBER APPLICATION

Please choose which board / committee you would like to apply for: (Only choose one)

<u>Board Name</u>	<u>Normal Frequency of Meetings</u>
☐ Beautification and Arts Advisory Committee	As Needed
☐ Beer Board	Monthly
☐ Board of Zoning Appeals	Monthly
☐ Construction Board of Adjustment and Appeals	As Needed
☐ Economic Development Advisory Committee	Quarterly
☐ Greenway Advisory Committee	Monthly
☐ Historical Preservation Advisory Committee	Semi-Annually
☐ La Vergne Housing Authority	As Needed
☐ La Vergne Industrial Development Board	As Needed
☐ Library Board	Bi-Monthly
☒ Parks & Recreation Advisory Committee	Monthly
☐ Planning Commission	Monthly
☐ Senior Citizen's Advisory Committee	Monthly
☐ Stormwater Appeals and Advisory Board	As Needed
☐ Other _____	

APPLICANT INFORMATION

Name: Kevin Oliver Cell Phone: 615-631-6007

Address: 507 Mable Mason Cove Other Phone: _____

La Vergne Email Address: mshope65@gmail.com

What is the best time to contact you? ☒ Morning (8:00 a.m. - Noon) ☒ Afternoon (Noon - 4:30 p.m.)

What is the best way to contact you? ☐ Mail ☒ Cell Phone ☐ Other Phone ☒ Email

EDUCATION AND TRAINING

	High School	Technical / Community College	College / University	Graduate / Professional
School Name	Fairley High School		UT Martin	
City, State	Memphis, TN		Martin, TN	
Years Completed	N/A	☐ 1 ☐ 2	☐ 1 ☐ 2 ☐ 3 ☒ 4	☐ 1 ☐ 2 ☐ 3 ☐ 4
Course of Study	N/A		Marketing	
Receive a diploma?	☒ Yes ☐ No	☐ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☐ No

EXPERIENCE

Current Occupation: Retired
List any experience that would apply to the Board or Committee you are applying for: Coached basketball in the rec. league for over 15 years.
Municipal Boards / Committees on which you currently serve: Beer Board
Municipal Boards / Committees on which you have previously served:
If you are appointed, will you have any potential conflict of interest? ☐ YES ☒ NO
If YES, what is the conflict?
What are the reasons why you want to serve on the Board / Committee that you have chosen? I have coached basketball in La Vergne for over 15 years and now that I am retired, I would like to be more involved.

REFERENCES

Please list three (3) Professional or Business references.

	Name	Mailing Address	Years Known	Phone
1	Daryl James		20	615-573-3959
2	Steve Noe		20	615-714-4325
3	William Deamues		20	615-497-0929

I hereby affirm that the information provided on this application (and accompanying documents, if any) is true and complete to the best of my knowledge. I understand that falsified information or significant omissions may disqualify me and my application from further consideration for a Board or Committee member appointment and may be considered justification for removal from a Board or Committee, if discovered at a later date.

I waive any right of privilege, privacy, and/or confidentiality I may have in the information provided by references or others whom I have indicated may be contacted.

I hereby understand and acknowledge that, unless otherwise defined by applicable law, any relationship with this organization is of an "at will" nature, which means that the Board or Committee member may resign at any time and the Board of Mayor and Aldermen may remove the Board or Committee member at any time with or without cause. I understand, also, that I am required to abide by the Charter and Ordinances of the City of La Vergne, the Constitution and Laws of the State of Tennessee and the Constitution and Laws of the United States of America.

Signature: _____



Date: 12/2/2022

Please attach your resume. Thank you for your willingness to serve.



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M E M O

DATE: DECEMBER 30, 2022

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: STORMWATER APPEALS AND ADVISORY BOARD

Name	Appointed	Term Expires
Earl Garvin Jr. - Chairman	May 2008	December 31, 2025
Meghan DeBeaord	January 2019	December 31, 2022
John "Wade" Dever	March 2020	December 31, 2024
Chuck Dillon	November 2016	December 31, 2023
Jeff Moss	May 2022	December 31, 2022
Mary Jane Skinner	February 2006	December 31, 2024
Dennis Waldron	December 2020	Term of Office

The terms for Meghan DeBeaord and Jeff Moss expired on December 31, 2022. We have contacted Meghan DeBeaord and she would like to come off of this board. We are waiting to hear back from Jeff Moss to see if he would like to stay on this board. We have been advertising these positions on Channel 3 and Social Media, but have not received any applications at this time.



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M E M O

DATE: DECEMBER 30, 2022

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: FYI - BOARD OF ZONING APPEALS

Board of Zoning Appeals

Appointed by Mayor; Confirmed by Council - 4 Year Terms

Name	Appointed:	Term Expires:
Graeme Coates - Chairman	November 2007; February 2011	January 31, 2024
Craig Pollock - Vice-Chairman	October 2011	January 31, 2024
Charles Jones	July 2021	January 31, 2025
Alfred Lane	March 2022	January 31, 2026
Terrence Smith	February 2021	January 31, 2023

The term for Terrance Smith will expire on January 31, 2023. We will contact him to see if he would like to stay on this board. We will begin advertising these positions on Channel 3 and Social Media. This is for informational purposes only and will not be on the agenda for Thursday's meeting.



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M E M O

DATE: DECEMBER 30, 2022

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: FYI - CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS

Construction Board of Adjustment and Appeals

Appointed by Council - 4 Year Terms

Name	Appointed:	Term Expires:
David Waldron - Chairman	February 1995	January 31, 2024
Felicia Anderson - Vice-Chairman	June 2006	January 31, 2026
Theresa Hesse	October 2014	January 31, 2023
Lance Lee	March 2020	January 31, 2025
Jeff Moss	May 2022	January 31, 2023
Tammy Russell	February 2021	January 31, 2025
John Rutledge	June 2020	January 31, 2024

The terms for Theresa Hesse and Jeff Moss will expire on January 31, 2023. We will contact them to see if they would like to stay on this board. We will begin advertising these positions on Channel 3 and Social Media. This is for informational purposes only and will not be on the agenda for Thursday's meeting.