



March 9, 2023 Board of Commissioners City Hall - Massie Chambers
6:30 PM

Agenda:

1. Call to order by the Mayor

Prayer

Pledge of Allegiance
2. Roll call by the Recorder.
3. Approval of minutes.
 - a. Reading of the February 9th regular meeting of the Board of Commissioners by the Recorder for approval or correction.
4. Comments from citizens.
5. Comments of the City Manager and staff.
6. Reports and comments from committees, members of the Board of Commissioners and other officers.
7. Consent agenda items.
 - a. Consider Resolution 23-1121, a resolution declaring certain property surplus to the needs of the City of Goodlettsville and selling such property to the City of Hendersonville, Tennessee.
 - b. Consider Resolution 23-1122, a resolution declaring certain property surplus to the needs of the City of Goodlettsville and calling for its disposal by online auction or any other reasonable manner.
8. Old Business.

- a. Consider Ordinance 23-1058, an ordinance to contract the municipal boundary for the 6.38 acre property at 0 Willis Branch. **SECOND READING & PUBLIC HEARING**
 - b. Consider Ordinance 23-1059, an ordinance to contract the municipal boundary for the 5.44 acre property at 257 Allen Road. **SECOND READING & PUBLIC HEARING**
9. New Business.
- a. Consider Ordinance 23-1061, an ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning designation of the back portion of a property on South Dickerson Road from Agricultural to CS Commercial Services. **FIRST READING**
 - b. Consider Ordinance 23-1062, an ordinance to amend the City of Goodlettsville Municipal Code Title 17, Chapter 1, Section 106 entitled Residential Collection Procedures by adding a new paragraph to Section 106. **FIRST READING**
 - c. Consider Resolution 23-1118, a resolution of the Board of Commissioners for the City of Goodlettsville, Tennessee establishing July 3rd as the date of the 2023 Independence Day Celebration special event.
 - d. Consider Resolution 23-1119, a resolution to authorize the execution of a contract for solid waste and curbside recycling collections based on advertised competitive sealed proposals as authorized by Resolution 22-1074 and T.C.A. Title 12, Chapter 3, Part 10.
 - e. Consider Resolution 23-1120, a resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee opposing partisan municipal elections.
 - f. Consider Resolution 23-1123, a resolution to authorize the execution of a contract between the City of Goodlettsville, Tennessee and GeoStabilization International, Incorporated, for providing stormwater mitigation services.
 - g. Consider Resolution 23-1124, a resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee adopting the City of Goodlettsville Purchasing Policy and Procedures.
 - h. Consider Resolution 23-1125, a resolution of the City of Goodlettsville Board of Commissioners approving the low bid and authorizing the execution of a contract between the City of Goodlettsville and Blakely Construction Services, LLC.
 - i. Consider Resolution 23-1126, a resolution approving an agreement between the City of Goodlettsville and Kimley Horn and Associates, Incorporated as it relates to engineering services for Phase IV of Congestion Mitigation Air Quality Grant.
 - j. Consider Resolution 23-1127, a resolution to authorize the execution of a contract for the construction of an all-accessible playground based on advertised competitive sealed proposals as authorized by Resolution 23-1109 and T.C.A. Title 12, Chapter 3, Part 10.

- k. Consider Resolution 23-1128, a resolution to authorize the execution of a contract for the construction of an all-purpose shelter at Peay Park between the City of Goodlettsville and Thomas L. Anderson Contractor.

10. Adjournment.

For more information regarding this agenda, please contact the city recorder by email at:

abaker@goodlettsville.gov

A government committed to operating with efficiency and integrity in all we do as we strive to enhance the quality of life for the community we serve.

105 S. Main Street – Goodlettsville, TN 37072 – 615-851-2200 – Fax 615-851-2212

www.goodlettsville.gov



February 9, 2023 Board of Commissioners 6:30 PM City Hall - Massie Chambers

Minutes:

Present: Jimmy D. Anderson, Jennifer Duncan, Stuart Huffman, Rusty Tinnin, and Zach Young.

Absent: None.

Also Present: Russell Freeman, Tim Ellis, Allison Baker, Sarah Jennings, Addam McCormick, Gary Goodwin, Kimberly Lynn, Julie High, Mary Laine Hucks, Jeff McCormick, Ken Reeves, and Larry DiOrio.

Mayor Rusty Tinnin called the meeting to order. Pastor Toby Swager offered prayer and Mayor Tinnin led the chambers in the pledge of allegiance.

City Recorder Allison Baker called the roll: Mayor Tinnin present, Vice Mayor Duncan present, Commissioner Anderson present, Commissioner Huffman present, Commissioner Young present.

Consider the minutes of the January 12, 2023 regular meeting of the Board of Commissioners by the Recorder for approval or correction. Commissioner Anderson made a motion to approve the minutes as written. Vice Mayor Duncan seconded the motion and motion passed 5-0.

City Manager Tim Ellis announced the Municipal Code will now be hosted by MuniCode. It will be easier to use and will be updated quarterly. He stated we will push this out once we become more acclimated to it ourselves.

Commissioner Huffman gave a shout out to Davidson Academy High School cheerleaders as they compete in Orlando at the National Championships. He congratulated them and wished them luck as well as Beech High School. Vice Mayor Duncan stated Sumner County Schools were well represented at the championships and wished them all luck.

Consent agenda items.

Old Business.

Consider New Business.

Consider Ordinance 23-1058, an ordinance to contract the municipal boundary for the 6.38 acre property at 0 Willis Branch, first reading. City Manager Ellis stated this piece of property was purchased after it had been requested to be annexed by a previous owner. Vice Mayor Duncan made a motion to consider Ordinance 23-1058. Commissioner Anderson seconded the

motion. There was discussion. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 23-1058.

Consider Ordinance 23-1059, an ordinance to contract the municipal boundary for the 5.44 acre property at 257 Allen Road, first reading. City Manager Ellis stated the property owner requested this annex and prior to the official annexation process took place the property transferred ownership. The previous owner did not tell the current owner that they requested annexation. Vice Mayor Duncan made a motion to consider Ordinance 23-1059. Commissioner Anderson seconded the motion. Commissioner Young stated these de-annexations are rare. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 23-1059.

Consider Ordinance 23-1060, an ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning designation of a property on Williamson Road from Agricultural to Commercial Planned Unit Development, first reading. Mayor Tinnin stated he would be abstaining due to a conflict of interest. City Manager Ellis stated the Planning Commission voted not to recommend passage to the City Commission based on the north adjacent residential zoning designations and proposed limited development improvements and concept plan. Planning Director Addam McCormick stated it is an eight acre property on Williamson Road. The proposal is to do a limited RV park with up to 5 vehicles. He went to the Board of Zoning and Sign Appeals and was denied a variance so he is here to request a rezone. Vice Mayor Duncan made a motion to consider Ordinance 23-1060. Commissioner Anderson seconded the motion. Commissioner Young stated with a Planned Unit Development there is usually a site plan attached and he did not see one with this and asked if the proposal that was before the Planning Commission would be binding. Planning Director McCormick stated yes, it is his understanding it would be binding. Vice Mayor Duncan asked what was around this property. Planning Director McCormick stated it is primarily residential. This property in particular is zoned agricultural. She then asked why the Planning Commission denied it. Planning Director McCormick stated some felt it was too primitive. There is no sewer service there. Commissioner Huffman confirmed this was an online group. Mr. Richard Sheppard, property owner, addressed the board to explain the plan for the campers and how it worked. Commissioner Anderson asked if there was anything in writing stating how old the campers could be and if there could be school buses that have been converted. Mr. Sheppard stated this organization did not specify certain year. It just has to be self-contained. There was additional discussion. Commissioner Young reminded the board that the zoning follows the land not the owner and that is why he will be voting no. Vote was then taken which resulted in a 0-4 vote to deny this amendment with Mayor Tinnin abstaining.

Consider Resolution 23-1113, a resolution of the City of Goodlettsville Board of Commission adopting the City of Goodlettsville Cyber Security Policy. City Manager Ellis stated the Tennessee General Assembly approved a requirement for utility operations to have a cyber security plan. Mrs. Tiffany West drafted the plan. Vice Mayor Duncan made a motion to consider Resolution 23-1113. Commissioner Anderson seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Resolution 23-1113.

Consider Resolution 23-1114, a resolution of the City of Goodlettsville Board of Commission adopting the City of Goodlettsville Small Unmanned Aerial Systems (sUAS) Operations Policy.

City Manager Ellis stated we have two drones that are used on occasion for videoing fire scenes, to police operations, to inspecting water tanks and light poles. Our insurance carrier requires this policy and wants the Board to approve it. Vice Mayor Duncan made a motion to consider Resolution 23-1114. Commissioner Anderson seconded the motion. City Manager Ellis stated we have one licensed pilot, Mr. Steven Holland in our Fire Department. Commissioner Young wanted to make sure all employees knew not to use their personally owned equipment as it would not be covered under this policy. Mayor Tinnin stated this resolution is for city drones only. Commissioner Young wanted to make sure city employees didn't use their drones for work purposes in an effort to protect the employees. Vote was then taken which resulted in a 5-0 vote to approve Resolution 23-1114.

Consider Resolution 23-1115, a resolution of the City of Goodlettsville Board of Commissioners officially requesting members of its federal legislative delegation to provide support for its grant application for a Staffing for Adequate Fire and Emergency Response (SAFER). Commissioner Anderson made a motion to consider Resolution 23-1115. Vice Mayor Duncan seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Resolution 23-1115.

Consider Resolution 23-1116, a resolution ratifying the membership and appointment to the Goodlettsville Industrial Development Board. Vice Mayor Duncan made a motion to consider Resolution 23-1116. Commissioner Anderson seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Resolution 23-1116.

Consider Resolution 23-1117, a resolution of the City of Goodlettsville Board of Commissioners approving an application with the Firehouse Subs Public Safety Foundation Grant for the procurement of certain fire equipment. Vice Mayor Duncan made a motion to consider Resolution 23-1117. Commissioner Anderson seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Resolution 23-1117.

With no further business, Commissioner Young made a motion to adjourn. Vice Mayor Duncan seconded the motion. The meeting adjourned at approximately 7:05 pm with a 5-0 vote.



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> RESOLUTION 23-1121 A resolution declaring certain property surplus to the needs of the City of Goodlettsville and selling such property to the City of Hendersonville, Tennessee. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 23-1121 Dept. of Origin: Public Works For Agenda of: March 9, 2023 Originator: Jeff McCormick Cost of Item: No Cost
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AGENDA ITEM ATTACHMENTS:

Resolution 23-1121
Exhibit I – Surplus List

SUMMARY STATEMENT:

This resolution declares certain property surplus to the needs of the City of Goodlettsville and sells such property to the City of Hendersonville, Tennessee

This resolution would sell one Traffic Signal Control Box for \$3,500.00 to the City of Hendersonville. This would be one of all boxes replaced as part of the Traffic Signal Synchronization Project. The City of Hendersonville is currently using the box due to their previous box being destroyed in an automobile accident.

FINANCIAL SUMMARY:

To be sold for \$3,500.00

RECOMMENDED ACTION:

Staff recommends approval of Resolution 23-1121

RESOLUTION NO. 23-1121

A RESOLUTION DECLARING CERTAIN PROPERTY SURPLUS TO THE NEEDS OF THE CITY OF GOODLETTSVILLE AND CALLING FOR ITS DISPOSAL AND SELLING SUCH PROPERTY TO THE CITY OF HENDERSONVILLE, TENNESSEE.

WHEREAS, occasionally, the City of Goodlettsville owns property that is no longer of use or has value for its intended use; and,

WHEREAS, The City of Goodlettsville foresees no future need or use of said property; and,

WHEREAS, The City of Goodlettsville desires to dispose of said property; and,

WHEREAS, The City of Hendersonville has an immediate need for said property.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT SAID PROPERTY LISTED IN EXHIBIT 1. IS DECLARED SURPLUS TO THE NEEDS OF THE CITY OF GOODLETTSVILLE AND IS TO BE SOLD TO THE CITY OF HENDERSONVILLE, TENNESSEE IN THE AMOUNT OF \$3,500.00.

THIS RESOLUTION IS EFFECTIVE UPON ADOPTION, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE REQUIRING IT.

Adopted: March 9, 2023

MAYOR RUSTY TINNIN

CITY RECORDER
APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

EXHIBIT 1
SURPLUS PROPERTY (RESOLUTION 23-1121)

1 – Aluminum Traffic Signal Control Box

NOT EXACT BOX





AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: RESOLUTION 23-1122</u> A resolution declaring certain property surplus to the needs of the City of Goodlettsville and calling for its disposal by online auction or any other reasonable manner. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 23-1122 Dept. of Origin: Administration For Agenda of: March 9, 2023 Originator: Tim Ellis Cost of Item: Positive Impact
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AGENDA ITEM ATTACHMENTS:

Resolution 23-1122

SUMMARY STATEMENT:

This resolution would declare certain property surplus to the needs of the City of Goodlettsville and calling for its disposal by trade-in or online auction or any other reasonable manner.

FINANCIAL SUMMARY:

There would be a positive fiscal impact to the city based on the sale of the surplus property.

RECOMMENDED ACTION:

Staff recommends approval of Resolution 23-1122.

RESOLUTION NO. 23-1122

A RESOLUTION DECLARING CERTAIN PROPERTY SURPLUS TO THE NEEDS OF THE CITY OF GOODLETTSVILLE AND CALLING FOR ITS DISPOSAL BY ONLINE AUCTION OR ANY OTHER REASONABLE MANNER.

WHEREAS, occasionally, the City of Goodlettsville owns property that is no longer of use or has value for its intended use; and,

WHEREAS, The City of Goodlettsville foresees no future need or use of said property; and,

WHEREAS, The City of Goodlettsville desires to dispose of said property;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE THAT PROPERTY LISTED IN EXHIBIT 1 OF THIS RESOLUTION IS DECLARED TO BE SURPLUS PROPERTY.

BE IT FURTHER RESOLVED THAT SAID PROPERTY SHALL BE DISPOSED OF BY ONLINE AUCTION OR ANY OTHER MEANS IN ACCORDANCE WITH STATE LAW AND THE CITY'S PURCHASING POLICY.

THIS RESOLUTION IS EFFECTIVE UPON ADOPTION, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE REQUIRING IT.

MAYOR RUSTY TINNIN

Adopted: March 9, 2023

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

EXHIBIT 1 (RESOLUTION 23-1122)

2008 CHRY 300 VIN 2C3KA43RX8H331283 – Forfeiture

2007 Ford Explorer VIN 1FMEU73E17UA67652

Old Yale Brass Door Knobs and Keys

- 7 storeroom Function door knobs
- 42 entrance function doorknobs
- 9 passage function door knobs
- 6 rim cylinder locks
- 4 mortis locks
- 4 push lever panic bars
- 180 cut SD keyway keys
- 27 blank SD keyway keys

1987 John Deere 750 tractor with bush hog

**GOODLETTSVILLE POLICE DEPARTMENT
SUMNER COUNTY
EXHIBIT A - DRUGS AND DRUG PARAPHERNALIA**

GPD #	MNPD #	DEFENDANT	WARRANT #	DISPOSITION	ITEM DESCRIPTION
2011-06310	SUMNER	Clark, James C	83CC1-2011-CR-709	Guilty 03/31/2011	Pills
2019-11230	SUMNER	Glenn, Joshua Tyler	83CC1-2020-CR-11	Guilty Pleas as Charged 05/20/2021	Methamphetamine, heroin, pipe
2019-42716	SUMNER	Dailey, Mary Enjoli	83GS1-2019-CR-12908	Guilty / Dismissed 12/10/2019	Marijuana, scale
2019-43698	SUMNER	Taylor, Richard Denis	83GS1-2019-CR-13133	Nothing Found	Marijuana, THC cartridges, THC edibles
2019-44003	SUMNER	Hudgens Jr, Scott Stevens	83GS1-2019-CR-13103	Guilty / Nolle Prosequi 01/14/2020	methamphetamine, heroin
2020-04111	SUMNER	Gower, Stephanie M	83GS1-2020-CR-1281	Nolle Prosequi 08/18/2020	Gabapentin
2020-04865	SUMNER	Lambert, Buel Smith Scott	83GS1-2020-CR-1298	Guilty As Charged / Nolle Prosequi 03/10/2020	Cocaine, Xanax, Marijuana, scale
2020-07496	SUMNER	N/A	N/A	FOUND - NO PROSECUTION	Methamphetamine, pipes
2020-08627	SUMNER	N/A	N/A	FOUND - NO PROSECUTION	Marijuana
2020-10995	SUMNER	Holguin, Yuniel Gaudalupe	83GS1-2020-CR-2952	Nolle Prosequi 09/15/2020 Guilty As Charged / Nolle Prosequi 09/17/2020	Marijuana, scales
2020-15898	SUMNER	Buchanan, Isaac P	83GS1-2020-CR-3965	Guilty As Charged / Nolle Prosequi 09/08/2020	Marijuana, pipe
2020-16904	SUMNER	Deleon, Eric Estuardo	83GS1-2020-CR-4207	Guilty As Charged / Nolle Prosequi 06/16/2020	Methamphetamine
2020-18057	SUMNER	Walker, Jonathan Barkley	83GS1-2020-CR-4655	Guilty As Charged / Nolle Prosequi 09/01/2020	Brown/gray powder substance
2020-18878	SUMNER	N/A	N/A	FOUND - NO PROSECUTION	Marijuana
2020-23156	SUMNER	Stockton, Donald Elvis	83CC1-2021-CR-458	Dismissed 02/07/2022	Crystal like substance, pipe
2020-23501	SUMNER	Ellis, Donald W	N/A	NO PROSECUTION	Methamphetamine
2020-24461	SUMNER	Holland Jr, John Daniel	83CC1-2020-CR-644	Guilty / Dismissed 12/09/2021	Heroin, methamphetamine, LSD stamps, Suboxone, Amphet-Dext, Buprenorphine, white powder, scale, pipe
2020-25071	SUMNER	Herron, Chelsea M	83GS1-2020-CR-7318	Guilty / Nolle prosequi 09/02/2020	Alprazolam
2021-02240	SUMNER	Doss, Laderek Deon	83GS1-2021-CR-690	Guilty As Charged 07/27/2021	Marijuana, scale, pipe
2021-05275	SUMNER	Collins, Kayla M	83GS1-2021-CR-1804	Guilty as Charged 05/11/2021	Marijuana
2021-06096	SUMNER	Roland, Gracie T	83GS1-2021-CR-1931	Under Advisement 04/20/2021	Marijuana, pipe
2021-09936	SUMNER	Ziegler, Joseph Otto	83GS1-2021-CR-3950	Nolle Prosequi 06/15/2021	White crystal substance, pipe
2021-12517	SUMNER	Carrigan, Tyler S.	83CC1-2021-CR-332	Guilty / Dismissed 10/01/2021	White crystal substance, pink powder, pipes, scale, Methocarbamol pills, Quetiapine Fumarate pills
2021-15318	SUMNER	N/A	N/A	FOUND - NO PROSECUTION	Cocaine
2021-17225	SUMNER	Story Jr, James Robert	83GS1-2021-CR-6132	Guilty as Charged	Marijuana, pipes
2021-17225	SUMNER	Johnson, Walter N	83GS1-2021-CR-6157	Guilty 11/02/2021	Marijuana, pipes

GOODLETTSVILLE POLICE DEPARTMENT
SUMNER COUNTY
EXHIBIT A - DRUGS AND DRUG PARAPHERNALIA

GPD #	MNPD #	DEFENDANT	WARRANT #	DISPOSITION	ITEM DESCRIPTION
2021-17619	SUMNER	Serrano, Gary Allen	83GS1-2021-CR-6281	Guilty / Nolle Prosequi 07/20/2021	Alprazolam, Gabapentin
2021-22782	SUMNER	Morgan, Robby Steven	83GS1-2021-CR-8858	Guilty 01/04/2022	Marijuana
2021-26404	SUMNER	Sharp, Chelsea N	83GS1-2021-CR-10767	Guilty As Charged 01/11/2022	Methamphetamine
2021-31532	SUMNER	Allen, Jessie L	83GS1-2021-CR-11535	Guilty 01/11/2022	Suboxone, Xanax, pipe, scales, grinder
2021-32404	SUMNER	Faircloth, Michael D	83GS1-2021-CR-11839	Guilty 12/01/2021	Marijuana
2021-36287	SUMNER	Smith, Keith Wade	83GS1-2021-CR-13170	Guilty As Charged 02/22/2022	Marijuana

GOODLETTSVILLE POLICE DEPARTMENT
SUMNER COUNTY
EXHIBIT B - ASSORTED WEAPONS

GPD #	MNPD #	DEFENDANT	WARRANT #	DISPOSITION	ITEM DESCRIPTION
2020-34679	SUMNER	Miller, Robert Luther	83GS1-2020-CR-10465	Dismissed 05/19/2021	Knife, straight razor

GOODLETTSVILLE POLICE DEPARTMENT
SUMNER COUNTY
EXHIBIT C - FIREARMS

GPD #	MNPD #	DEFENDANT	WARRANT #	DISPOSITION	ITEM DESCRIPTION
2019-11230	SUMNER	Glenn, Joshua Tyler	83CC1-2020-CR-11	Guilty Pleas as Charged 05/20/2021	Taurus PT-25
2020-06341	SUMNER	McDonald Sr, Michael Maurice	83GS1-2020-CR-1736	Guilty of Amended Charge 06/17/2020	HiPoint C9
2020-10995	SUMNER	Holguin, Yuniel Gaudalupe	83GS1-2020-CR-2952	Nolle Prosequi 09/15/2020 Guilty As Charged / Nolle Prosequi 09/17/2020	Glock 23
2020-20875	SUMNER	Richardson, Cody	Nothing Found	EXPUNGED	Smith & Wesson M&P
2020-34679	SUMNER	Miller, Robert Luther	83GS1-2020-CR-10465	Dismissed 05/19/2021	Rock Island Armory 1911
2021-31532	SUMNER	Allen, Jessie L	83GS1-2021-CR-11535	Guilty 01/11/2022	1911 Rock Island

GOODLETTSVILLE POLICE DEPARTMENT
SUMNER COUNTY
EXHIBIT D - MISCELLANEOUS PROPERTY

GPD #	MNPD #	DEFENDANT	WARRANT #	DISPOSITION	ITEM DESCRIPTION
2001-23468	SUMNER	N/A	N/A	Aggravated Assault / Suicide	Bed comforter, pillow case, throw pillow, clothing, audio/video tapes, GSR kit
2008-13706	SUMNER	Valentine, Chad Allen	83CC1-2008-CR-861	Guilty Plea-Lesser Charge ATT AGG CHILD NEGLECT (UNDER 6)	Baby book, paperwork
2008-13706	SUMNER	Lewis, Rachel Lashea	83CC1-2008-CR-861	Guilty Plea-Lesser Charge ATT AGG CHILD NEGLECT (UNDER 6)	Baby book, paperwork
2011-06310	SUMNER	Clark, James C	83CC1-2011-CR-709	Guilty 03/31/2011	Bottle, caps, beer bottles
2020-06341	SUMNER	McDonald Sr, Michael Maurice	83GS1-2020-CR-1736	Guilty of Amended Charge 06/17/2020	Buccal swab kit
2020-09746	SUMNER	N/A	N/A	Matter of Record	Shell casings
2020-10995	SUMNER	Holguin, Yuniel Gaudalupe	83GS1-2020-CR-2952	Nolle Prosequi 09/15/2020 Guilty As Charged / Nolle Prosequi 09/17/2020	Ammo, Crown Royal bag
2020-20875	SUMNER	Richardson, Cody	Nothing Found	EXPUNGED	Ammo
2020-24461	SUMNER	Holland Jr, John Daniel	83CC1-2020-CR-644	Guilty / Dismissed 12/09/2021	Plastic container, key box
2021-12517	SUMNER	Carrigan, Tyler S.	83CC1-2021-CR-332	Guilty / Dismissed 10/01/2021	Black case
2021-31532	SUMNER	Allen, Jessie L	83GS1-2021-CR-11535	Guilty 01/11/2022	Key chain container, black box

**GOODLETTSVILLE POLICE DEPARTMENT
SUMNER COUNTY
EXHIBIT E - TBI BLOOD KITS**

GPD #	MNPD #	DEFENDANT	WARRANT #	DISPOSITION	ITEM DESCRIPTION
2018-27343	SUMNER	Salinas, Prado Alfredo	83GS1-2018-CR-9003	Other Finding After Court 04/26/2019	Blood Kit (TBI to destroy 09/03/2019)
2020-04865	SUMNER	Lambert, Buel Smith Scott	83GS1-2020-CR-1298	Guilty As Charged / Nolle Prosequi 03/10/2020	Blood kit (TBI to destroy 03/01/2021)
2020-13798	SUMNER	Johnson, Joann Nicole	83GS1-2020-CR-3359	Guilty As Charged 08/04/2020	Blood kit (TBI to destroy 05/03/2021)
2020-14256	SUMNER	Elliott, Samantha H	83GS1-2020-CR-3441	Guilty as Charged 06/01/2021	Blood kit (TBI to destroy 05/03/2021)
2020-15898	SUMNER	Buchanan, Isaac P	83GS1-2020-CR-3965	Guilty As Charged / Nolle Prosequi 09/08/2020	Blood kit (TBI to destroy 07/01/2021)
2020-16904	SUMNER	Deleon, Eric Estuardo	83GS1-2020-CR-4207	Guilty As Charged / Nolle Prosequi 06/16/2020	Blood kit (TBI to destroy 07/01/2021)
2020-19574	SUMNER	Beery, Stephan	83GS1-2020-CR-5237	Guilty Plea-As Charged 12/14/2020	Blood kit (TBI to destroy 08/02/2021)
2020-27854	SUMNER	Roden Jr, Loran T	83GS1-2020-CR-8309	Guilty As Charged 12/15/2020	Blood kit (TBI to destroy 10/01/2021)
2021-07500	SUMNER	Randolph, Kyle H	83GS1-2021-CR-2115	Dismissed 09/14/2021	Blood kit (TBI to destroy 05/02/2022)
2021-10844	SUMNER	Burrill, Corey S	83GS1-2021-CR-3505	Nolle Prosequi 10/12/2021	Blood kit (TBI to destroy 06/01/2022)
2021-17619	SUMNER	Serrano, Gary Allen	83GS1-2021-CR-6281	Guilty / Nolle Prosequi 07/20/2021	Blood kit (TBI to destroy 02/01/2023)
2021-22725	SUMNER	Hernandez-Bautista, Vicente	83GS1-2021-CR-8678	Guilty 12/14/2021	Blood kit (TBI to destroy 11/01/2022)

**GOODLETTSVILLE POLICE DEPARTMENT
DAVIDSON COUNTY
EXHIBIT A - GENERAL EVIDENCE**

GPD #	MNPD #	DEFENDANT	WARRANT #	DISPOSITION	ITEM DESCRIPTION
2008-10634	08-354326	Goins, Shaundicia	2008-C-2217	Convicted: Att Agg. Child Neglect (FELONY) Disposition: Guilty - Lesser Charge 12/16/2008	Baby bottle
2008-10634	08-354326	Davenport, Darron Deangelo	2008-C-2217	Convicted: Child Neglect 6 or less (FELONY) Disposition: Guilty - Lesser Charge 12/16/2008	Baby bottle
2014-11264	14-0318913	French, Jamon	2015-A-751	Guilty / Dismissed 01/13/2020	Clothing, shoes, knife, jewelry, blood sample, candy, lottery ticket, MTA ticket, cash, change, DNA samples, tablet, laptops
2015-43231	15-1071207	Turner, Robert Conway (593383119)	2015-D-2862	Reckless Endangerment - Guilty Def is prohibited from owning or possessing a firearm Crim. Neg. Homicide - 40-35-313-Judgement deferred-no conviction Plea pursuant to State vs. Hicks – Def must continue conseling for himself, his wife and their son	Clothing, print cards, shell casing
2016-07145	16-0181711	Owings, James Edward (440966064)	2016-C-1201	Vehicular Homicide - Guilty Def. to serve 365 days (until 3/1/17) then be released to 7yrs intensive prob. - 10yr L.O.L. - Must complete New Attitudes - Dism. Cts 2-6 & GS759482	Clothing
2016-27090	16-0694313	Lawsen, Shayna Theresa	GS779892-893	CONCLUDED	Glass pipe
2017-35808	17-0897185	Caster, Michael David	2018-D-2424	Guilty / Dismissed 07/07/2021	scale, Blood Kit
2018-00291	18-0005070	Dixon, Angie Renee	2019-B-1307	Guilty / Dismissed 10/08/2020	Blood Kit
2018-02873	18-0073444	Townsend, Derek	2018-C-1607	Guilty / Dismissed 03/18/2021	letter, cell phones
2018-09046	18-0225821	Tansil Jr, Keith Fitzgerald	2018-D-2306	Guilty / Dismissed 06/10/2021	cell phone
2018-13780	18-0342461	Daniel, Tracy Michelle	GS851074	Nolle Prosequi 08/19/2021	Blood Kit
2018-16902	18-0422227	Reid, Lauren Ashley	2019-D-2756	Abated by Death 04/07/2021	Blood Kit
2018-22201	18-0550561	Roper, Cortez DeShawn	2019-A-129	Guilty / Dismissed 10/16/2019	scale, ammo
2018-23380	18-0581705	Summers, William Chance	SC1104018, SC1118847-848	Nolle Prosequi 11/10/2021 Dismissed ROS 07/31/2018	straw
2018-23380	18-0581705	Harrell, Chassity N	SC1119847-848	Nothing Found 08/07/2022	straw
2018-27859	18-0680893	Henderson, Antonio Darnell	GS863825-828, GS863830	Nolle Prosequi 11/05/2021	cash, scale, bags
2018-29100	18-0708046	Walter, Matthew Thomas	2019-A-562	Guilty 08/29/2019	Blood Kit
2018-31015	18-0751251	Fraser, Corey Robert	2019-D-3038	Guilty 01/19/2022	Blood Kit
2018-34127	18-0818455	Duncan, Timothy Delono	2020-A-549	Guilty - Lesser Charge / Dismissed 04/08/2021	scale
2018-41387	18-0981362	Phillips, Faith Elizabeth	2019-C-2100	Guilty 08/18/2021	Blood Kit
2019-00690	19-0012729	Fox, Heather D	2019-D-2505	Not Guilty - Trial / Guilty - After Trial 10/28/2021	Blood Kit
2019-03273	19-0070079	Gill, Robert	2019-C-1739	Guilty - Lesser Charge 04/27/2021	2 Smartphones, 8 DNA swabs, 2 sexual assault kits (2 HAVE #03273, 3 HAVE #03272)
2019-04738	19-0101180	Papuchis, Leah Marie Van Arsdale	2019-D-2934	Guilty 04/14/2021	Blood Kit
2019-09581	19-0202951	Monneyhan, Terry Lanier	2019-B-1160	Guilty / Dismissed 05/18/2021	Clothing, keys
2019-16007	19-0336834	Jordan, Corey	2019-D-2718	Dismissed 10/28/2021	scale
2019-20308	19-0417852	Coulter, Dale Lee	2020-C-1356	Guilty 08/25/2021	Blood Kit
2019-22565	19-0460113	Armstrong, Thomas Lamar	GS892135	Nolle Prosequi 09/29/2021	Counterfeit bill, ammo,
2019-22583	19-0460113	King, Nisa	SC1147267	Dismissed ROS 12/11/2019	scale, bullet
2019-22583	19-0460113	Armstrong, Thomas Lamar	GS892135	Nolle Prosequi 09/29/2021	scale, bullet
2019-24409	19-0496918	Wester, Darzell T	2020-C-1747	Guilty / Dismissed 05/06/2021	Cell phones, scale, card skimmer, credit/reward cards
2019-24555	19-0499194	Fudge, Devan S	2020-A-78	Guilty / Dismissed 12/14/2021	methamphetamine
2019-26191	19-0529959	Hubbard, Terri Suzanne	SC1147293-294	Dismissed 05/11/2021	Plate decal
2019-29825	19-0594912	Anderson, Keonta Carnell	2019-D-2754	Dismissed 07/22/2021	License plate
2019-33316	19-0661005	Khalil, Mina K	2020-C-1358	Guilty / Dismissed 10/28/2021	paraphernalia
2019-33458	19-0663154	Coleman, Kenneth R	GS899094	Guilty 10/06/2020	Blood Kit
2019-33767	19-0667993	Miller, Johntavais F	SC1131041	Dismissed ROS 05/17/2021	scales
2019-34602	19-0683160	Lormand, Jacob Paul	GS899859-860	Dismissed 09/02/2021	Blood Kit
2019-35064	19-0691805	Lockhart, Marcellus Q	GS900181-186	Nolle Prosequi 10/29/2019	jar, baggies, scale, cash money
2019-39543	19-0771484	Murray, Lauren Ashley	GS903113	Guilty - Lesser Charge 08/31/2021	Blood Kit
2019-40903	19-0797500	Lawrence, Kevin Lamont	2020-A-346	Nolle Prosequi 11/12/2021	ammo, scales, bags, cell phones, currency
2019-40919	19-0797780	Sanders, Jucinta N	GS904031-033	Guilty Lesser Charge / Dismissed ROS 02/10/2021	bags

**GOODLETTSVILLE POLICE DEPARTMENT
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EXHIBIT A - GENERAL EVIDENCE**

GPD #	MNPD #	DEFENDANT	WARRANT #	DISPOSITION	ITEM DESCRIPTION
2019-41983	19-0816254	Cummings, Myron D	2020-C-1628	Nothing found 09/08/2021	ammo
2019-42485	19-0825791	Brown, Stephanie Denise	2021-B-682	Guilty 02/17/2022	Blood Kit
2019-43717	19-0847363	Warren, Leana Gail	GS905722-723	Guilty - Lesser Charge / Dismissed ROS 06/21/2021	Blood Kit
2019-43993	19-0851067	Conaway, Marquel Tyrae	2021-B-684	Nolle Prosequi without costs 10/06/2021	scale, ammo, holster
2019-44528	19-0858079	Hawkins, Deontey Jamall (OCA: 449522)	GS906127-128	Dismissed 08/16/2021	Credit card
2019-44492	19-0858703	Sloan 3rd, Douglas Oneil	GS906096	Guilty 02/01/2022	Blood Kit
2019-44539	19-0859798	Ray Jr, Karl Thomas	GS906136-137	Guilty - Lesser Charge / Dismissed ROS 08/09/2021	ammo, scale, baggies, jar
2019-45638	19-0878683	Northern, Kyron J	2020-C-1367	40-35-313 / Dismissed 07/15/2021	scale, Currency, Wallet w/contents
2019-45638	19-0878683	Patton, Samari Germaine	2020-C-1367	Guilty / Dismissed 07/15/2021	scale, Currency, Wallet w/contents
2019-45830	19-0881402	Bailey, Deontre A	GS906877	Dismissed 08/16/2021	ammo
2019-46597	19-0895762	Meraz, Edwin	2020-C-1821	Guilty / Dismissed 08/18/2021	ammo
2019-46912	19-0902286	Layhew, Jeffery	2020-A-590	Retired 11/05/2020	BB gun
2019-47480	19-0911588	Perkins, Stacy Nicole	GS908089, SC1146097-100	Guilty / Dismissed 04/12/2021	Blood Kit
2019-48237	19-0925669	Davis, Richard H	2020-B-1012	Guilty 05/05/2021	Blood Kit
2019-48480	19-0930484	Gray, Donald E	GS908711-712	Abated By Death 10/13/2020	Blood Kit
2020-00062	20-0001270	Kataevius, Dejuan Beasley	2020-B-1010	Guilty / Dismissed 05/11/2021	ammo
2020-00347	20-0006678	Pina Perez, Samuel I	2020-D-1932	Nolle Prosequi 06/08/2021	scale
2020-01318	20-0025510	Palmer, Kevin	2021-A-540	Dismissed 07/28/2021	pipe, scale, jar, grinder
2020-01318	20-0025510	Palmer, Kevin	SC1125826-830	Dismissed 08/25/2020	pipe, scale, jar, grinder
2020-01318	20-0025510	Baker, Brittney Lynn (OCA 466926)	GS910558-562	Guilty / Dismissed 09/23/2021	pipe, scale, jar, grinder
2020-01318	20-0025510	Tomlin, Alexandria	SC1132900, 1146351-353	Guilty / Dismissed ROS 02/27/2020	pipe, scale, jar, grinder
2020-01318	20-0025510	Searcy, Mabel	SC1145942-945	Nolle prosequi 05/26/2021	pipe, scale, jar, grinder
2020-01318	20-0025510	Biggs, Patrick	SC1125878, 1131048-050	Nolle Prosequi 06/05/2020	pipe, scale, jar, grinder
2020-27125	20-0058271	Saunders, Manzel	GS927374-375	Dismissed ROS / 40-35-313 06/09/2021	ammo, rifle bag
2020-03366	20-0066545	Coward, Lawrence Lamount	GS911229-230	Dismissed ROS 06/17/2021	grinder
2020-04665	20-0090617	Dowlen, Tramaine Dontez	GS912017-018	Guilty / Dismissed ROS	scale, currency
2020-04943	20-0097066	Moore, Jabriel Malik	GS912297-304	Nolle Prosequi 08/18/2021	Pipe, ammo
2020-04943	20-0097066	Moore, Devin	SC1125879	Nolle Prosequi 08/18/2021	Pipe, ammo
2020-06082	20-0116346	Williams, Debra Kay	GS912952	Dismissed 04/14/2021	Blood kit
2020-06364	20-0121575	Hunt, Deborah Anne	GS913107	Guilty 02/01/2022	Blood kit
2020-07115	20-0137290	Phillips, Roger	SC1125855-858	Dismissed 05/25/2021	Blood Kit
2020-07611	20-0146234	Robison, Cordae	GS913947	40-35-313 09/24/2021	ammo
2020-07845	20-0150620	Birdwell, Trevor J	GS914100-101	Dismissed 04/14/2021	grinder, bowl
2020-08692	20-0172587	Stevens, Christopher Allen	2020-B-1016	Guilty / Dismissed 05/27/2021	scale, pipe, ammo
2020-10360	20-0209084	Holder, Nathan L	GS915642-643	Guilty / Dismissed 08/12/2021	Blood kit
2020-10637	20-0216668	Betty, Byran K	2021-B-866	Guilty 11/18/2021	TN DL, Blood kit
2020-10780	20-0220198	Givens, Jerry Wayne	GS915935-936	Guilty 06/29/2021 / Nolle Prosequi 04/02/2020	Straw & pipe with residue, blood kit
2020-12258A	20-0256383	Ford, Cecil D (OCA - 568611)	SC1125629, SC1125651-652	Guilty / Nolle Prosequi 01/11/2022	scale
2020-14728	20-0320303	Young, Julie Rene	2021-A-546	Dismissed 12/01/2021	currency, scale, pipe
2020-14728	20-0320303	Tillman, Daniel Robert	2021-A-546	Nolle Prosequi 09/30/2021	currency, scale, pipe
2020-14826	20-0322803	White, Michael J	2020-C-1364	Guilty-Lesser Charge, Dismissed 11/04/2021	ammo, brass knuckles
2020-14826	20-0322803	Hutcherson, Harry M	2020-C-1364	Nolle Prosequi 11/04/2021	ammo, brass knuckles
2020-15004	20-0327510	Flinn, Carri M	GS918607-611	Dismissed 07/08/2021, 07/26/2021	Blood kit
2020-37776	20-0339232	Dreher, Kacey	SC1072350, SC1147038	Dismissed 06/17/2021	ammo
2020-37776	20-0339232	Fisher, Darius T	SC1147036-037, SC1147039	Dismissed 09/07/2021	ammo
2020-15980	20-0353654	Todd, Amanda L	GS919392-393	Guilty / Dismissed ROS 11/03/2020	Blood kit
2020-16872	20-0375234	Cox Jr, David G	2020-D-2164	Guilty / Dismissed 08/12/2021	scales, bags, weight
2020-16920	20-0376867	Gregory, Christopher K	GS920260	Guilty - Lesser Charge 07/15/2021	Blood kit
2020-17970	20-0395179	Beery, Stephen Webster (OCA 124066)	2021-C-1685	Guilty / Dismissed 02/10/2022	Blood kit
2020-18179	20-0403077	Pride, Peter Robert	2020-I-376	Guilty 01/07/2021	DNA swabs
2020-19210	20-0417383	McComb, Amanda Marie	GS921693-694	Guilty - Lesser Charge / Nolle Prosequi 09/15/2021	ammo
2020-20149	20-0434373	Anderson, Taylor Curtis	2020-I-477	Guilty / Dismissed 01/14/2021	Pipe with residue
2020-20149	20-0434373	Russell, Courtney Ruth	GS922254-255	Nolle Prosequi / Dismissed ROS 08/02/2021	Pipe with residue
2020-21528	20-0458552	Barnett, Brittne	GS923129-131	Nolle Prosequi 07/22/2020	Bank checks, currency, ammo

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GPD #	MNPD #	DEFENDANT	WARRANT #	DISPOSITION	ITEM DESCRIPTION
2020-22889	20-0487691	Slaughter, Roger Wayne	GS924124-128	Dismissed 06/07/2021	pipe, ammo, knife
2020-23590	20-0503580	Allen, Christopher Scott	SC1125926-928	Guilty / Dismissed 11/10/2021	straw
2020-21528	20-0508889	Davenport, Travis	2021-C-1184	Guilty / Dismissed 05/12/2022	Bank checks, currency, ammo
2020-24839	20-0528794	Wehunt, Andrew Norman	2021-I-177	Guilty / Dismissed 07/01/2021	scale, blood kit
2020-25776	20-0548534	Cox Jr, David G	2020-D-1923	Guilty / Dismissed 08/12/2021	scale, TN DL

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EXHIBIT B - NARCOTICS EVIDENCE**

GPD #	MNPD #	DEFENDANT	WARRANT #	DISPOSITION	ITEM DESCRIPTION
2014-04605	14-0134840	Grogan, Laci Michelle Griffin	SC1031357	CONCLUDED	Clonazepam
2016-11970	16-0302697	Srofe, Haley Michelle	SC1087152	Retired 01/31/2022	Hydrocodone pills
2016-27384	16-0700743	Johnson, Jermaine Cortez	GS780133	CONCLUDED	Marijuana
2017-35808	17-0897185	Caster, Michael David	2018-D-2424	Guilty / Dismissed 07/07/2021	Marijuana
2018-22201	18-0550561	Roper, Cortez DeShawn	2019-A-129	Guilty / Dismissed 10/16/2019	Heroin, cocaine, methamphetamine, marijuana, Roxicodone, Xanax
2018-23380	18-0581705	Summers, William Chance	SC1104018, SC1118847-848	Nolle Prosequi 11/10/2021 Dismissed ROS 07/31/2018	methamphetamine
2018-23380	18-0581705	Harrell, Chassity N	SC1119847-848	Nothing Found 08/07/2022	methamphetamine
2018-27859	18-0680893	Henderson, Antonio Darnell	GS863825-828, GS863830	Nolle Prosequi 11/05/2021	marijuana
2018-34127	18-0818455	Duncan, Timothy Delono	2020-A-549	Guilty - Lesser Charge / Dismissed 04/08/2021	Cocaine
2018-45229	18-1056627	Brown, Kevin Lee	2019-C-2327	Guilty - Lesser Charge / Dismissed 08/31/2021	drugs
2018-45229	18-1056627	Word, Terrance Edwan	2019-C-2327	Guilty / Dismissed 08/31/2021	drugs
2019-00690	19-0012729	Fox, Heather D	2019-D-2505	Not Guilty - Trial / Guilty - After Trial 10/28/2021	Xanax
2019-04761	19-0101375	James, Darryl Julis	SC1124326-327	Dismissed 06/25/2021	Marijuana
2019-07087	19-0143842	McClain, Jimmy L	2019-D-3036	Retired / Dismissed / Guilty 07/29/2021	Marijuana
2019-07673	19-0156335	Askew, Vanory	GS882510-515, GS882524	Nolle Prosequi 06/17/2021	Cocaine, Marijuana
2019-07812	19-0159818	Williams, Brandon Lee	SC1147462	Nolle Prosequi 03/29/2021	Heroin
2019-11703	19-0247600	Coward, Lawrence Lamount	SC1147543-544	Dismissed ROS / Guilty 06/17/2021	Ecstasy pill
2019-16007	19-0336834	Jordan, Corey	2019-D-2718	Dismissed 10/28/2021	Cocaine
2019-22583	19-0460113	King, Nisa	SC1147267	Dismissed ROS 12/11/2019	Cocaine, marijuana
2019-22583	19-0460113	Armstrong, Thomas Lamar	GS892135	Nolle Prosequi 09/29/2021	Cocaine, marijuana
2019-24409	19-0496918	Wester, Darzell T	2020-C-1747	Guilty / Dismissed 05/06/2021	marijuana
2019-24555	19-0499194	Fudge, Devan S	2020-A-78	Guilty / Dismissed 12/14/2021	methamphetamine
2019-30390	19-0604653	York, Lee M	2020-A-595	40-35-313 / Dismissed 10/07/2021	Alprazolam pills
2019-33316	19-0661005	Khalil, Mina K	2020-C-1358	Guilty / Dismissed 10/28/2021	drugs
2019-33767	19-0667993	Miller, Johntavais F	SC1131041	Dismissed ROS 05/17/2021	Marijuana, scales
2019-35064	19-0691805	Lockhart, Marcellus Q	GS900181-186	Nolle Prosequi 10/29/2019	Cocaine, Ecstasy pills, Marijuana
2019-35451	19-0699605	Dowlen, Dobbie M	GS900431-432	Dismissed / Guilty 06/21/2021	Cocaine
2019-39789	19-0776216	Atwood, Garret D	2020-C-1661	Dismissed 05/11/2021	Heroin
2019-40903	19-0797500	Lawrence, Kevin Lamont	2020-A-346	Nolle Prosequi 11/12/2021	Marijuana, cocaine, methamphetamine, heroin
2019-40919	19-0797780	Sanders, Jucinta N	GS904031-033	Guilty Lesser Charge / Dismissed ROS 02/10/2021	Gabapentin
2019-42150	19-0818989	Osborne, Omie Nicole	SC1132891-892	Nolle Prosequi 04/19/2021	Crystal substance
2019-43983	19-0850917	Bethune, Randy Matthew	GS905865-866	Guilty / Dismissed 09/29/2021	Heroin
2019-43993	19-0851067	Conaway, Marquel Tyrae	2021-B-684	Nolle Prosequi without costs 10/06/2021	Marijuana
2019-44539	19-0859798	Ray Jr, Karl Thomas	GS906136-137	Guilty - Lesser Charge / Dismissed ROS 08/09/2021	marijuana
2019-45638	19-0878683	Northern, Kyron J	2020-C-1367	40-35-313 / Dismissed 07/15/2021	marijuana
2019-45638	19-0878683	Patton, Samari Germaine	2020-C-1367	Guilty / Dismissed 07/15/2021	marijuana
2019-47101	19-0903819	Payne, Morgan N	GS907720-721	Dismissed ROS 07/08/2021	Dextromethamphetamineorphan, white substance
2020-00347	20-0006678	Pina Perez, Samuel I	2020-D-1932	Nolle Prosequi 06/08/2021	Marijuana, cocaine
2020-01221	20-0023673	Hawks, Patrick Austin	SC1145978	Dismissed 06/09/2021	Methamphetamine
2020-01318	20-0025510	Palmer, Kevin	2021-A-540	Dismissed 07/28/2021	Methamphetamine, marijuana, oxycodone, amphetamine
2020-01318	20-0025510	Palmer, Kevin	SC1125826-830	Dismissed 08/25/2020	Methamphetamine, marijuana, oxycodone, amphetamine
2020-01318	20-0025510	Baker, Brittany Lynn (OCA 466926)	GS910558-562	Guilty / Dismissed 09/23/2021	Methamphetamine, marijuana, oxycodone, amphetamine
2020-01318	20-0025510	Tomlin, Alexandria	SC1132900, 1146351-353	Guilty / Dismissed ROS 02/27/2020	Methamphetamine, marijuana, oxycodone, amphetamine
2020-01318	20-0025510	Searcy, Mabel	SC1145942-945	Nolle prosequi 05/26/2021	Methamphetamine, marijuana, oxycodone, amphetamine
2020-01318	20-0025510	Biggs, Patrick	SC1125878, 1131048-050	Nolle Prosequi 06/05/2020	Methamphetamine, marijuana, oxycodone, amphetamine
2020-03366	20-0066545	Coward, Lawrence Lamount	GS911229-230	Dismissed ROS 06/17/2021	Marijuana
2020-04665	20-0090617	Dowlen, Tramaine Dontez	GS912017-018	Guily / Dismissed ROS	Marijuana
2020-06823	20-0130258	Robinson, Destani	GS913394	Nolle Prosequi 07/28/2021	Marijuana
2020-06823	20-0130258	Bars, Jeremiah Elijah	GS913395	Nolle Prosequi 09/21/2020	Marijuana
2020-07115	20-0137290	Phillips, Roger	SC1125855-858	Dismissed 05/25/2021	Heroin
2020-07845	20-0150620	Birdwell, Trevor J	GS914100-101	Dismissed 04/14/2021	Marijuana
2020-08692	20-0172587	Stevens, Christopher Allen	2020-B-1016	Guilty / Dismissed 05/27/2021	Marijuana

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GPD #	MNPD #	DEFENDANT	WARRANT #	DISPOSITION	ITEM DESCRIPTION
2020-12258A	20-0256383	Ford, Cecil D (OCA - 568611)	SC1125629, SC1125651-652	Guilty / Nolle Prosequi 01/11/2022	Cocaine
2020-14728	20-0320303	Young, Julie Rene	2021-A-546	Dismissed 12/01/2021	Heroin, methamphetamine
2020-14728	20-0320303	Tillman, Daniel Robert	2021-A-546	Nolle Prosequi 09/30/2021	Heroin, methamphetamine
2020-16872	20-0375234	Cox Jr, David G	2020-D-2164	Guilty / Dismissed 08/12/2021	marijuana, heroin
2020-18683	20-0406767	Palmer, Kevin Anthony	GS921310	Dismissed 08/25/2020	Methamphetamine
2020-19210	20-0417383	McComb, Amanda Marie	GS921693-694	Guilty - Lesser Charge / Nolle Prosequi 09/15/2021	Marijuana
2020-19746	20-0426972	Swagler, Mandy Lane	SC1146113-115	Nolle Prosequi / Dismissed 08/09/2021	Cocaine
2020-20149	20-0434373	Anderson, Taylor Curtis	2020-I-477	Guilty / Dismissed 01/14/2021	Pipe with residue
2020-20149	20-0434373	Russell, Courtney Ruth	GS922254-255	Nolle Prosequi / Dismissed ROS 08/02/2021	Pipe with residue
2020-21124	20-0451871	Baker, Brittney Lynn (OCA 466926)	SC1125676	Dismissed 09/23/2021	Heroin, syringe
2020-21528	20-0458552	Barnett, Brittnie	GS923129-131	Nolle Prosequi 07/22/2020	methamphetamine, Xanax, pipe with residue
2020-21855	20-0465863	Reid, Tara (OCA: 272597)	SC1125755-756	Dismissed ROS 09/17/2021	Cocaine
2020-22889	20-0487691	Slaughter, Roger Wayne	GS924124-128	Dismissed 06/07/2021	Methamphetamine, Cocaine
2020-23590	20-0503580	Allen, Christopher Scott	SC1125926-928	Guilty / Dismissed 11/10/2021	Heroin, straw
2020-21528	20-0508889	Davenport, Travis	2021-C-1184	Guilty / Dismissed 05/12/2022	methamphetamine, Xanax, pipe with residue
2020-24385	20-0519510	Sibomana, Espoir	GS925299-301	Guilty / Dismissed 07/22/2021	Marijuana
2020-24839	20-0528794	Wehunt, Andrew Norman	2021-I-177	Guilty / Dismissed 07/01/2021	Marijuana, Adderall
2020-25776	20-0548534	Cox Jr, David G	2020-D-1923	Guilty / Dismissed 08/12/2021	Heroin, cocaine

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EXHIBIT C - WEAPONS EVIDENCE**

GPD #	MNPD #	DEFENDANT	WARRANT #	DISPOSITION	ITEM DESCRIPTION
2017-24325	17-0615899	Paul, Kevin Mark	2017-C-2189	Nolle Prosequi	Mossberg shotgun ser# MV0144143
2017-27379	17-0694170	Head, Kayla Danielle	2018-D-2758	Guilty / Nolle Prosequi	Taurus TCP .380 ser# 65557C
2017-44053	17-1094058	Dunnigan, Justin Lewon	GS837645-648	Dismissed	Glock 23 ser# RS726
2018-20137	18-0501181	McGinnis, Dustin Shawn	2018-D-2302	Guilty / Dismissed 04/07/2021	Glock 21 .45 ser# DPT786US
2018-20323	18-0505226	Harper, Megan Marie	GS857156-158	Nothing Found	North American Arms .22 ser# E171922
2018-21396	18-0529125	Squibbro, Anthony Corrin	2018-D-2483	40-35-313 / Dismissed	Smith & Wesson AR-15 ser# TH65528
2018-22201	18-0550561	Roper, Cortez DeShawn	2019-A-129	Guilty / Dismissed 10/16/2019	Smith & Wesson SD40 ser# FWX7171
2018-24602	18-0608902	McKissack, Brian Lamont	2019-A-497	Nolle Prosequi	Davis .380 ser# AP486875
2018-27043	18-0664379	Farmer, Ratisha L	2019-A-277	Guilty / Dismissed	SigSauer P320 9mm ser# 58A046738
2018-27859	18-0680893	Henderson, Antonio Darnell	GS863825-828, GS863830	Nolle Prosequi 11/05/2021	Ruger SR9C 9mm ser# 334-31246
2018-31300	18-0716214	Page, William Joseph	N/A	NO PROSECUTION	Ortgies Patent .32 ser# 105046
2018-31133	18-0752830	Luna, Jonathan Bastan	2018-I-493	Guilty / Dismissed	Brass knuckles
2018-32209	18-0775743	Dowdell, Stewart Ryan	SC1118923	Guilty	Brass knuckles
2018-34127	18-0818455	Duncan, Timothy Delono	2020-A-549	Guilty - Lesser Charge / Dismissed 04/08/2021	Cobra C22 .22 derringer ser# 027838
2018-36883	18-0880032	Sterry, Corey Adam	2019-I-119	Guilty / Dismissed	Smith & Wesson SD9 ser# FZN4082
2018-40462	18-0962645	Byrd, Jared Caleb	GS874082-084	Nolle Prosequi	Davis Industries DM-22 .22 ser# 447995, Ruger LCP .380 ser# 372063012, Ruger LCR .38 ser# 54403601, Charter Arms " The Chick Lady" .38 ser# 1622762, Ruger P89DC 9mm ser# None
2018-45229	18-1056627	Brown, Kevin Lee	2019-C-2327	Guilty - Lesser Charge / Dismissed 08/31/2021	Taurus PT140 .40 ser# SFN36634, drugs
2018-45229	18-1056627	Word, Terrance Edwan	2019-C-2327	Guilty / Dismissed 08/31/2021	Taurus PT140 .40 ser# SFN36634, drugs
2019-01090	19-0022149	Vanderpool, Mary	GS878556	Nolle Prosequi	Mossberg .22 rifle ser# 144LSA
2019-08121	19-0167358	Palmer, Frank B	2019-D-2719	Guilty / Dismissed 11/04/2020	Taurus TCP .380 ser# 03448F
2019-10221	19-0215285	Lamb, Devin	2019-B-1249	Guilty / Dismissed	Taurus G2C ser# TLZ61511
2019-14729	19-0310637	Garcia, Magana Fernando	SC1147558	Nolle Prosequi	Glock 23 ser# BKF7329
2019-15449	19-0325897	Taylor, Cedric Eugene	GS887747	Dismissed	Smith & Wesson Model 36 ser# 699902
2019-22565	19-0460113	Armstrong, Thomas Lamar	GS892135	Nolle Prosequi 09/29/2021	Glock 42, ser# ADAG641
2019-24555	19-0499194	Fudge, Devan S	2020-A-78	Guilty / Dismissed 12/14/2021	Smith & Wesson Shield ser# HWL4165
2019-29304	19-0583104	Barger, Stephen Douglas	2020-A-410	Dismissed 04/29/2021	Glock 9mm Gen 4, ser# BEZM484
2019-33316	19-0661005	Khalil, Mina K	2020-C-1358	Guilty / Dismissed 10/28/2021	Springfield XDS 9mm ser# S3949793
2019-35064	19-0691805	Lockhart, Marcellus Q	GS900181-186	Nolle Prosequi 10/29/2019	Springfield Armory XD ser# US99499
2019-36234	19-0713903	Miller, Andrew H	2020-C-1359	Guilty / Dismissed 11/10/2021	Walther PPS .40 ser# AD6138
2019-40903	19-0797500	Lawrence, Kevin Lamont	2020-A-346	Nolle Prosequi 11/12/2021	Ruger LC9 ser# 53-28313
2019-41983	19-0816254	Cummings, Myron D	2020-C-1628	Nothing found 09/08/2021	Ruger SD9 ser# 337-23139, Glock 27 ser# BCTF331, Anderson Mfg AM-15 ser# 18157558
2019-43993	19-0851067	Conaway, Marquel Tyrae	2021-B-684	Nolle Prosequi without costs 10/06/2021	Glock 23 ser# BDN518, Sig Sauer P365 ser# 66A081961
2019-44539	19-0859798	Ray Jr, Karl Thomas	GS906136-137	Guilty - Lesser Charge / Dismissed ROS 08/09/2021	Glock 30 ser# BGBY629
2019-45638	19-0878683	Northern, Kyron J	2020-C-1367	40-35-313 / Dismissed 07/15/2021	Glock 19 ser# BESK062
2019-45638	19-0878683	Patton, Samari Germaine	2020-C-1367	Guilty / Dismissed 07/15/2021	Glock 19 ser# BESK062
2019-45830	19-0881402	Bailey, Deontre A	GS906877	Dismissed 08/16/2021	Glock 23 ser# UXT865
2019-46597	19-0895762	Meraz, Edwin	2020-C-1821	Guilty / Dismissed 08/18/2021	HK VP9 ser# 224198703
2020-00062	20-0001270	Kataevius, Dejuan Beasley	2020-B-1010	Guilty / Dismissed 05/11/2021	Glock 40 ser# BBUU967
2020-00371	20-0006945	Thompson, Cailean	GS909055	Guilty 06/24/2021	Harrington & Richardson 12 ga ser# AL325318
2020-27125	20-0058271	Saunders, Manzel	GS927374-375	Dismissed ROS / 40-35-313 06/09/2021	Taurus PT111 ser# TKU75498, Smith & Wesson M&P-15 ser# TN01840
2020-04943	20-0097066	Moore, Jabriel Malik	GS912297-304	Nolle Prosequi 08/18/2021	Taurus G2C 9mm ser# TMU05209
2020-04943	20-0097066	Moore, Devin	SC1125879	Nolle Prosequi 08/18/2021	Taurus G2C 9mm ser# TMU05209
2020-07611	20-0146234	Robison, Cordae	GS913947	40-35-313 09/24/2021	Smith & Wesson SD9 VE ser# HFK0793
2020-08692	20-0172587	Stevens, Christopher Allen	2020-B-1016	Guilty / Dismissed 05/27/2021	Lorcen .380 ser# filed off
2020-14826	20-0322803	White, Michael J	2020-C-1364	Guilty-Lesser Charge, Dismissed 11/04/2021	Smith & Wesson 45 ser# CSJ8114, brass knuckles
2020-14826	20-0322803	Hutcherson, Harry M	2020-C-1364	Nolle Prosequi 11/04/2021	Smith & Wesson 45 ser# CSJ8114, brass knuckles
2020-37776	20-0339232	Dreher, Kacey	SC1072350, SC1147038	Dismissed 06/17/2021	Sig Sauer P239 ser# SA4-57891
2020-37776	20-0339232	Fisher, Darius T	SC1147036-037, SC1147039	Dismissed 09/07/2021	Sig Sauer P239 ser# SA4-57891
2020-19210	20-0417383	McComb, Amanda Marie	GS921693-694	Guilty - Lesser Charge / Nolle Prosequi 09/15/2021	Mossberg rifle ser# UNK
2020-21528	20-0458552	Barnett, Brittnie	GS923129-131	Nolle Prosequi 07/22/2020	Glock 26 ser# PXV687
2020-22889	20-0487691	Slaughter, Roger Wayne	GS924124-128	Dismissed 06/07/2021	Smith & Wesson M&P ser# NBE6068
2020-21528	20-0508889	Davenport, Travis	2021-C-1184	Guilty / Dismissed 05/12/2022	Glock 26 ser# PXV687

**GOODLETTSVILLE POLICE DEPARTMENT
UNCLAIMED PROPERTY FOR SURPLUS
02/20/23**

GPD #	ITEM DESCRIPTION
2020-32373	knives
2020-34705	Magazine, ammo
2020-36340	TN DL
2022-00894	Backpack (Blue) Misc contents
2022-01536	Red bag, Green bag, 3 TN DL's
2022-02188	Ozark Trail Hatchet w/ Blade Cover
2022-02202	Wallet w/contents
2022-02592	TN DL
2022-04142	TN DL, SS card
2022-04142	TN ID Only
2022-04142	Debit card
2022-04142	SS card
2022-04142	Misc items
2022-05484	Duffel bag w/contents, prop pistol
2022-05549	DL's, ID's, credit/debit cards
2022-06240	AMG exhaust tip
2022-07022	Pipe, ammo, debit/credit cards, TN DL
2022-07205	Wallet with contents
2022-07205	DL, SS, credit/debit cards
2022-08364	Regist. Papers, debit cards, belt, baton, OC spray
2022-08426	Make-up bag, backpack w/contents
2022-08539	Glock 17 9mm, BTMT033, magazine, ammo
2022-08989	Backpack
2022-09429	Haskell .45 SER# 034278
2022-09545	Knives
2022-10831	DL
2022-10831	SS card
2022-11065	Bicycle Tire, backpack w/contents, Schwinn Bicycle (Maroon and Silver)
2022-11845	DL
2022-12709	Beretta 9mm ser# M9-202882
2022-13162	Wallet w/contents
2022-13255	Browning 300 WSM ser# 22768MX351, ammo

**GOODLETTSVILLE POLICE DEPARTMENT
UNCLAIMED PROPERTY FOR SURPLUS
02/20/23**

GPD #	ITEM DESCRIPTION
2022-13384	Wallet w/contents
2022-13566	Blue bag, metal box, clothing, plastic bag w/contents, black bag w/tools
2022-14383	Black backpack, tan purse
2022-14676	5 bags of clothing
2022-14699	DL
2022-15084	Purse
2022-15498	Backpack & plastic bag w/contents
2022-15573	Bicycle, crowbar
2022-15573	Backpack, bag w/clothing, purse, phone, light
2022-15941	Backpack, pillow
2022-16372	Skar Audio Subwoofer Triple 8
2022-16874	Wallet w/contents
2022-17701	Bicycle, 2 backpacks
2022-18149	White Backpack with contents
2022-18154	Wallet w/contents
2022-18275	Wallet w/contents
2022-18510	Dyna-Glo Delux Professional Grade Space Heater
2022-18883	Debit card
2022-19125	Blue backpack w/contents, cell phone
2022-20612	White paper with notes written on it
2022-20728	Derringer .22LR ser# 71572
2022-21337	Multi-colored backpack, shoes
2022-21360	Key Fob to Vehicle
2022-21368	Wallet with white residue stain
2022-21458	Wallet w/contents
2022-21689	Glock 19 9mm ser# BUNW844
2022-21837	Bersa .380 ser# B13700, ammo
2022-24835	Tactical Force Umerex BB Gun, BB magazine
2022-24855	blue Cooler backpack w/contents
2022-25324	Debit & credit cards
2022-26683	Birth Certificate
2022-27276	Backpacks

GOODLETTSVILLE POLICE DEPARTMENT
UNCLAIMED PROPERTY FOR SURPLUS
02/20/23

GPD #	ITEM DESCRIPTION
2022-27276	Backpack, key chain
2022-27499	Blk backpack, gray backpack



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> Ordinance 23-1058 An ordinance to contract the municipal boundary for the 6.38 acre property at 0 Willis Branch. SECOND READING & PUBLIC HEARING <u>PRESENTED BY:</u> Tim Ellis, City Manager Addam McCormick, Planning	Agenda Item: Ordinance 23-1058 Dept. of Origin: Planning For Agenda of: March 9, 2023 Originator: Addam McCormick Cost of Item: See Financial Summary
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AGENDA ITEM ATTACHMENTS:

Ordinance 23-1058

SUMMARY STATEMENT:

An ordinance to contract the municipal boundary for the 6.38 acre property at 0 Willis Branch.

FINANCIAL SUMMARY:

Loss of property tax revenue collected in 2022 on this piece of property = \$14.72.

RECOMMENDED ACTION:

Staff and Planning Commission recommend approval of Ordinance 23-1058.

ORDINANCE 23-1058

**AN ORDINANCE TO CONTRACT THE MUNICIPAL BOUNDARY FOR THE 6.38 ACRE PROPERTY
AT 0 WILLIS BRANCH**

WHEREAS, per Tennessee Code Annotated Section 6-51-201(b)(1) the City of Goodlettsville City Commission determines the contraction of the 6.38-acre property connected to the adjacent 20.4-acre property at 1237 Willis Branch Road which is outside the municipal boundary appears to be in the best interest of the affected territory due the limited city services available to the vacant property and the unique location and conditions of the property; and,

WHEREAS, the 6.38 acre property is vacant and the public roadway frontage for the 6.38 is part of the owner occupied adjacent 20.4 acre property commonly referred to as 1237 Willis Branch Road, Goodlettsville which is outside the municipal boundary; and,

WHEREAS, the Goodlettsville Planning Commission at the January 9, 2023 meeting voted to recommend the contraction of the municipal boundary on Willis Branch Road per the property location and condition of the property; and

NOW, THEREFORE, BE IT ORDAINED AND IT IS HEREBY ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, AS FOLLOWS:

SECTION 1. Pursuant to the provisions of Section 6-51-201, Tennessee Code Annotated there is hereby adopted an ordinance to contract the 6.38-acre property at 0 Willis Branch Road referenced as Sumner County Tax Map 143 Parcel 05205 000 from the City of Goodlettsville municipal boundary as shown on “Exhibit A”

SECTION 2. That the Commissioners of the City of Goodlettsville, Tennessee, hereby certify that this Ordinance has been submitted to the Planning Commission of the City of Goodlettsville for a recommendation, and a notice of hearing thereon has been ordered after at least fifteen (15) days notice of the time and place of said meeting has been published in a newspaper circulated in the City of Goodlettsville, Tennessee. This Ordinance shall take effect September 9, 2023 to allow Sumner County to designate zoning, the public welfare demanding it.

SECTION 3. If any section, clause, provision, or portion of this Ordinance is for any reason declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision, or portion, of this Ordinance which is not itself invalid or unconstitutional.

SECTION 4. In case of conflict between this Ordinance or any part thereof and the whole or part of any existing or future Ordinance of the City of Goodlettsville, the most restrictive shall in all cases apply.

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY

Passed First Reading: _____

Passed Second Reading: _____

ORDINANCE 23-1058
“EXHIBIT A”





AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> Ordinance 23-1059 An ordinance to contract the municipal boundary for the 5.44 acre property at 257 Allen Road. SECOND READING & PUBLIC HEARING <u>PRESENTED BY:</u> Tim Ellis, City Manager Addam McCormick, Planning	Agenda Item: Ordinance 23-1059 Dept. of Origin: Planning For Agenda of: March 9, 2023 Originator: Addam McCormick Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Ordinance 23-1059

SUMMARY STATEMENT:

An ordinance to contract the municipal boundary for the 5.44 acre property at 257 Allen Road.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff and Planning Commission recommend approval of Ordinance 23-1059.

ORDINANCE 23-1059

AN ORDINANCE TO CONTRACT THE MUNICIPAL BOUNDARY FOR THE 5.44 ACRE PROPERTY AT 257 ALLEN ROAD

WHEREAS, per Tennessee Code Annotated Section 6-51-201(b)(1) the City of Goodlettsville City Commission determines the contraction of the 5.44-acre property at 257 Allen Road appears to be in the best interest of the affected territory due to the limited city services provided and the property owner disputing that the 2018 annexation of the property was requested by the property owner; and,

WHEREAS, the property contains a one-family dwelling unit on the 5.44 acre property and the property is not served by the City of Goodlettsville sewer system or trash and recycling service; and,

WHEREAS, the contraction of the 5.44 acre property at 257 Allen Road will not alter the Allen Road right of way that is within the City of Goodlettsville municipal boundary; and,

WHEREAS, the Goodlettsville Planning Commission at the January 9, 2023 meeting voted to recommend the contraction of the municipal boundary on Allen Road per the property owner requesting the contraction due to a dispute of the property owner not agreeing to the property being annexed by Resolution 18-814 dated August 23, 2018; and

NOW, THEREFORE, BE IT ORDAINED AND IT IS HEREBY ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, AS FOLLOWS:

SECTION 1. Pursuant to the provisions of Section 6-51-201, Tennessee Code Annotated there is hereby adopted an ordinance to contract the 5.44-acre property commonly referred to as 257 Allen Road, Goodlettsville, referenced as Sumner County Tax Map 139 Parcel 09801 000 from the City of Goodlettsville municipal boundary as shown on "Exhibit A"

SECTION 2. That the Commissioners of the City of Goodlettsville, Tennessee, hereby certify that this Ordinance has been submitted to the Planning Commission of the City of Goodlettsville for a recommendation, and a notice of hearing thereon has been ordered after at least fifteen (15) days notice of the time and place of said meeting has been published in a newspaper circulated in the City of Goodlettsville, Tennessee. This Ordinance shall take effect September 9, 2023 to allow Sumner County to designate zoning, the public welfare demanding it.

SECTION 3. If any section, clause, provision, or portion of this Ordinance is for any reason declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision, or portion, of this Ordinance which is not itself invalid or unconstitutional.

SECTION 4. In case of conflict between this Ordinance or any part thereof and the whole or part of any existing or future Ordinance of the City of Goodlettsville, the most restrictive shall in all cases apply.

MAYOR RUSTY TINNIN

CITY RECORDER

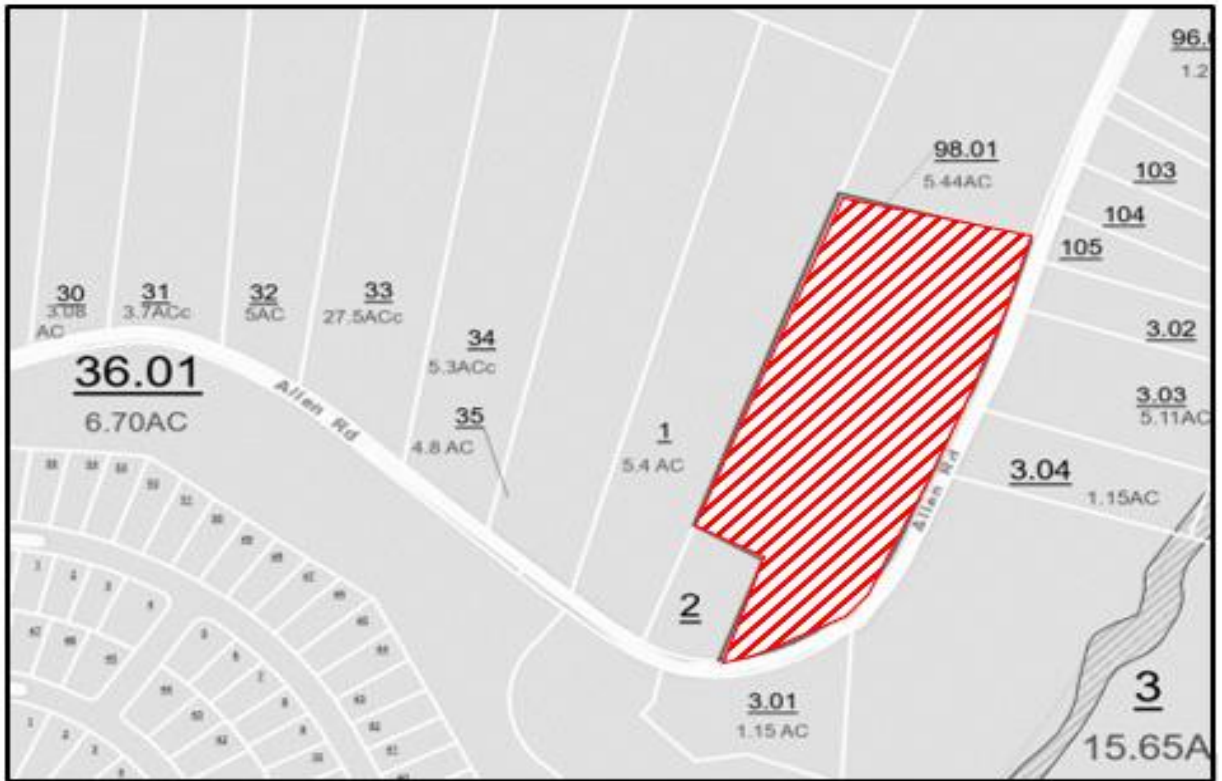
APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY

Passed First Reading:_____

Passed Second Reading:_____

ORDINANCE 23-1059
"EXHIBIT A"





AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: Ordinance 23-1061</u> An ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning designation of the back portion of a property on South Dickerson Road from Agricultural to CS Commercial Services. <u>FIRST READING</u> <u>PRESENTED BY:</u> Tim Ellis, City Manager Addam McCormick, Planning	Agenda Item: Ordinance 23-1061 Dept. of Origin: Planning For Agenda of: March 9, 2023 Originator: Addam McCormick Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Ordinance 23-1061

SUMMARY STATEMENT:

An to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning designation of the back portion of a property on South Dickerson Road from Agricultural to CS Commercial Services.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff and Planning Commission recommend approval of Ordinance 23-1061.

ORDINANCE NO. 23-1061

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF GOODLETTSVILLE ADOPTED PER ORDINANCE 15-851 BY CHANGING THE ZONING DESIGNATION OF THE BACK PORTION OF A PROPERTY ON SOUTH DICKERSON ROAD FROM AGRICULTURAL TO CS COMMERCIAL SERVICES

WHEREAS, the City's Zoning Ordinance intent and purpose includes but is not limited to dividing the city into zones and districts restricting and regulating therein the location, construction, and use of commercial buildings, structures; and,

WHEREAS, the City's Zoning Ordinance intent and purpose includes but is not limited to protecting the character and maintain the stability of business, commercial within the city, and to promote the orderly and beneficial development of such areas; and,

WHEREAS, the City's Comprehensive Land Use Plan intent and purpose includes but is not limited to defining future land use of area including future commercial zoning classifications; and,

WHEREAS, the Goodlettsville Planning Commission has reviewed and discussed this proposed amendment and voted on February 6, 2023 to recommend its passage to the Board of Commissioners based on the front portion of the property along South Dickerson Road containing the CS, Commercial Services zoning designation; and,

NOW, THEREFORE, BE IT ORDAINED AND IT IS HEREBY ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Official Zoning Map adopted by Ordinance No. 15-851 entered on second reading on November 12, 2015 being the municipal zoning map of Goodlettsville, Tennessee, be and the same is hereby amended as follows:

By changing the property classification from A, Agricultural to CS, Commercial Services for the referenced portion property attached as "EXHIBIT A" and described as follows:

THE BACK 3.5 ACRE PORTION OF MAP 33 PARCEL 03200 1219 SOUTH DICKERSON ROAD WHICH CONTAINS APPROXIMATELY 4.79 ACRES AS SHOWN IN THE RECORDS OF THE ASSESSOR OF PROPERTY OF DAVIDSON COUNTY, TENNESSEE.

SECTION 2. That the Commissioners of the City of Goodlettsville, Tennessee, hereby certify that this Ordinance has been submitted to the Planning Commission of the City of Goodlettsville for a recommendation, and a notice of hearing thereon has been ordered after at least fifteen (15) days notice of the time and place of said meeting has been published in a newspaper circulated in the City of Goodlettsville, Tennessee. This Ordinance shall take effect fifteen (15) days from the date of its final passage, the public welfare demanding it.

SECTION 3. If any section, clause, provision, or portion of this Ordinance is for any reason declared invalid or unconstitutional by any court of competent jurisdiction, such holding

shall not affect any other section, clause, provision or portion of this Ordinance which is not itself invalid or unconstitutional.

SECTION 4. In case of conflict between this Ordinance or any part thereof and the whole or part of any existing or future Ordinance of the City of Goodlettsville, the most restrictive shall in all cases apply.

MAYOR RUSTY TINNIN

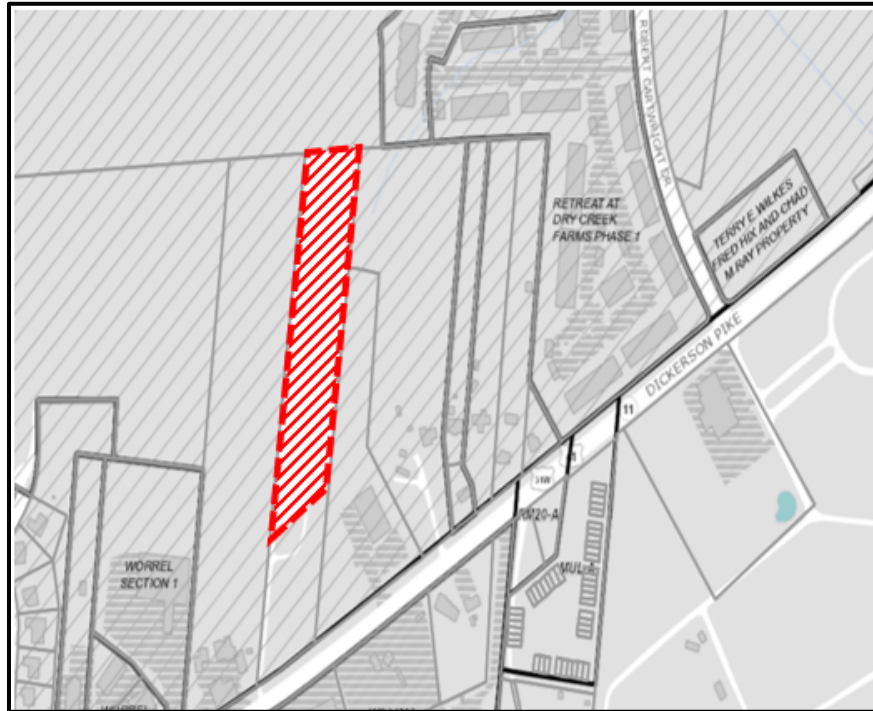
CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY

Passed First Reading: _____
Passed Second Reading: _____

ORDINANCE 23-1061
“EXHIBIT A”





AGENDA SUMMARY SHEET

Board of Commissioners

City of Goodlettsville, Tennessee

SUBJECT TITLE: ORDINANCE 23-1062

AN ORDINANCE TO AMEND THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 17, CHAPTER 1, SECTION 106 ENTITLED RESIDENTIAL COLLECTION PROCEDURES BY ADDING A NEW PARAGRAPH TO SECTION 106. **FIRST READING**

PRESENTD BY: Tim Ellis City Manager

Agenda Item: Ordinance 23-1062

Dept. of Origin: Administration

For Agenda of: March 9, 2023

Originator: Tim Ellis

Cost of Item: N/A

AGENDA ITEM ATTACHMENTS:

Ordinance 23-1062

Supplement I

SUMMARY STATEMENT:

AN ORDINANCE TO AMEND THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 17, CHAPTER 1, SECTION 106 ENTITLED RESIDENTIAL COLLECTION PROCEDURES.BY ADDING A NEW PARAGRAPH TO SECTION 106.

Adds an enhanced enforcement component to the issue of those who never remove the solid waste containers.

Enforcement Level 1 – Written Warning Attached to Can(s)

Enforcement Level 2 – Citation to Municipal Court with \$50.00 fine.

See Supplement I

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 23-1062.

ORDINANCE NO. 23-1062

AN ORDINANCE TO AMEND THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 17, CHAPTER 1, SECTION 106 ENTITLED RESIDENTIAL COLLECTION PROCEDURES. BY ADDING A NEW PARAGRAPH TO SECTION 106.

WHEREAS, within the City of Goodlettsville there has been a consistent issue in reference to residents that never remove their solid waste containers at the curbside or street side; and

WHEREAS, to assure the City of Goodlettsville improves the aesthetics of the city a more conscious effort needs to be made to assure that residents regularly remove their solid waste containers at the curbside or street side; and

WHEREAS, the need to create better enforcement measures exist within the City of Goodlettsville Municipal Code.

NOW, THEREFORE, BE IT ORDAINED, BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, THAT TITLE 17, CHAPTER 1, SECTION 106 THE CITY OF GOODLETTSVILLE MUNICIPAL CODE IS AMENDED BY ADDING THE FOLLOWING PARAGRAPH TO SECTION 106:

SECTION 1.

Residents who place their containers at curbside or street side more than twenty-four hours prior to the date of their sanitation service or leaves their containers at curbside or street side longer than twenty-four hours from date of services would be subject to first a written warning placed on containers and would be subject to a \$50.00 fine for each instance after the warning was issued.

SECTION 2. This ordinance shall take effect fifteen (15) days from and after its final passage, the public welfare requiring it.

MAYOR RUSTY TINNIN

Passed: _____

Passed: _____

CITY CLERK

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY

SUPPLEMENT I

Current Section 106

Sec. 17-106. - Residential collection procedures.

Collection, conveyance, and disposal of residential waste by the City of Goodlettsville shall be done regularly in accordance with an announced schedule.

Residential collection shall be made from curbside. Containers shall be placed adjacent to and back of the pavement edge if there is no curb. Containers shall be placed in such a location as to be readily accessible for removal by the City of Goodlettsville and in such a manner as not to interfere with overhead power lines or tree branches, parked cars, vehicular traffic, or in any other way that would constitute a public hazard or nuisance. Containers shall not be placed, without the express permission of the city, on a public sidewalk, in the street, or in a drainage ditch.

All residents shall place their containers at curbside or street side no later than 6:30 a.m. on the date of collection. As soon as practicable, but no later than 7:00 p.m., after such containers have been emptied, they shall be removed by the owner or occupant to within, or to the rear of, the premises and away from the street until the next scheduled time for collection.

Application for exemption to the requirements above may be made by any resident who is unable to push the container to the curb due to age, illness, or disability and who does not have an able-bodied person in the residence, or due to extreme driveway grade.

In the event a residential occupant of premises has a private driveway of 300 feet in length or more, with reasonable and adequate space for city refuse vehicles to maneuver in and out for refuse collection, said residential occupant of the premises shall be entitled to have exemption from the requirement of curbside container placement.

Certain areas may also be entitled to have exemption from the requirements of curbside container placement due to physical features that would prevent the safe and efficient collection of residential waste. A statement holding the city harmless for damage to the property by collection vehicles will be executed by the property owner.

Residential waste must be drained of all liquids and secured in plastic bags to prior to placing in containers. The containers shall be maintained in a clean and sanitary manner and shall be thoroughly cleaned by washing as often as necessary to prevent the breeding of flies and the occurrences of offensive odors.

Items prohibited from collection shall include but not be limited to hazardous waste, infectious waste, and construction waste.

PROPOSED Section 106

Sec. 17-106. - Residential collection procedures.

Collection, conveyance, and disposal of residential waste by the City of Goodlettsville shall be done regularly in accordance with an announced schedule.

Residential collection shall be made from curbside. Containers shall be placed adjacent to and back of the pavement edge if there is no curb. Containers shall be placed in such a location as to be readily accessible for removal by the City of Goodlettsville and in such a manner as not to interfere with overhead power lines or tree branches, parked cars, vehicular traffic, or in any other way that would constitute a public hazard or nuisance. Containers shall not be placed, without the express permission of the city, on a public sidewalk, in the street, or in a drainage ditch.

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In the event a residential occupant of premises has a private driveway of 300 feet in length or more, with reasonable and adequate space for city refuse vehicles to maneuver in and out for refuse collection, said residential occupant of the premises shall be entitled to have exemption from the requirement of curbside container placement.

Certain areas may also be entitled to have exemption from the requirements of curbside container placement due to physical features that would prevent the safe and efficient collection of residential waste. A statement holding the city harmless for damage to the property by collection vehicles will be executed by the property owner.

Residential waste must be drained of all liquids and secured in plastic bags to prior to placing in containers. The containers shall be maintained in a clean and sanitary manner and shall be thoroughly cleaned by washing as often as necessary to prevent the breeding of flies and the occurrences of offensive odors.

Items prohibited from collection shall include but not be limited to hazardous waste, infectious waste, and construction waste.

Residents who place their containers at curbside or street side more than twenty-four hours prior to the date of their sanitation service or leaves their containers at curbside or street side longer than twenty-four hours from date of services would be subject to first a written warning placed on containers and would be subject to a \$50.00 fine for each instance after the warning was issued.



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> Resolution 23-1118 A resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee establishing July 3 rd as the date of the 2023 Independence Day Celebration special event. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 23-1118 Dept. of Origin: Administration For Agenda of: March 9, 2023 Originator: Tim Ellis Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Resolution 23-1118

SUMMARY STATEMENT:

A resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee establishing July 3rd as the date of the 2023 Independence Day Celebration special event.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Resolution 23-1118.

RESOLUTION 23-1118

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE ESTABLISHING JULY 3RD AS THE DATE OF THE 2023 INDEPENDENCE DAY CELEBRATION SPECIAL EVENT.

WHEREAS, the City of Goodlettsville prides itself in providing its citizenry with the highest quality of special events; and

WHEREAS, City of Goodlettsville staff has constantly strived to determine manners in which to improve such events; and

WHEREAS, the annual Independence Day Celebration is one such event that brings the Goodlettsville community together; and

WHEREAS, the City of Goodlettsville staff has determined that there are certain benefits to holding the Independence Day Celebration on July 3rd; and

WHEREAS, such benefits include, ability to secure additional vendors, employee overtime savings, providing flexibility to its residents, and future savings in pyrotechnic costs.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF GOODLETTSVILLE BOARD OF COMMISSIONERS AS FOLLOWS:

SECTION I. That the Board Commissioners establishes July 3, 2023 as the date of the City of Goodlettsville Independence Day Celebration.

SECTION II. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

Date adopted: March 9, 2023

Mayor Rusty Tinnin

Attest

City Recorder

Approved as to form and legality

City Attorney



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> Resolution 23-1119 A resolution to authorize the execution of a contract for solid waste and curbside recycling collections based on advertised competitive sealed proposals as authorized by Resolution 22-1074 and T.C.A. Title 12, Chapter 3, Part 10. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 23-1119 Dept. of Origin: Administration For Agenda of: March 9, 2023 Originator: Tim Ellis Cost of Item: See attached memo
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AGENDA ITEM ATTACHMENTS:

Resolution 23-1119
Memo
Contract

SUMMARY STATEMENT:

A resolution to authorize the execution of a contract for solid waste and curbside recycling collections based on advertised competitive sealed proposals as authorized by Resolution 22-1074 and T.C.A. Title 12, Chapter 3, Part 10.

FINANCIAL SUMMARY:

See attached memo.

RECOMMENDED ACTION:

Staff recommends approval of Resolution 23-1119.

RESOLUTION 23-1119

A RESOLUTION TO AUTHORIZE THE EXECUTION OF A CONTRACT FOR SOLID WASTE AND CURBSIDE RECYCLING COLLECTIONS BASED ON ADVERTISED COMPETITIVE SEALED PROPOSALS AS AUTHORIZED BY RESOLUTION 22-1074 AND T.C.A. TITLE 12, CHAPTER 3, PART 10.

WHEREAS, the current City of Goodlettsville Solid Waste contract is set to expire on June 30, 2023; and

WHEREAS, the City of Goodlettsville recently accepted Requests for Competitive Sealed Proposals as authorized by Resolution 22-1074; and,

WHEREAS, after evaluating all proposals, GFL Environmental, Incorporated, was determined to be the most qualified firm based on the evaluation criteria established in Resolution 22-1074;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE MEETING IN REGULAR SESSION THIS THE 9TH DAY OF MARCH, 2023, THAT THE CITY MANAGER IS AUTHORIZED TO EXECUTE A CONTRACT WITH GFL ENVIRONMENTAL, INCORPORATED, FOR THE PURPOSE OF PROVIDING SANITATION AND CURBSIDE RECYCLING SERVICES AND THE CONTRACT IS ATTACHED HERETO AS EXHIBIT I.

THIS RESOLUTION IS EFFECTIVE UPON ADOPTION, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE REQUIRING IT.

MAYOR RUSTY TINNIN

Adopted: _____

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY



March 8, 2023

MEMO

To: City of Goodlettsville Board of Commissioners

From: Tim Ellis, City Manager 

Re: Proposed Sanitation and Recycling Contract

cc: Julie High
Russell Freeman

As you are aware the current sanitation contract with GFL Environmental is set to expire on June 30, 2023. As was approved by Resolution 22-1074, the procurement method of Competitive Sealed Proposals was utilized in soliciting said services. The City received submittals from GFL Environmental, Waste Management and Waste Pro. Each of the proposals had year one charges for curbside sanitation and surbside recycling of the following:

- GFL Environmental \$15.02 per unit per month / 21% increase over FY23 Charges
- Waste Management \$25.59 per unit per month / 106% increase over FY23 Charges
- Waste Pro \$26.85 per unit per month / 116% increase over FY23 Charges

The Current contractual cost (FY23) \$12.40 per unit per month

An employee committee evaluated all proposals based on the criteria established in Resolution 22-1074 and determined that GFL Environmental to be the best proposal based on the aforementioned criteria.

Once GFL Environmental was determined to be the most qualified proposal, discussions began as permitted by T.C.A. Tit. 12, Ch. 3, Pt. 5. As a result of those discussions, city staff will recommend that the Board of Commissioners approve a new five (5) year contract with GFL Environmental. This recommendation comes after two separate meetings in order to negotiate terms of said agreement.

The proposed new agreement would have charges to the city in the amount of \$14.25 per unit per month based on curbside sanitation and curbside recycling. This reflects a **14.9%** increase over FY23 Charges (*approximate 7% decrease from original submission*). In the simplest terms to this matter, we cannot negotiate any better terms to this agreement based on the current volatile economic environment that currently exists.

The following is a summary of all sanitation and recycling charges that would become effective July 1, 2023. All subsequent annual increases would be tied to increases or decreases in the Consumer Price Index for garbage and trash collection.

Service	July 1, 2023- June 30, 2024	July 1, 2024- June 30, 2025	July 1, 2025- June 30, 2026	July 1, 2026- June 30, 2027	July 1, 2027- June 30, 2028
Annual unit price for curbside solid waste pick up (residential, townhouse and condo) on a minimum once a week basis	\$11.15/month per resident	Annual price increase (PI) based on CPI for all urban consumers (CPI-U)- Garbage and trash collection as of June 2024	Annual price increase (PI) based on CPI for all urban consumers (CPI-U)- Garbage and trash collection as of June 2025	Annual price increase (PI) based on CPI for all urban consumers (CPI-U)- Garbage and trash collection as of June 2026	Annual price increase (PI) based on CPI for all urban consumers (CPI-U)- Garbage and trash collection as of June 2027
Annual unit price cost per each additional can per residence	\$5.00/month per cart	\$5.00/month per cart	\$5.00/month per cart	\$5.00/month per cart	\$5.00/month per cart
Annual unit price for backdoor solid waste pick-up (residential, townhouse and condo) on a minimum once a week basis (Medical and long drive waivers)	\$11.15/month per resident	Annual price increase (PI) based on CPI for all urban consumers (CPI-U)- Garbage and trash collection as of June 2024	Annual price increase (PI) based on CPI for all urban consumers (CPI-U)- Garbage and trash collection as of June 2025	Annual price increase (PI) based on CPI for all urban consumers (CPI-U)- Garbage and trash collection as of June 2026	Annual price increase (PI) based on CPI for all urban consumers (CPI-U)- Garbage and trash collection as of June 2027
Annual unit price for curbside recycle pick-up (residential, townhouse and condo) on a bi-weekly basis	\$3.10/month per resident	Annual price increase (PI) based on CPI for all urban consumers (CPI-U)- Garbage and trash collection as of June 2024	Annual price increase (PI) based on CPI for all urban consumers (CPI-U)- Garbage and trash collection as of June 2025	Annual price increase (PI) based on CPI for all urban consumers (CPI-U)- Garbage and trash collection as of June 2026	Annual price increase (PI) based on CPI for all urban consumers (CPI-U)- Garbage and trash collection as of June 2027
Optional Annual unit price for backdoor recycle pick-up (residential, townhouse and condo) on a bi-weekly basis.	\$10.50/month per resident	Annual price increase (PI) based on CPI for all urban consumers (CPI-U)- Garbage and trash collection as of June 2024	Annual price increase (PI) based on CPI for all urban consumers (CPI-U)- Garbage and trash collection as of June 2025	Annual price increase (PI) based on CPI for all urban consumers (CPI-U)- Garbage and trash collection as of June 2026	Annual price increase (PI) based on CPI for all urban consumers (CPI-U)- Garbage and trash collection as of June 2027

I believe you will find this contract very advantageous to the City of Goodlettsville. I am pretty certain that I will not be able to get any better rates than what is included in this contract.

Attached is the contract for your review as well. If you should have any questions please feel free to discuss them with me at your convenience.

Solid Waste and Recycling Collection, Transportation, and Disposal Agreement

DRAFT

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein "Contract") is made and entered into this _____ day of 2023 by and between the CITY OF GOODLETTSVILLE, TENNESSEE, a Tennessee municipality, (herein the "CITY") and GFL ENVIRONMENTAL, INCORPORATED (herein the "CONTRACTOR") residing at 7320 Centennial Boulevard, Nashville, TN 37209.

WITNESSETH:

WHEREAS, the CITY desires to exclusively contract with a Contractor of Solid Waste and Recycling Collection Services which shall furnish labor, tools, equipment and materials, supplies and services to perform all work and services necessary to satisfactorily collect and transport household-generated Acceptable Waste, brown goods, and recyclable materials from designated residential locations and Public Facilities within the City of Goodlettsville, Tennessee, or which come within the CITY limits of Goodlettsville by reason of annexation during the term of this Contract, transport same to the designated disposal location, or a recycling location, and perform all other work or services incidental to household-generated Acceptable Waste brown goods, - and transportation services in accordance with the terms and provisions of this Contract. Collection excludes white goods, electronics, construction debris, commercial-generated materials, debris from storms, acts of God or excess amounts more than normal household-generated waste. In performance of this Contract, the CONTRACTOR binds himself to the CITY to comply fully with all provisions, undertakings, and obligations hereinafter set forth (herein the "Contract Items"), and

WHEREAS, the CONTRACTOR has the requisite experience, abilities and resources to perform and/or furnish the foregoing,

WHEREAS, the CONTRACTOR desires to enter into this Contract as an independent Contractor and is ready, willing and able to provide the services and/or furnish the products in accordance with the terms of and subject to the conditions in this Contract, and

WHEREAS the CITY will purchase, repair and maintain solid waste carts and the CONTRACTOR will purchase, repair and maintain 95-gallon recycling carts.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

Section 1. SCOPE OF CONTRACT

The City hereby engages the CONTRACTOR to exclusively furnish the services and/or products as specified in the Request for Sealed Competitive Proposals, issued by the CITY for Solid Waste Collection Services (herein the "Request for Competitive Sealed Proposals" or "RFCSP") and any amendments thereto are attached and incorporated by reference herein and made a part hereof.

Section 2. TERM OF CONTRACT

The period of this Contract shall be for Sixty (60) months, beginning on July 1, 2023 and ending on June 30, 2028. This Contract may be extended by mutual agreement upon the same terms for one (1) additional successive sixty (60) month period or portions thereof, up to a cumulative total of One Hundred Twenty (120) months, by written notice to the other party given at least Ninety (90) days before the expiration of the term then in existence.

Section 3. COMPENSATION

Amount of Compensation. The CONTRACTOR agrees to provide the services, equipment and products as specified in its Proposal to the CITY and to furnish labor, equipment, materials, supplies and other necessities required to perform the services (including unexpected overtime, additional equipment, or other needed resources) within the schedule or time period specified at the cost specified in said Proposal and amendments, if any, the Proposal and any amendments being attached and incorporated by reference herein and made a part hereof.

Service	July 1, 2023- June 30, 2024	July 1, 2024- June 30, 2025	July 1, 2025- June 30, 2026	July 1, 2026- June 30, 2027	July 1, 2027- June 30, 2028
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- If the cost of fuel as reported by the U.S. Energy Information Administration's, On Highway Diesel Prices, US DOE for Diesel, meets or exceeds an average cost of \$5.00 per gallon for a 30 day period a 5/j+% surcharge will be added. The surcharge in effect until the average cost reduces below \$5.00 for a 30 day period.

Payment of Compensation.

a. The CONTRACTOR will be paid monthly by the City at the prices set forth in the Proposal submitted pursuant to the RFCSP (the "Proposal") and are not to exceed the proposed rates. The CONTRACTOR shall submit monthly billings to the City on a form approved by the City. CONTRACTOR shall bill in arrears and payment of the billing will be made no later than the 10th day of the following month in which the invoice was submitted. All invoices shall be sent to the Public Works Director, Public Works Department, City of Goodlettsville, 105 South Main Street., Goodlettsville, TN 37072.

b. Subject to adjustments as provided in this Contract monthly billings will be an amount equal to the applicable monthly unit prices multiplied by the Count as defined and determined. The City reserves the right to partially pay any billing submitted by the CONTRACTOR for failure to complete collection routes or for failure to complete all collection services required during the collection route schedules such determination to be made in the reasonable discretion of the CITY.

Count

a. Payment will be based on the Residential Unit Count (the "Count") Accordingly, such Count will include single-family residential dwellings and certain high-density dwellings such as townhouses, duplexes, and condominiums.

b. An initial Count will be determined and established by the City as of July 1, 2023 for the initial calendar quarter period of this Contract. Thereafter, a revised Count shall be determined at the beginning of every calendar quarter during the term of this Contract to establish the Count to be used for all monthly billings during that same calendar quarter.

c. The City will conduct a quarterly count and advise CONTRACTOR via email. Any vacant addresses will be emailed to CONTRACTOR upon City's notification of such.

Section 4. ADDITIONAL SERVICES

In the event the CITY requests that the CONTRACTOR perform additional services and/or furnish additional products not covered by this Contract, the CONTRACTOR shall perform such additional services after the CITY and the CONTRACTOR enter into an equitable agreement regarding the additional services and/or products.

Section 5. SPONSORSHIPS

The CONTRACTOR agrees to provide the CITY five thousand dollars (\$5,000.00) annually for the sponsorship of various annual Goodlettsville Special Events. The CITY agrees to recognize the CONTRACTOR as a sponsor by various means such as signage, posters, news releases, etc.

Section 6. CONFLICT OF INTEREST

The CONTRACTOR declares that neither the Mayor, nor any Commissioners, nor any other CITY official or employee holds a direct or indirect interest in this Contract. The CONTRACTOR pledges that it will notify the CITY in writing should any CITY official become either directly or indirectly interested in this Contract. The CONTRACTOR declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the CITY, or to pay anyone else for the benefit of any official or employee of the CITY any sum of money or other thing of value for aid or assistance in obtaining this Contract. The CONTRACTOR further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the CITY or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Contract.

Section 7. COMPLIANCE WITH LAWS

The CONTRACTOR agrees to observe and to comply at all times with all applicable Federal, State, and local laws, Ordinances, and regulations in any manner affecting the provisions of the Contract and to comply with all instructions and orders issued by the CITY regarding the Contract terms and provisions.

Section 8. TERMINATION

If either party reasonably concludes that the other is in material breach of this Agreement, such party shall so notify the other party in writing, including a detailed description thereof. The party alleged to be in breach shall be allowed up to thirty (30) days after notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (30) days to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within thirty (30) days after written notice of the deficiencies or breach, then the other party may terminate this Agreement. Neither party shall be liable to the other for any special, consequential or punitive damages.

Section 9. WARRANTY

The CONTRACTOR warrants that the Contract items, including any equipment and products provided shall: in the case of services (i) conform to all applicable standards of care and practice in effect at the time the service is performed; (ii) be of the highest quality; and (iii) be free from all faults, defects or errors; and in the case of products meet the specifications in the Request for Competitive Sealed Proposals. CONTRACTOR is responsible for repairing damage caused by the Contractor's employees or equipment that may occur during the normal course of providing services (e.g., mailboxes, cleaning hydraulic or trash spills, etc.).

Section 10. DELAYS, DAMAGES

If the CONTRACTOR refuses or fails to prosecute the work with such diligence as will ensure its completion within the thirty (30) day period set forth in Section 8, the CITY may terminate its rights hereunder. In such event, the CITY may require the surety to fully perform and complete the work in the manner required by the performance bond or the CITY may take over the work and prosecute the same for completion by Contract or otherwise and the CONTRACTOR and his surety shall be liable to the CITY for any excess cost occasioned thereby. If the CONTRACTOR'S right to proceed is so terminated, the CITY may take possession of and utilize in completing the work all of the CONTRACTOR'S equipment for the remaining term of the original Contract. The City will compensate the Contractor for the use of the equipment by leasing or purchasing the equipment at a fair market value as determined by an independent third party.

Section 11. FORCE MAJEURE

CONTRACTOR shall use reasonable efforts to furnish to the CITY the services as provided for in this Contract; but it is understood and agreed that CONTRACTOR does not guarantee its ability to provide such use at all times and CONTRACTOR will not be liable to the CITY if such services are not provided as contemplated herein due to any of the following events: flood, earthquake, fire, epidemic, acts of God, war, national emergency, civil disturbance, riot, sabotage or terrorism, restraint by court order or order of public authority, and similar occurrences beyond the reasonable control of CONTRACTOR that makes compliance with any of the material obligations under this Contract in a timely manner impracticable or impossible. Rain, sleet, snow, tornados and severe wind all are anticipated to occur during the term of this Contract and only such weather conditions that are so severe as to preclude safe operations by the CONTRACTOR under a reasonable standard shall excuse CONTRACTOR from timely performing its services hereunder. If such weather conditions do occur that entitle CONTRACTOR to delay or excuse it from performance of its services, CONTRACTOR and the CITY shall negotiate in good faith regarding what reduction should be made in payments to CONTRACTOR hereunder, if any.

Section 12. INSURANCE

The CONTRACTOR shall, at all times, maintain policies providing the following minimum insurance protection as evidenced by the Certificates of Insurance and any other attachments or endorsements specified by the CITY.

Comprehensive General Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this CONTRACT, Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to the CITY, coverage for CONTRACTOR on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than Two Million Dollars (\$2,000,000) for Bodily Injury and Property Damage.

Automobile Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this CONTRACT, Automobile Liability coverage in the minimum amount of Two Million Dollars (\$2,000,000) combined single limits for Bodily Injury and Property Damage.

Pollution Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of the CONTRACT, Pollution Liability Insurance coverage in the minimum amount of One Million Dollars (\$1,000,000) for environmental liabilities not otherwise covered by other liability insurance.

Workers' Compensation Coverage. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of the CONTRACT, full and complete Workers' Compensation Coverage as required by State of Tennessee law.

Certificates of Insurance. The CONTRACTOR shall provide the CITY with Certificates of Insurance on all the policies of insurance and renewals required hereunder thereof in forms acceptable to the CITY. Said Comprehensive General Liability policy shall provide that the CITY be an additional insured. The CITY shall be notified in writing of any reduction, cancellation or substantial change of said policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the CITY and licensed and authorized to do business under the laws of the State of Tennessee.

Section 13. PERFORMANCE BONDS

CONTRACTOR will furnish performance bonds as security for the faithful performance of this CONTRACT, said bonds to be executed by a responsible and recognized surety company who is acceptable to the CITY and is licensed and authorized to do business in the State of Tennessee. Bonds will be provided and signed by the CONTRACTOR and included herein and made part of this CONTRACT. The payment and performance bonds will be furnished to the CITY annually by the CONTRACTOR for each year of this CONTRACT or renewal term and shall guarantee performance of this CONTRACT and payment for all materials and labor by the CONTRACTOR. The amount of the bonds for the first year shall be equal to the monthly unit price times the estimated Unit Count determined by the CITY. The amount of the payment and performance bonds for each of the following twelve (12) month periods shall equal 100% of the amount paid to the CONTRACTOR by the CITY during the twelve (12) month period immediately preceding such period.

Section 14. CLAIMS, LIABILITY AND INDEMNITY

The CONTRACTOR hereby agrees to protect, indemnify and hold harmless the CITY, CITY officers, CITY agents, and CITY employees from and against any and all loss, expense, damage, charges and costs (including court costs and attorney's fees) for damage because of bodily injury, death, or injury to or damage of property arising out of or in consequence of the performance of the work under

or in any manner related to this CONTRACT whenever such injury, death or damage is due to or claimed to be due to any act or omission on the part of the CONTRACTOR, or others whose services are engaged by the CONTRACTOR, or anyone directly or indirectly employed or controlled by either of them, including CONTRACTOR'S subcontractors, officers, agents and/or employees, in the course of the performance of the work provided for in the CONTRACT, except such injury, destruction or death to the extent caused by the negligence or fault of the CITY.

If either party has occasion to either defend or assert its rights under this CONTRACT in a court of law or equity, before a board of arbitration or otherwise, the prevailing party shall pay any and all costs of such action, including court costs and reasonable attorney's fees, incurred by the prevailing party in asserting or defending its rights under this CONTRACT.

Section 15. ATTORNEY'S FEES

If any legal action or other proceeding is brought for the enforcement of this Contract or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Contract and the CITY is successful therein, the CITY shall be entitled to recover from the CONTRACTOR reasonable attorney's fees, court costs and all expenses even if not taxable or assessable as court costs (including, without limitation, all such fees, costs and expenses incident to appeal) incurred in that action or proceeding in addition to any other relief to which the CITY may be entitled.

Section 16. EQUAL EMPLOYMENT OPPORTUNITY

Non-discrimination. In carrying out the Contract Items under this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

Posting and Advertising. The CONTRACTOR agrees to post in conspicuous spaces available to employees and applicants for employment a notice, setting forth the provisions of the non-discrimination clause contained herein above. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by, or on behalf of, the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The CONTRACTOR shall incorporate the foregoing requirements of this Paragraph in all subcontracts, if any, for services or products covered by this Contract.

NOT LESS THAN MINIMUM WAGE TO BE PAID CONTRACTOR shall pay and shall require any subcontractor of CONTRACTOR, if any, to pay without deduction or rebate, unless expressly authorized by law, not less than the minimum wage established by Federal or State law during the term of this Contract to all Persons employed by him in the furnishing of work, labor, or services in the performance of this Contract. The CONTRACTOR further agrees that for any breach or violation of the foregoing stipulation, he shall be liable to the CITY for liquidated damages in a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this Contract, which sum may be withheld from any amounts due on this Contract or the same may be recovered in a suit brought by the City Attorney in the name of the CITY and shall be in addition to damages for any other breach of this Contract.

The CONTRACTOR agrees that the CITY may examine his books and records or the books and records of any subcontractor of CONTRACTOR to ascertain the rate of wages paid to any Person employed by either of them in the furnishing of work, labor or services in the performance of this Contract.

Section 17. TRANSFER, ASSIGNMENT OR SUBLETTING

This Contract shall not be transferred or assigned or sublet without prior written consent of the CITY which will not be unreasonably withheld.

Section 18. CONTRACT NOT A FRANCHISE

It is the understanding and intention of the parties hereto that this Contract shall constitute an exclusive contract for the collection and transportation of Solid Waste and/or Recycling Materials; that said Contract shall not constitute a franchise; nor shall the same be deemed or construed as such.

Section 19. SAFETY MEASURES

The CONTRACTOR shall take all necessary precautions for the safety of the CITY'S and CONTRACTOR'S employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of workmen and the public. If necessary, the CONTRACTOR shall post signs warning against hazards in and around the site where the CONTRACTOR is furnishing Contract Items.

Section 20. FAMILIARITY WITH THE CONTRACT ITEMS

The CONTRACTOR, by executing this Contract, acknowledges full understanding of the extent and character of the Contract Items required and the conditions surrounding the provision thereof. The CITY will not be responsible for any alleged misunderstanding of the Contract Items to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the CONTRACTOR serves as the CONTRACTOR'S stated commitment to fulfill all the conditions referred to in this Contract.

Section 21. ENTIRE AGREEMENT

This Contract and all attachments hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed or amended unless in writing and signed on behalf of the parties. Each and every modification and amendment of this Contract must be in writing and signed by all of the parties hereto. Each and every waiver of any covenant, representation, warranty, or other provision of this Contract must be in writing and signed by each party whose interest is adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

Section 22. PERMITS, LICENSES & CERTIFICATES

The CONTRACTOR shall obtain, at its own expense, all permits, licenses (including Davidson and Sumner Counties and the City of Goodlettsville business licenses) and certificates required by federal, state and local laws, Ordinances, rules and regulations and maintain the same in full force and effect for the completion of the work pursuant to this Contract.

Section 23. FIRE, THEFT, LOSS

The CONTRACTOR is responsible for all damage or loss by fire, theft or otherwise to materials, tools, equipment, and consumables left on CITY property by the CONTRACTOR.

Section 24. CONTRACTING AUTHORITY

The Persons executing this Contract on behalf of the CITY and the CONTRACTOR hereby Personally represent and warrant to all other parties that they have been duly authorized to execute and deliver this Contract.

Section 25. GOVERNING LAW

This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of such state, and of the United States of America shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof. Any litigation brought with respect to this Contract shall be brought in a court of competent jurisdiction in Davidson County, Tennessee and the CONTRACTOR hereby consents to the jurisdiction of such courts.

Section 26. OPPORTUNITY FOR REVIEW

Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Contract; and, accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Contract.

Section 27. SECTION HEADINGS

The section headings contained in this Contract are for convenience of reference purposes only and are not intended to qualify the meaning of any section and shall not affect the interpretation of this Contract.

Section 28. NOTICES

All notices, demands, and requests required or permitted by this Contract shall be in writing and shall be sent by facsimile transmission, air or other courier, or hand delivery as follows to both:

CITY:

City of Goodlettsville
105 S. Main Street
Goodlettsville, TN 37072
Facsimile: (615) 851-2212
Email: tellis@goodlettsville.gov

CONTRACTOR:

GFL Environmental Incorporated
7320 Centennial Boulevard
Nashville, TN 37209
Email: bradfordsmith@gflenv.com

Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under this Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Contract when received.

Any party to this Contract may change such party's address and/or telecopier number for the purpose of notices, demands and requests required or permitted under this Contract by providing written notice of such change of address to all of the parties, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

Section 29. SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid, or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid, or unenforceable provision were not contained herein by its severance here from. In addition, in lieu of such unlawful, invalid or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such unlawful, invalid, or unenforceable provisions as may be possible and may be lawful, valid or enforceable. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

Section 30. NO CONSENT TO BREACH

No consent or waiver, express or implied, by any party to this Contract to or of any breach or default by the other party to this Contract in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any party to this Contract to complain of any act or failure to act of any other party to this Contract, or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

Section 31. OTHER INSTRUMENTS

The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Contract fully and legally effective, binding and enforceable as between the parties and as against third parties.

IN WITNESS HEREOF:

City of Goodlettsville

By: _____
Tim Ellis, City Manager

Witnessed:

By: _____

Approved as to Form and Content:

By: _____
City Attorney

By: _____
Authorized Signature

Witnessed:

By: _____

Appendix “A”

GENERAL PROVISIONS

Section 1 – Operations.

- a. Hours of Operation. Collection of Solid Waste shall not start before **7:00 a.m.** nor continue after 6:00 p.m. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor.
- b. Routes of Collection. The City will provide existing route collection information. Collection routes may be established by the Contractor. The Contractor shall submit a map designating the collection routes and collection route schedules at least Sixty (60) days prior to the start of service under the Contract. The Contractor may from time-to-time propose to the City for approval changes in routes or days of collection. The City understands that efficient routing will be determined by GFL Environmental and has the understanding that services will be provided Monday through Friday and during normal business hours. Any service not normally scheduled will be at the City’s approval. Upon City’s approval of the proposed changes, Contractor shall promptly give written and published notice to the affected residential households. If collection days and/or routes change, Contractor shall publish, at its expense, a map of such collection routes. The published map shall be of such size to clearly show all pertinent information. Contractor will work alongside the City to publicize such information.
- c. New Service. The City shall notify the Contractor of all new Solid Waste collection service requests at least weekly. Solid Waste collection service should begin at the new address within five (5) business days of such notice.
- d. Holidays. For purposes of the Contract, the following days shall be celebrated as holidays when no services will be performed:
- New Year’s Day
 - Thanksgiving Day
 - Christmas Day

Collection route schedules may be changed after any holiday to be one day later in the week so that every collection location will receive its regularly scheduled weekly service within a seven-day collection period. If a holiday falls on a Saturday or Sunday, then the regular collection scheduled may be observed. Alternative holiday collection schedules may be proposed by Contractor. Contractor must inform the City of its collection schedule changes due to holidays, weather, etc.

e. Complaints.

- 1) All complaints shall be given prompt and courteous attention. Complaints include, but are not limited to, calls regarding missed services, failure to follow container handling and placement guidelines, failure to properly replace lid on the container following collection, failure to collect

all Solid Waste and/or Recyclable Materials due to improper collection service and other items outlined in the Specifications.

2) In the case of a complaint, the Contractor shall investigate and determine, based on set procedure, the type of error made. Service shall be provided to the resident regardless of fault for Solid Waste unless the request violates set procedure in the Contract Documents or the Specifications. A determination of justified (Contractor error) or unjustified (other) will be made by the City concerning each service request. The number of justified complaints is not to exceed, in any one month, more than twenty-five (25) per week on a monthly average. The determination of the justification of the complaints shall lie solely with the City, based upon criteria developed jointly by the City and the Contractor. The Contractor has the right to contest any complaint and resolution shall be jointly agreed upon by the City and the Contractor.

3) Failure to maintain an acceptable level of service may invoke liquidated damages according to the following table or, if acceptable resolution is not reached, may be grounds to terminate the Contract:

Number of Justified Complaints	Liquidated Damages
<u>Over 25 per Month</u>	<u>Per Complaint</u>
25 to 50	\$50 per complaint
51 to 75	\$75 per complaint
76 to 100	\$100 per complaint
101 or greater	\$125 per complaint

4) Notice received from a customer will be considered a justified complaint unless the Contractor can prove to the City's satisfaction that the complaint is not warranted. The Contractor and City recognize that the City will suffer damage if the Contractor fails to comply with the aforesaid provisions, that such damages would be difficult to ascertain, and that the aforesaid liquidated damages per complaint represents a reasonable and agreed estimate of the City's actual damages for each such failure of the Contractor.

5) For the complaint process, the City will generate a service request e-mail for every complaint call received. The Contractor is responsible for retrieving the service request e-mails at least twice daily with one such collection of service request forms to occur before 9:00 a.m. and the other to occur before 2:00 p.m. so that the complaints will be addressed and corrected in a timely manner. Complaints received prior to 2:00 p.m., Monday through Friday, will be addressed the same day. Complaints received after 2:00 p.m., Monday through Friday, will be addressed by 12:00 noon the following workday. All missed service requests are to be resolved within twenty four (24) hours.

6) The City will provide a report to the Contractor each month that identifies each complaint. The report may include the date of the complaint, the complaint location, the nature of the complaint, the date of complaint resolution, and the final justification status as determined by the City. The Contractor will supply the City with a monthly report detailing the complaint calls received directly by the Contractor for each type of service under the Contract Documents. The report will include data the City specifically requests from Contractor.

During the first sixty (60) days service under the Contract, the Contractor will be provided a grace period to initiate changes in the collection system without penalty.

- f. Rest Breaks. Contractor Personnel will take rest breaks only at commercial facilities or designated City Facilities and not on the grounds of residences, City rights-of-way, or streets and roadways. Rest breaks include, but are not limited to, non-working time along the collection route for meals, for resting and for use of sanitary facilities.
- g. Hauling. All materials hauled by the Contractor shall be contained, tied, enclosed or otherwise sealed such that leaking, spilling or blowing of the collected refuse is prevented.
- h. Disposal. See "Definitions" section.

Performance and Inspection.

- 1) The City expects that all Solid Waste specified under the Contract will be properly removed and collected from the streets per pre-determined routes and properly transported to the designated site or facility for disposal.
- 2) Contractor agrees that its performance shall be subject to random, unannounced inspections at any and all times during the term of the Contract, by parties designated to do so by the Contract Administrator. The Contractor agrees to comply with all reasonable requests for improvements in service made by the representative of the City. City shall have the right to reject defective workmanship and services and to require their correction. Rejected workmanship and services shall be satisfactorily corrected without charge. If the Contractor fails to proceed to correct such defective workmanship or services, as hereinafter provided for, the City may proceed with such corrective work and all direct costs occasioned in the performance of such corrective work shall be withheld and deducted from any payments due the Contractor.
- 3) The City expects that any incident of refuse spilled or dumped by the Contractor on the streets, right-of-ways or other collection areas during the collection process will be removed at the time of the incident and the area of the incident will be left in a condition satisfactory to the City. The City will notify the Contractor about reported or sighted spill incidents and the Contractor will clean up the spill site within twenty-four (24) hours of the notification.
- 4) Conditions that adversely impact the ability of the Contractor to properly perform the collection process will be promptly reported by the Contractor to the Contract Administrator for consideration and resolution. This notification will occur at any time that the collection process deviates from the specified or agreed procedures, routes or schedules. This notification will include incidents of malfunctioning equipment, absentee Personnel and any other condition that will cause a delay in the collection route schedule or diminished performance.

Section 2 – Facilities

- a. The Contractor shall maintain an office equipped with a local telephone number and qualified Personnel as may be necessary to receive and respond to service requests, complaints and other inquiries and requests from the City between the hours of 8:00 a.m. and 5:00 p.m., Mondays through Fridays, excluding holidays.
- b. The Contractor shall maintain storage and maintenance facilities for all equipment in a

condition acceptable to the City insofar as zoning, traffic and nuisance considerations are concerned if such facilities are located in the City of Goodlettsville.

Section 3 – Communications

- a. Communications. If, during the term of the Contract, the Contractor makes significant City-approved changes in the collection methods, procedures or schedules, additional communications to residents will likely be required. The City and the Contractor will mutually agree to any required subsequent communications to residents.
- b. Forms of Communication.
 - 1) Flyers and/or mailers will be created and sent to each residential address. Website and email communication will also be coordinated with the City and utilized.
 - 2) At the start of service under the Contract, the Contractor will provide for the production and printing of a Solid Waste and Recycling informational brochure outlining the collection rules and procedures. Contractor will provide 10,000 copies of a four-color, up to an 11X17 size paper that is folded into a self-mailing flyer-type paper brochure.
 - 3) If unacceptable Solid Waste materials are not taken during the route collection process, the Contractor will leave behind a printed explanatory notice for the resident. The notice will be placed with or attached to any uncollected Garbage, Rubbish, Excess Trash, Recyclable Materials. Contractor's printed notice will include information about the types of Solid Waste materials not acceptable for collection.
- d. Communication Approvals. All advertisements, notices, pamphlets, brochures, or other communications that are provided by the Contractor to residents will be subject to final approval by the City. Contractor should allow fourteen (14) days for City approval.

Section 4 – Equipment Required by the CONTRACTOR.

- a. The Contractor shall provide an adequate number of vehicles for regular collection services. The number and type of specialized equipment and routes to be used by the Contractor to fulfill this Contract will be clearly described. The Contractor will submit to the City a list of all equipment to be used in the performance of services at least thirty (30) days prior to the start of services under the Contract. Thereafter, the list of equipment will be updated and provided to the City at least twice annually. The equipment list will include the vehicle type and model, the manufacturer, the year of manufacture, the vehicle identification number (VIN), and the identification number painted on the side of the vehicle.
- b. Compacting trucks with closed sides will be used to collect Garbage, Rubbish and Recyclable Materials so as to keep to a minimum the nuisance of odors and spilled trash during collection. Equipment must be leak-proof to prevent leakage of wet residue from the truck or other equipment body onto the streets, roads, or grounds. The Contractor is responsible for the cleaning and/or repair of any street, curb or gutter soiled or damaged from its negligence or faulty equipment not through normal wear and tear. Only truck bodies specifically

constructed by a recognized manufacturer of this type of specialized equipment for handling of Solid Waste will be acceptable. Sufficient collection equipment including back-up trucks shall be maintained and used by the Contractor to perform service in accordance with established collection route schedules. Any replacement or additional equipment required during peak collection periods to adhere to the collection schedule is the responsibility of the Contractor.

- c. All trucks and other mobile equipment used by the Contractor in the performance of services shall be painted a uniform color which provides for good visibility and shall be equipped with applicable warning lights. The name of the Contractor and a vehicle identification number shall be prominently displayed thereon. Contractor shall not use a firm name containing "City" or "Goodlettsville" or other words implying municipal ownership. Any truck being used to collect Recyclable Materials shall be clearly identified as a recycling vehicle. If a temporary vehicle is utilized for Recyclable Materials, a magnetic decal (at least 2-feet by 3-feet in size) will be affixed to both cab doors such that the vehicle is readily identified as collecting Solid Waste and/or Recyclable Materials.
- d. The Contractor shall maintain all trucks and other equipment used in connection with the services in good working condition and in a clean and sanitary condition at all times. Each vehicle used to collect and transport Garbage and Recyclable Materials shall be washed and cleaned on at least a weekly basis. Each piece of collection equipment shall be reasonably well painted at all times.
- e. All equipment used in the City to provide services under the Contract will be properly registered and will comply with all Federal (DOT), state (TDOT) and local rules and regulations. The City maintains the right to disallow the use of a piece of collection

equipment if a visual inspection of the equipment reveals unsafe mechanical defects, inoperable lighting or warning signals, or other mechanical conditions that would reasonably be considered unsafe for operation on the City streets and roadways.

- f. Each vehicle provided for the performance of services will be outfitted with additional equipment such as rakes, brooms, shovels or other small implements to pick up any refuse that is dropped or spilled by the Contractor during the collection process.
- g. All vehicles shall be equipped with some form of two-way communication.

Section 5 - Contractor's Personnel

- a. Valid Driver License. Employees driving Contractor's vehicles shall each at all times possess and carry a valid Commercial Driver License. The City may at any time, request to review a roster of the Contractor's Personnel and their commercial drivers' license.
- b. Uniform. Contractor's Personnel shall be required to wear clean clothing and the standard uniform of the Contractor bearing the name of the Contractor and employee.
- c. Hiring. The Contractor shall undertake to provide care and diligence in providing neat, orderly and courteous Personnel. The Contractor agrees to avoid employing employees who have documented records for not meeting this standard. The Contractor will abide by Department of Labor and all other Applicable Laws and regulations regarding the hiring of Personnel. The City encourages absorption of existing solid-waste municipal employees who will be required to abide by GFL Environmental pre-screening and hiring practices.
- d. Number of Personnel. In conjunction with providing the collection routes and schedules to the City, the Contractor shall supply a list of job descriptions and the number of Personnel (including full-time, part-time, temporary, and independent Contractors) that will be utilized to perform the collection services.
- e. New Employee Background Checks. Contractor will perform standard criminal background checks on all Personnel hired after the start date of the Contract who will be performing services under the Contract for the Contractor.
- f. Personnel Training. All Contractor Personnel providing Solid Waste collection services in the City shall be properly trained by Contractor on the collection procedures and the materials to be collected. It will be the Contractor's responsibility to prepare written training materials that support the collection procedures.
- g. Superintendent of the Contractor. The Contractor shall have a competent member of management, foreman or superintendent satisfactory to the City available at all times during the progress of the work with authority to act for it. This representative will maintain communication during hours of collection and have mobile phone capabilities for direct contact from the City.

Section 6 – Compliance with Applicable Laws and Regulations

The Contractor shall comply at all times with all applicable federal, state and local laws, Ordinances and regulations, including all public health and sanitary regulations in any manner affecting the provision of work pursuant to the Contract. The Contractor shall comply with all applicable Ordinances that have an effect on or regulate Garbage, Rubbish, Recyclable Materials, and disposal operations within the City. In the instance that any future City Ordinance may cause the Contractor to have increased basic costs, such increased cost shall be negotiated.

It will be the responsibility and obligation of the Contractor to comply in all respects with the applicable provisions of environmental protection laws regulating collection and disposal of refuse and landfill sites and of Public Act 596, 91st Congress (The Occupational Safety and Health Act of 1970), as amended, and the rules, regulations, and standards promulgated thereunder then in effect. The Contractor shall also furnish to the City confirmation in writing of compliance with the Public Law 101-336.

Section 7 – Rate of Progress and Reporting

- a. Requirement to Complete Work. Notwithstanding any other provisions in the Contract, the Contractor shall furnish sufficient forces and equipment to ensure the completion of the work in accordance with the approved schedules and its completion no later than the respective allowed times for completion as set forth in these Contract Documents.
- b. Reports. The Contractor will furnish no later than monthly, or as decided upon, various reports required by the City.

Appendix “B”

DEFINITIONS:

Whenever the following terms occur in the Contract Documents they shall have the meaning hereinafter given:

“Acceptable Waste” means any Solid Waste generated by a City residence or facility and collected for disposal by or on behalf of the City but specifically excludes any Unacceptable Waste as defined herein.

“Applicable Law” means any Permits, issued for or with respect to the collection and Disposal Site (or any component thereof) and/or issued for or with respect to the performance by a party of its obligations hereunder, and any statute, law, constitution, charter, Ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding authority, which in any case, shall be enacted, adopted, promulgated, issued or enforced by a governmental body, regulatory agency and/or court of competent jurisdiction that relates to or affects the City, the Contractor and/or the collection and Disposal Site (or any portion thereof), or the performance by a party of its obligations hereunder.

“ANSI” means the American National Standards Institute.

“Automated Collection” shall mean the collection of a Roll Cart by mechanical means, usually with a single-driver vehicle equipped with a side-loading arm to pick up and dump the Roll Cart.

“Bag” means plastic or paper sacks designed to store Solid Waste with sufficient wall strength to maintain physical integrity when lifted by the top, with the total weight (including contents) not to exceed 35 pounds.

“Brown Goods” means furniture, bulky items, and/or regular household items that do not fit within a garbage bag or the 96 gallon roll cart. Brown goods are not classified as “White Goods”.

“Building Materials” shall include building-type debris from the repair, remodeling or renovations to a home or appurtenances. This material includes wood and lumber, drywall, cabinets and similar household debris. This debris excludes concrete (dry mix or solid), dirt, sand, rocks or other similar base materials.

“Bulk Refuse” includes that refuse or trash, such as stoves, refrigerators, water tanks washing machines, furniture, mattresses or similar bulky waste material having a weight greater than fifty (50) pounds and a volume greater than forty-five (45) gallons.

“City Facilities” or “City Buildings” means any governmental or institutional establishment and all other buildings or premises owned, leased or otherwise controlled by the City.

“City Waste” means any and all Solid Waste and/or Recyclable Materials generated by City Facilities and specifically excludes Unacceptable Waste as defined herein.

“Commencement Date” means the date the Contractor begins performing Services pursuant to the Contract Documents.

“Commercial & Industrial Wastes” shall mean all such wastes distinctive to industrial, manufacturing or processing plants and shall not include Hazard Waste.

“Contract” means the completed Contract for Services that is executed by all parties.

“Contract Administrator” shall mean the City Administrator of Goodlettsville or their designated representative.

“Contract Documents” means the City of Goodlettsville “Request for Competitive Sealed Proposals” dated April 11, 2017, (the “RFCSP”) and may include, but not be limited to, the following:

Contract

RFCSP

Financial Proposal

Proposers Processes & Methods

Addenda Acknowledgement Form (If Needed)

Contractor Information & References

Drug & Alcohol Testing Acknowledge Statement

Title VI & Title IX Information – Voluntary

Insurance Requirements & Certifications

Payment & Performance Bonds

Contract Acknowledgement Form

Notice of Award

“Contractor” shall mean the Person who agrees pursuant to the terms and conditions of a Contract between such Person and the City to perform the Services on behalf of the City required by the Contract.

“Contractor’s Personnel” means any Person employed or utilized by the Contractor on a permanent, temporary, subcontractor, Contract or other basis, in the Contractor’s provision of the Services.

“Curbside” shall refer to that portion of the right-of-way adjacent to the curb, paved street, or traveled CITY roadway. Curbside also refers to the borders or edges of services alleys and parking areas that adjoin residences.

“Delivery Date” means the date the parties execute the Contract Documents.

“Disposal Site” means a State-approved Solid Waste management facility (i.e. transfer station, landfill, processing center, staging area etc.) approved for the disposal, transfer or processing of Acceptable and City Waste and/or Recyclable Materials collected pursuant to the Contract.

“Excess Trash” shall mean and include any combination of Rubbish not in containers, Bulk Refuse, and Building Materials and shall not include either Recyclable Materials or Yard Debris.

“Garbage” shall include every accumulation of both animal and vegetable matter that attends the preparation, use, cooking, or dealing in or storage of meat, fish, fowl, fruits, vegetables, or other form of foodstuffs.

“Hazardous Waste” means any chemical, compound, mixture, substance or article which may constitute a hazard to health or may cause damage to property by reason of being explosive, flammable, poisonous, corrosive, unstable, irritating, radioactive or otherwise harmful, including all substances that are listed as hazardous by the State of Tennessee and/or Federal guidelines.

“Household Hazardous Waste (HHW)” shall mean and include waste materials generated in the home or residence that are flammable, toxic, corrosive or reactive and are not acceptable in a waste disposal landfill. These items may include automotive or marine products such as batteries, oil, grease, antifreeze and gas; paint products such as oil based paints, thinners, stains and varnishes; lawn and garden products such as pesticides, fertilizers and herbicides; other miscellaneous materials such as pool chemicals, medicines, aerosols and compressed gases. These items are typically only accepted at an official HHW site for proper disposal. Other unacceptable items include but are not limited to ammunition, explosives, Medical Waste and radioactive materials.

“Infectious Medical Waste” means solid or Liquid Wastes, which may contain pathogens with sufficient virulence and quantity such that exposure to the waste by a susceptible host has been proven to result in an infectious disease. Such waste may include, but is not limited to, cultures and stocks of infectious agents; blood and blood products; pathological wastes; contaminated carcasses, body parts and bedding of animals exposed to pathogens or medical research; all discarded sharps (e.g. hypodermic needles, syringes, Pasteur pipettes, broken glass and scalpel blades); and, other wastes determined infectious by the State Department of Health.

“Liquid Waste” means any waste material that is determined to contain “free liquids” as defined by Method 9095 (Paint Filter Liquids Test) as described in “Test Methods for Evaluating Solid Wastes. Physical/Chemical Methods” (EPA publication number SW-846).

“Medical Waiver Residential Unit” or “Exemption Route Request” means those Residential Units which the City has determined in its sole discretion are qualified to have Services provided at its backdoor. A Medical Waiver Residential Unit or residential unit on the City's current “Exemption Route” shall receive the same Garbage and recycling service at its backdoor as any other Residential Unit receives as a Documents service. The Contractor shall provide this service to all Medical Waiver Residential Units or Exemption Route Requests as determined by the City.

“Medical Waste” means all waste generated in direct patient care or in diagnostic or research areas that is non-infectious but aesthetically repugnant if found in the environment.

“Ordinance” shall mean the Code of Ordinances for the City of Goodlettsville.

“Person” shall mean every natural Person, firm, partnership, association, corporation or Solid Waste authority whether public or private.

“Personnel” (see Contractor's Personnel)

“Public Facilities” shall mean the City address locations specified by the CITY as serving the public and requiring the collection of Garbage, Rubbish and/or Recyclable Materials.

“Recyclable Materials” shall mean those waste items specified by the CITY for separate collection and transport to a specified recycling facility.

“Recyclable Materials Container” means the container for use by residents for the storage and collection of Recyclable Materials. Such container shall have a minimum capacity of ninety-five (95) gallons and be made with durable, high-density polyethylene (HDPE) resin. Such containers shall be in a color, as directed by the City. The City will not be charged for any

repairs or replacement for any bin during the life of the warranty. Each Recyclable Materials Container shall include a serial number and provided to the City.

“Residential Unit” means a single-family dwelling and townhouse/condominium dwelling within the incorporated limits of the City. Each single-family dwelling unit within any such townhouse/condominium development shall be billed as a separate unit. A Residential Unit shall be deemed occupied and counted as a billed unit as provided for herein when water and sewer services are being supplied thereto. Any occupied multi-family residential complex including townhouses, condominiums, or apartments currently utilizing a commercial waste hauler shall be treated as a commercial unit unless specifically agreed to by the City.

“Roll Cart” or “Cart” For all Services rendered under this Contract all Roll Carts shall be supplied, delivered and maintained in proper working condition by the City. The City shall promptly replace any Cart not in proper working condition. The Roll Carts shall be designed to be emptied by both semi-automated and fully-Automated Collection systems.

The body of the Roll Cart shall be composed of polyethylene resin from a nationally recognized brand supplier. Contractor or Roll Cart manufacturer shall maintain, on file, certification by the resin Contractor that the resin supplied and used for construction of the Roll Carts meets published physical properties for each lot of resin purchased.

The Roll Cart and its component parts, shall meet all testing standards as set forth by ANSI including Waste Container Safety Requirements, Product Safety Signs and Label Requirements and Waste Container Compatibility Dimensions. Proposer must submit certified copies of all ANSI test results with its Proposal.

Each Roll Cart shall include a serial number for the purpose of Roll Cart tracking and identification. Each Roll Cart shall be provided with a lid that continuously overlaps and comes in contact with the Roll Cart body that prevents the intrusion of rainwater, rodents, birds, and flies.

“Rubbish” includes all non-Garbage household Solid Waste such as paper, cardboard, glass, plastic, crockery, excelsior, cloth, and similar non-recyclable materials.

“Semi-automated Collection” shall mean a collection system that includes mechanical equipment, such as a flipper, to assist the collection worker with the pick-up and dumping of the Roll Cart.

“Solid Waste” shall mean all types of refuse and waste expected to be collected and transported under the terms of the Contract Documents.

“Standard Residential Container” means a Bag or a water and leak resistant plastic or metal container with handles or bales (strengthened for lifting) and having a tight fitting cover to prevent entry by rodents or vermin.. The container must be placed at the location designated by

the City in order to be emptied by the Contractor. It shall be the responsibility of the resident for washing and cleaning their container(s).

“TDEC” means the State of Tennessee Department of Environment and Conservation.

“Unacceptable Waste” means such Hazardous, Infectious, Liquid, Medical Waste, motor oil, batteries, gasoline, paint, rubber tires or other solid or Liquid Waste specifically prohibited for disposal at a State Approved Disposal Facility by TDEC or any other regulatory agency having jurisdiction over such landfill, in accordance with Applicable Law.

“White Goods” means large household appliances.

“Yard Debris” may include those items such as grass clippings, shrubbery, tree trimmings, limbs, tree trunks, tree stumps, bagged leaves, and other similar vegetative material.

Terms Generally: Whenever the context may require, any pronoun which is used in the Contract Documents shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise specifically noted, the words “include” “includes”, and “including” as used herein shall be deemed to be followed by the phrase “without limitation”.

APPENDIX C
CITY OF GOODLETTSVILLE
DRUG AND ALCOHOL TESTING POLICY

All City of Goodlettsville employees are subject to drug and alcohol testing. Employees in safety-sensitive positions, including, without limitation, police, fire and those who hold a commercial driver's license, are subject to pre-employment, reasonable suspicion, post-accident, and random drug and alcohol testing. All Contractors are required to submit an affidavit, attached hereto, that attests that such Contractor operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City of Goodlettsville. Contractors are hereby notified pursuant to Public Chapter 693 of the Public Acts of 2002 (codified as T.C.A. Section 50-9-114) that employers shall have seven (7) calendar days from the date that the successful Contractor and the City of Goodlettsville enter into the Contract to file suit in the Davidson County Chancery Court to contest the Contract issued to the successful Contractor on the grounds that it violates said Public Chapter due to the fact that the successful Contractor did not comply with said Public Chapter. Employers that do not contest the Contract within said seven (7) calendar days by filing suit in Davidson County Court shall waive their rights to challenge the Contract for violation of the provisions of Public Chapter 693.



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> Resolution 23-1120 A resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee opposing partisan municipal elections. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 23-1120 Dept. of Origin: Administration For Agenda of: March 9, 2023 Originator: Tim Ellis Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Resolution 23-1120

SUMMARY STATEMENT:

A resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee opposing partisan municipal elections.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Resolution 23-1120.

RESOLUTION 23-1120

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE OPPOSING PARTISAN MUNICIPAL ELECTIONS.

WHEREAS, since its incorporation the citizens of the City of Goodlettsville have elected its Board of Commissioners (“Board”) through nonpartisan elections; and

WHEREAS, the Board finds that the nonpartisan elections have been the source of the city’s harmony, growth, and prosperity since the city’s inception, all of which being a benefit to the comfort, joy and well-being of its citizens; and

WHEREAS, the Board finds that for the continued harmony, growth, and prosperity of the city’s citizens the only prerequisite for public office should be that which is currently set forth in Title 6, Chapter 20, Section 103 of the Charter of the City of Goodlettsville (“Charter”) which is having been “a qualified voter of the city shall be eligible for election to the office of commissioner”; and

WHEREAS, the qualifications as set forth in the Charter have produced many notable and highly qualified leaders of the city and the Board finds that partisanship will stifle the teamwork and collaboration of the Board which has contributed to the city’s continued harmony, growth, and prosperity; and

WHEREAS, how the election for the Board is conducted must not be determined by a county primary board; and

WHEREAS, the Board furthermore finds that any prerequisite to election to the Board beyond that which is currently set forth in the Charter would bring about dissention or acrimony amongst the Board resulting in an impediment to the continued harmony, growth and prosperity to the city and its citizens.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF GOODLETTSVILLE BOARD OF COMMISSIONERS AS FOLLOWS:

SECTION I. That the Board Commissioners adamantly opposes partisan elections for the city office, particularly as contemplated by proposed legislation pending before the general assembly and being more particularly described as House Bill 262/Senate Bill 405 and House Bill 561/Senate Bill 1512.

SECTION II. That the Board finds its opposition to partisan municipal elections is for the benefit of the continued harmony, growth and prosperity of the city and its citizens.

SECTION III. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

Date adopted: March 9, 2023

Mayor Rusty Tinnin

Attest

City Recorder

Approved as to form and legality

City Attorney



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: RESOLUTION 23-1123</u> A RESOLUTION TO AUTHORIZE THE EXECUTION OF A CONTRACT BETWEEN THE CITY OF GOODLETTSVILLE, TENNESSEE AND GEOSTABILIZATION INTERNATIONAL, INCORPORATED, FOR PROVIDING STORMWATER MITIGATION SERVICES <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 23-1123 Dept. of Origin: Public Works For Agenda of: March 9, 2023 Originator: Jeff McCormick Cost of Item: \$450,000.00 Stormwater Fund
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AGENDA ITEM ATTACHMENTS:

Resolution 23-1123
Exhibit I – Submittal

SUMMARY STATEMENT:

A RESOLUTION TO AUTHORIZE THE EXECUTION OF A CONTRACT BETWEEN THE CITY OF
GOODLETTSVILLE, TENNESSEE AND GEOSTABILIZATION INTERNATIONAL, INCORPORATED, FOR
PROVIDING STORMWATER MITIGATION SERVICES

FINANCIAL SUMMARY:

\$450,000.00 Stormwater Fund

RECOMMENDED ACTION:

Staff recommends approval of Resolution 23-1123

RESOLUTION 23-1123

A RESOLUTION TO AUTHORIZE THE EXECUTION OF A CONTRACT BETWEEN THE CITY OF GOODLETTSVILLE, TENNESSEE AND GEOSTABILIZATION INTERNATIONAL, INCORPORATED, FOR PROVIDING STORMWATER MITIGATION SERVICES.

WHEREAS, the City of Goodlettsville has had a long-term stormwater issue as it relates to drainage and bank stabilization at a location near Marshall Greene Circle; and

WHEREAS, the City of Goodlettsville recently accepted Requests for Bids for services that would mitigate the persistent stormwater issues at said location; and,

WHEREAS, GeoStabilization International has been determined to be the lowest bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE MEETING IN REGULAR SESSION THIS THE 9TH DAY OF MARCH, 2023, THAT THE CITY MANAGER IS AUTHORIZED TO EXECUTE A CONTRACT WITH GEOSTABILIZATION INTERNATIONAL, INCORPORATED, FOR STORMWATER MITIGATION AND REPAIRS IN THE AMOUNT OF \$450,000.00.

THIS RESOLUTION IS EFFECTIVE UPON ADOPTION, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE REQUIRING IT.

MAYOR RUSTY TINNIN

Adopted: 9TH day of March, 2023
(Date)

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

PROJECT OVERVIEW

GSI understands that the City of Goodlettsville (Owner) is remediating a landslide at 118 and 115 Marshall Greene Cir, Goodlettsville, TN 37072. The repair is intended to be situated between a 10 ft utilities and drainage easement as shown on the plans. From our review of the project documents, GSI understands the project consists of all the work required for the preparation of engineering documents and construction of one pier wall including grading, drainage, paving, and all other specifications as shown on the plans or as specified by the Client, including all labor, materials, equipment, and supervision. GSI is providing a value engineered option as an alternative to the originally proposed pier wall design which meets a Factor of Safety of 1.5 (Figure 2).

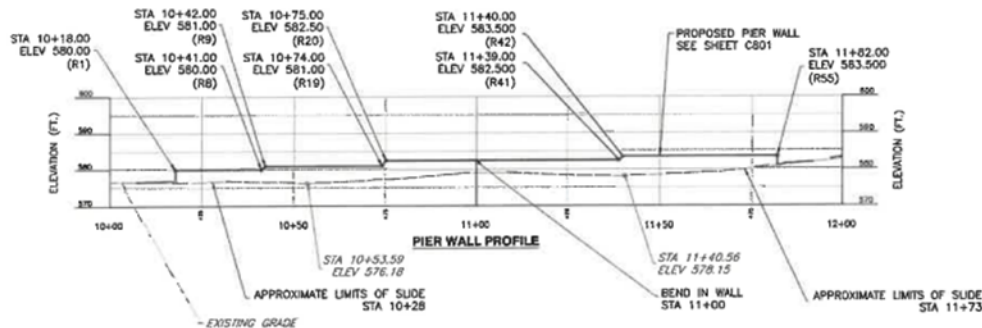


Figure 2 – Proposed repair profile

GSI's VALUE ENGINEERING OPTION

GSI will install a 164 ft permanent retaining wall composed of geosynthetically confined soil (GCS) which will remain within the same geometry as the proposed repair (Figure 3). The GCS wall includes a micropile cap with a front row of vertical micropiles up to 10 ft deep and a secondary row of battered micropiles up to 13 ft deep (Figure 4). A typical underdrain will be installed behind the micropile cap. The GCS wall consists of concrete retaining wall blocks as the exterior facing and is backfilled with layers of woven geosynthetic fabric and compacted stone. The stone used is clean, durable, aggregate meeting the criteria of AASHTO No. 57 materials, therefore provides drainage behind the concrete blocks that will be captured by the underdrain. The area behind the GCS wall stone will be backfilled with structural fill to the desired geometry for the Flexamat ditch is reached. GSI will install the Flexamat ditch per the bid drawings. Once the site is restored and construction ingress/egress is removed, any damage to the property owner's driveway will be repaired.

If the Client accepts this VE option, GSI will submit a final design package sealed by a Professional Engineer Registered in the state of Tennessee for review and approval.

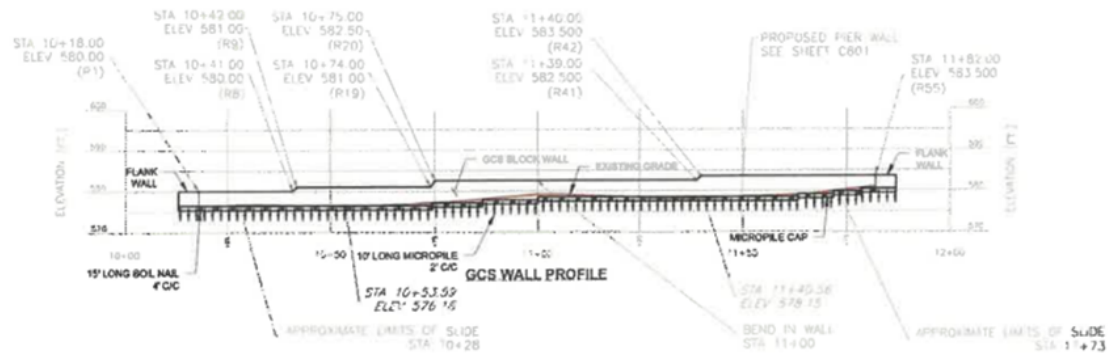


Figure 3 – GSI's VE repair profile

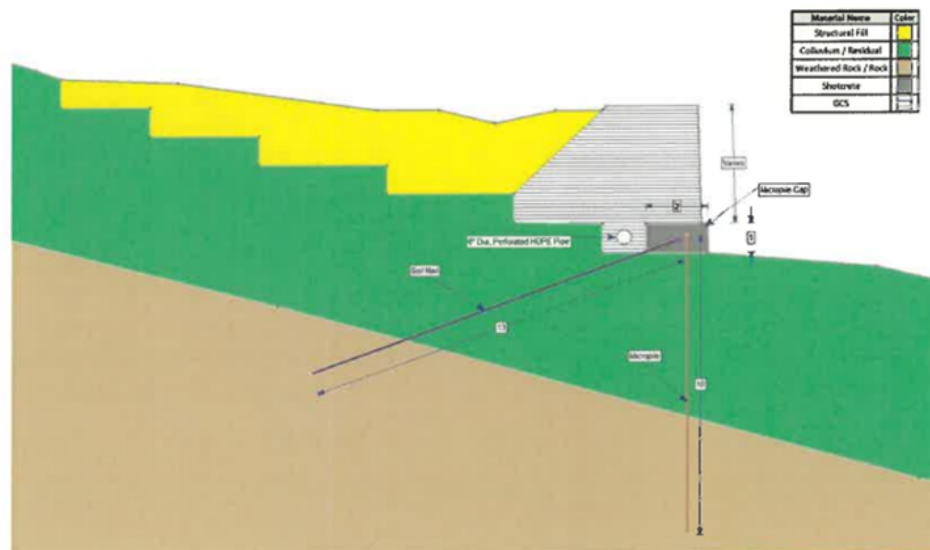


Figure 4 – Cross-section of VE design

**PRICING**

GSI proposes to perform the work described herein based on the prices listed below. The prices included are based and expressly conditioned on continuous unobstructed work beginning the day GSI mobilizes to the site. Should the work not proceed as continuous unobstructed work, the price to perform the work may likely increase.

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Site Layout and Preparation	1	LS	\$9,000.00	\$9,000.00
2	Earthwork	1	LS	\$15,200.00	\$15,200.00
3	GCS Wall (Concrete Piers)	1	LS	\$380,000.00	\$380,000.00
4	Sub-drainage	1	LS	\$7,000.00	\$7,000.00
5	Revegetation	1	LS	\$3,000.00	\$3,000.00
6	Flexamat Standard	2,800	SF	\$6.00	\$16,800.00
7	Construction Exit	1	EA	\$10,000.00	\$10,000.00
8	Filter Sock	500	LF	\$5.00	\$2,500.00
9	Sediment Filter Bag	1	EA	\$500.00	\$500.00
10	Concrete Driveway Repair	300	SF	\$20.00	\$6,000.00
				Total Price:	\$450,000.00

Validity and Schedule Changes

1. The pricing, scope of supply, and terms in this proposal are valid for 14 days
2. GSI reserves the right to validate, and if necessary, adjust pricing if more than 30 days pass between order receipt and the project start date unless otherwise agreed upon in writing
3. If Owner reschedules a project within 2 weeks of the agreed-upon start date, GSI may charge a fee of 10% to offset resource reallocation costs

HOURS/SCHEDULE

The project's duration is estimated to be 4 to 5 weeks. All work is based on a work schedule of Monday through Friday, 9 hours per day as weather and daylight permits. Saturday work can be arranged upon request. GSI can mobilize to the site within a mutually negotiated timeframe from GSI receiving an executed contract, approved submittals, and a written notice to proceed.

Sincerely,

GEOSTABILIZATION INTERNATIONAL

Sara Magallón, M.S.
Associate Project Development Engineer
sara.magallon@gsi.us | 928.221.4343

Scott Embry, M.S., P.E.
Project Development Engineer
scott.embry@gsi.us | 615.556.2308



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville, Tennessee**

SUBJECT TITLE: RESOLUTION 23-1124

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE ADOPTING THE CITY OF GOODLETTSVILLE PURCHASING POLICY AND PROCEDURES.

PRESENTD BY: Tim Ellis, City Manager

Julie High, Asst City Manager

Agenda Item: Resolution 23-1124

Dept. of Origin: Finance

For Agenda of: March 9, 2023

Originator: Tim Ellis

Cost of Item: N/A

AGENDA ITEM ATTACHMENTS:

Resolution 23-1124

Exhibit I Purchasing Policy and Procedures

SUMMARY STATEMENT:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE ADOPTING THE CITY OF GOODLETTSVILLE PURCHASING POLICY AND PROCEDURES.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Resolution 23-1124

Resolution NO. 23-1124

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE ADOPTING THE CITY OF GOODLETTSVILLE PURCHASING POLICY AND PROCEDURES.

WHEREAS, the City of Goodlettsville strives to have sound and practical financial policies; and,

WHEREAS, there is currently a need to update the existing purchasing policy which will further strengthen its guidance in use; and,

WHEREAS, the City of Goodlettsville Board of Commission desires to adopt and implement a new Purchasing Policy and Procedures.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE:

SECTION 1. That the Board of Commissioners adopts and approves the City of Goodlettsville Purchasing Policy and Procedures as attached hereto as Exhibit I.

SECTION 2. If any section, clause, provision, or portion of this Resolution is for any reason declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of this Resolution which is not itself invalid or unconstitutional.

SECTION 3. In case of conflict between this Resolution or any part thereof and the whole or part of any existing or future Resolution of the City of Goodlettsville, the most restrictive shall in all cases apply.

SECTION 4. That this resolution shall take effect on July 1, 2023, the welfare of The City of Goodlettsville requiring it.

Date adopted: March 9, 2023

Mayor Rusty Tinnin

Attest

City Recorder

Approved as to form and legality

City Attorney

**CITY OF
GOODLETTSVILLE
PURCHASING POLICY**
EFFECTIVE JULY 1, 2023

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Foreword

The purchasing policy and procedure manual for the City of Goodlettsville has been developed to serve as a guide to procuring goods and services used by City Departments. The policies are designed to reflect applicable federal and state laws as well as local ordinances. The Board of Commissioners is responsible for the establishment of the purchasing policy.

The procedures included herein are provided to further clarify the purchasing policy of the City. Procedures should provide guidance to departments regarding purchasing and have been designed to promote efficiencies and accountability within the purchasing process.

This manual is effective July 1, 2023 upon approval by Board of Commissioners and supersedes all previously issued policies, procedures, manuals, instructions or directives.

SECTION 1: INTRODUCTION

Role (1.01)

The role of the purchasing department is to support and enhance the mission of the City of Goodlettsville, which is to deliver excellent municipal services in a financially responsible manner. Sound purchasing policies and procedures based upon laws and high ethical standards promote public confidence and trust in government.

Purpose (1.02)

The manual sets forth the purchasing policies as established by the Board of Commissioners through ordinance. The 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.

The manual and purchasing policy:

- Defines the legal authority of the procurement function within the organization

- Simplifies, clarifies, and reflects the laws governing procurement
- Enables uniform procurement policies throughout the organization.
- Helps to build public confidence in public procurement.
- Further ensures the fair and equitable treatment of everyone who deals with the procurement system.
- Provides for increased efficiency, economy, and flexibility in public procurement activities and maximizes to the fullest extent the purchasing power of the entity.
- Fosters effective broad-based competition from all segments of the supplier community.
- Safeguards the integrity of the procurement system and protects against corruption, waste, fraud, and abuse.
- Ensures appropriate public access to contracting information.
- Fosters equal employment opportunities that are in line with legal requirements, in the policies and practices of suppliers and subcontractors wishing to do business with the entity.

The City of Goodlettsville 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.
- Market analysis, assuring purchases when market conditions are favorable.
- Monitoring of payments to be consistent with terms and conditions of purchase orders and contracts.
- Establishment and maintenance of business relationships with vendors.

General Policies (1.03)

1. All elected and appointed officials of the City who participate in the solicitation and approval of purchases and contracts are personally responsible for becoming familiar with and abiding by all applicable State of

- Tennessee Statutes, City of Goodlettsville Ordinances, and purchasing policies and procedures in this manual, governing 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. The City Manager is designated purchasing agent for the City per City Charter 6-19-104
 4. To assist in the performance of these duties, the City Manager 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 Purchasing Agent's responsibility with concurrence of the City Manager to develop and maintain a purchasing manual consistent with the City Purchasing Policy which shall provide for rules, regulations, and procedures for the internal management and purchasing function within the City.
 6. The Purchasing Agent shall supervise the procurement of all supplies, services, or other items as needed by the City.
 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.
 9. 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.
 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.
14. Officials and employees shall not become obligated to any vendor and must not conclude any City transaction from which they may personally benefit.

SECTION 2: DUTIES & RESPONSIBILITIES

Purchasing Agent (2.01)

Per T.C.A. 6-21-108, one of the powers and duties of the city manager is to act as purchasing agent for the City and purchase all material, supplies and equipment for the proper conduct of the City's business. The City Manager may delegate the duty to make purchases to any subordinate appointed by him. The City Manager delegates that duty to the "Purchasing Agent". The Purchasing Agent works under the direction and control of the Chief Financial Officer, herein referred to as 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.

Function (2.02)

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. Assists with or prepares all specifications for formal bids.
6. Provide administration for the City Procurement(Purchasing) Card program.
7. Ensure all purchases are made as per Federal and State laws and City policy.
8. Resolve, monitor and negotiate contract disputes regarding contract compliance.
9. Request and/or assist with audit of departments for compliance of City purchasing policy.
10. Procure for the City all tax exemptions to which it is entitled
11. 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 Manager

12. Delegate purchasing authority to departments in accordance with applicable rules and regulations as set out in the purchasing manual.
13. Approve or reject purchases made by various departments consistent with purchasing manual rules and regulations.
14. Provide contract administration.
15. Prescribe and maintain such forms reasonably necessary to the operation of this article

Objectives (2.03)

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 write manuals, provide training, and be a source of information to all departments in meeting their purchasing needs.
5. To maintain good vendor relations.
6. To inform department staffs of market changes, new products and other such factors.
7. To assist with the understanding of sound purchasing policy and procedures throughout all departments of the City.
8. To exchange ideas and information with other public purchasing agencies in an effort to solve common problems.
9. To develop standardized specifications for use by all departments, improve the purchasing practices, and apply them when feasible.
10. To understand legal procurement laws and ensure purchasing personnel comply.

Relations with City Departments (2.04)

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

Requesting Department's Responsibilities (2.05)

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 and Purchasing Card manuals and help ensure 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 planning to maximize efficiency in the City procurement process
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 for public improvement projects
11. Prepare standards and written specifications for goods, services, professional services and public improvement projects as may be used by the department. Review and approve all request for proposals and request for qualifications for professional and other services within the scope of the Director's authority.
12. Be bound by all purchasing principles, policies and ethical standards as set forth within this manual.

Finance Director (2.06)

The Director of Finance, under the direction and control of the City Manager 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.

Disciplinary Action for Violations (2.07)

When a Purchasing Policy, Manual or Ordinance violation is discovered, the

Purchasing Agent will investigate the surrounding circumstances and provide findings to the Finance Director, Department Head, and Department Liaison. Continuous violations of the established Purchasing Policies, Procedures and Ordinance may result in disciplinary consequences ranging from the revocation of purchasing authority or financial software use to a recommendation for more severe action to be determined by the City Manager. Continuous violations of the Purchasing Policy, Manual or Ordinance 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 City Manager of any violations of the Purchasing Policy, Manual or Ordinance wherein disciplinary action may be warranted.

SECTION 3: 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 Manager, as authorized by the Board of Commissioners, has delegated to the Purchasing Agent the authority to procure materials and services for the City of Goodlettsville that are within the guidelines set forth by the Board of Commissioners.

Purchasing Categories (3.01)

- 1) The purchase process is controlled by two components:
 - a) Established policy dollar amount.
 - b) Approving authority.
- 2) 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 Director, Purchasing Manager, City Manager, or BOC*). Purchase approval applies to all Financial Services forms including Purchase Requisitions, Check Requests, and Purchasing Cards.
- 3) Purchases made with federal funds have specific purchasing thresholds which are different from those presented below. See 9.01
- 4) Purchases less than \$100 **DO NOT** require a purchase requisition/purchase order.

Purchasing Thresholds are as follows:

- a) Category 1 – Purchases \$0.01-\$100.00-DO NOT require a Purchase requisition/Purchase Order.

Quote Requirement-informal cost comparisons are recommended.

- b) Category 2 - Purchases of \$100.01 to \$500.00

Types of Purchase: Procurement Card or Purchase Order

Quote Requirement: Telephone, Internet, or in-person quotation suggested.

Approval: Department Head, Purchasing Agent

Purchase Requisition and Purchase Order – **required.**

- c) Category 3 - Purchases of \$500.01 to \$1,000.00

Types of Purchase: Procurement Card, or Purchase Order.

Quote Requirement: 3 Verbal (telephone, fax, internet, or in-person) quotation **required.**

Approval: Department Head, and Purchasing Agent.

Purchase Requisition and Purchase Order – **required.**

- d) Category 4 - Purchases of \$1,000.01 to \$4,000.00

Types of Purchase: Procurement Card, or Purchase Order.

Quote Requirement: Verbal (telephone, fax, internet, or in-person) quotation **required.**

Approval: Department Head, Purchasing Agent, and City Manager

Purchase Requisition and Purchase Order – **required.**

- e) Category 5 – Purchases of \$4,000.01 to \$25,000.00

Types of Purchase: Procurement Card (*for designated employees with sufficient credit limit only*) or Purchase Order.

Quote Requirement: Minimum of three (3) written, formal quotes shall be obtained by the using department or division.

Approval: Department Head, Purchasing Agent, and City Mgr.

Purchase Requisition and Purchase Order – **required**.

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.

f) Category 6 – Purchases greater than \$25,000.00

Types of Purchase: Purchase Order.

Bid Requirement: Formal bid solicitation utilizing one of the authorized solicitation methods.

Approval: BOC or City Manager,

Purchases over \$25,000.00 must be approved and awarded by BOC. An analysis of all bids or proposals received and recommendation for award is required. The Department Head will be responsible for preparing the formal analysis and recommendation. The formal analysis and recommendation will be given to the City Manager who will then prepare an Agenda Item for the BOC.

Purchases of items over \$25,000.00 included in the fiscal year budget capital items are considered approved by the BOC upon approval of the fiscal year budget. No other BOC approval will be required.

Note: Purchasing Agent reserves the right to process Category 6 acquisitions as a formal bid or proposal (rather than as a formal quote) when it best serves the needs of the City. BOC award or approval takes place only during regular Board meetings on the second Thursday evenings of each month (unless otherwise cancelled). It is essential that the Agenda Item recommendations be processed and submitted on a timely basis to avoid unnecessary delays.

g) Category 7 – Emergency Purchases

Types of Purchase: Procurement Card, or Purchase Order

Quote Requirement: Telephone, fax, Internet, or in-person quotation suggested. Written justification may be required after the event.
Approval: City Manager and ratification by BOC if Category 4 limits are Applicable
Purchase Requisition and Purchase Order – **required**

Unauthorized Purchases (3.02)

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 auction or through the sealed bid procedures of the City. This includes new and used equipment, materials, or supplies.

No employee may use the purchase power or tax exempt status of the City of Goodlettsville to make private purchases; in addition, employees should not have private purchases sent to the City C.O.D. to be paid for by the employee.

Prohibition against Subdivision (3.03)

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.

Tax Exempt Status (3.04)

The City of Goodlettsville 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.

SECTION 4: PURCHASING METHODS

Procurement Card (4.01)

A Procurement Card (Purchasing 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 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, internet, mail, or in person. All P-card purchases require approval by submitting a "Purchasing Card Request Form" and follow the provisions and procedures prescribed in this Policy. The P-card program is administered by the Purchasing Agent.

The City Manager, Finance Director, Assistant Finance Director 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 1-3 purchases. Category 4-6 purchases made by P-card requires approval of the Finance Director and City Manager and City Manager. A P-card Request Form must be completed for any Category 2 or 3 purchase prior to the purchase.

Purchase Requisition (4.02)

A Purchase Requisition (PR) is a form requesting permission to purchase goods or services. Once the PR is executed by the requesting department, and the appropriate approvals are made, the PR becomes a Purchase Order (PO). PRs are only requests for Purchase Orders to be issued. Reference Section 5.01. A Purchase Requisition/Purchase Order is required for all purchases over \$100.

Purchases \$100.00 and under may be made without a Purchase Requisition/Purchase Order.

Purchase Order and Blanket Purchase Order (4.03)

A Standard Purchase Order (PO) or Blanket Purchase Order (BPO) is an agreement between to 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 acceptance and approval of a purchase requisition. Purchase orders encumber department funds. A PO is the result of an authorized and approved PR. Reference Section 5 of this manual.

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

Emergency Purchase (4.04)

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, safety or 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 5.03. The City Manager shall be notified and approve all emergency purchases.

Internet Purchase (4.05)

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.

There are to be NO internet purchases without prior approval (i.e. Purchasing Card Request Form).

Price Quotes (4.06)

With the exceptions of purchases exempt from competitive bids, as detailed in Section 6.08, all purchases \$500.01-\$24,999.99 (Categories 3 thru 5) require the opportunity for competition be given by solicitation of competent vendors. Verbal quotes may be obtained for purchases \$500.01-\$4,000 (Category 3 and 4). Verbal quotes should be documented when preparing the Purchase Requisition/Purchase Order. Competitive written quotations are to be obtained by the requisitioning department for purchases \$4,000.01-\$24,999.99 (Category 5). A minimum of three (3) written 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 listing of each competitive quotation should be documented on the Purchase Requisition/Purchase Order. A copy of each competitive quotation and the specification upon which quotes were solicited should be attached to the Purchase Order when presented to the Purchasing Agent.

Formal Quotes (4.07)

With the exceptions of purchases exempt from competitive bids, as detailed in Section 6.08, all purchases \$25,000.00 and greater (Category 6) require the opportunity for competition, through formal quote solicitation conducted or supervised by the Purchasing Agent.

Sealed Bid (ITB) (4.08)

This most preferred formal bid method for purchasing goods and/or supplies that are \$25,000.00 or more, is with a sealed bid. Sealed bids are used when specifications are clear and pricing is the main focus. Reference Section 6.01 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.

Competitive Sealed Proposals (4.09)

Purchases may be made using competitive sealed proposals rather than competitive sealed bids when the Board of Commissioners determines that competitive sealed bidding is either not practicable or not advantageous to the City. T.C.A 12-3-1207

Restrictions and Requirements:

Purchases using competitive sealed proposals may be made only in instances when qualifications, experience, and competence are more important than price.

These purchases may be made only when there is either:

- A) More than one solution to a purchasing issue and the competitive sealed proposals will assist in choosing the best solution, or
- B) No readily identifiable solution to a purchasing issue and competitive sealed proposals will assist in identifying one of more solutions.

The Board of Commissioners must approve this method of purchasing for the specific product(s) or service(s) by resolution, prior to advertising for such.

After finalists' ranking, the Purchasing Agent, Project Manager, 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.

Professional Services (4.10)

Contracts for professional services are exempt from competitive bidding. Professional services and the process for procurement are described in Section 6.04

State Contracts, Other Government Agency Contracts, and Purchasing Cooperatives (4.11)

State, Government Agency, and certain Purchasing Cooperatives 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.

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.
- 2) Contracts from other Political Entities. Provide the following:
 - a. Complete copy of the original solicitation.
 - b. Tabulation of all solicitation responses, if available
 - 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 Commissioners by resolution prior to making any purchase. See TCA 12-3-1205.

Sole Source/Sole Provider Purchase (4.12)

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. 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 from the manufacturer proving sole source status.

Bulk Fuel Purchases (4.13)

Bulk Fuel Purchases are excluded from the sealed bid process and may be purchased with 3 verbal quotes.

Vehicle Repairs (4.14)

Vehicle repairs, in general, will be exempt from formal bidding and quoting. Vehicle repairs will require a purchase requisition prior to any work on the vehicle. If possible, a trained mechanic, either on staff or independent, should be consulted. Recommendation should be made to the appropriate Department head, Purchasing Agent and City Manager as to the most beneficial method of repair

SECTION 5: PURCHASE REQUISITIONS / ORDERS

Purchase Requisition/Order (5.01)

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 Prepared - 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 Director.

3.A Purchase Requisition may be rejected 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

4. Once review and authorizations are completed, the Purchase Requisition becomes a Purchase Order and the funds are encumbered. The requesting department shall then be responsible for placing the order and forwarding a copy of the purchase order to the vendor as may be required.

Blanket Purchase Order (5.02)

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. The BPO process follows the same approval guidelines and thresholds as a standard PO, unless

- Pricing is based on written quote, bid or contract pricing from the City of Goodlettsville 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 \$4,000, other than the above, requires, at a minimum, three (3) written quotes. Such a purchase should then be processed as Section 5 - Page 5 a Standard Purchase Order instead.

d. A Blanket Purchase Requisition equal to or exceeding \$25,000 requires Board of Commissioners approval. The issuance of a Blanket Purchase Requisition subsequent to an approved or awarded contract does not require additional approval; however, the blanket terms must be in accordance with the terms of the pre-approved or pre-awarded contract.

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

4. Routing of Blanket Purchase Order - The Blanket Order shall be printed/ disbursed in the same manner as a standard purchase order.

5. 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. 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.

Emergency Purchase Order (5.03)

Emergency purchases are allowable when certified by a Department Director to the City Manager, 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.

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, clearly identified as an "Emergency PO", 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 Director.
- A Department Head often makes true emergency purchases on weekends, holidays, or after hours. The Director 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 Manager.

b. Documentation explaining the circumstances and nature of the emergency purchase shall be submitted by the appropriate Department Director as follows:

- Emergency purchases between \$4,000.00 and \$25,000 (Category 4) should be processed as Purchase Requisition, referencing “Emergency” in the body of the PR and providing complete backup documents, and any obtained quotations. The City Manager 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 Manager must request Board of Commissioners approval.
- 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 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.

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

Purchase Order Exceptions (5.04)

1. PO Exceptions - In accordance with the Purchasing Ordinance, the provisions of this policy do not apply to the following instances or procurements:

- a. Utilities including gas, electric, water, sewer and landline and wireless phone services. Type 1 exceptions may only be paid after the Finance Director or Purchasing agent 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. Type 2 exceptions may only be paid out according to the State Comptroller's Confidential Drug Funds Manual.

Receiving, Inspection, and Testing (5.05)

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.”

2. Testing - Testing of certain materials and supplies is occasionally necessary. The using department (and the Purchasing Division 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.

Processing for Payment (5.06)

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 the Purchasing Agent in the Finance Department.

SECTION 6: BIDS / PROPOSALS & CONTRACTS

With the exceptions of purchases exempt from competitive bids or proposals, as detailed in Section 6.09, all purchases that exceed \$25,000 (Category 6) require the opportunity for competition be given by formal bid or proposal solicitation from vendors.

If a purchase is grant funded, the City will default to the bid requirements of the state or federal authority awarding the grant. (See Section 9)

Formal (Sealed) Bids [ITB] (6.01)

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 one-time 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 recommended for all purchases that exceed \$25,000. Potential suppliers may be located by using the following resources:

- a. City of Goodlettsville vendor/bidder database
- b. State purchasing contracts
- c. Product catalogs
- d. Purchasing records
- e. Thomas Register
- f. Department Director recommendation
- g. Trade journals
- h. Salesperson
- i. Internet

3. Advertisement of Bids - Adequate public notice of the Invitation for Bid shall be given. The following are acceptable ways to advertise a bid. The Purchasing Agent will decide which method(s) are to be utilized:

Newspaper: The City will advertise a minimum of one time in newspaper(s) of general circulation in Goodlettsville. The first advertisement should be at least fourteen (14) 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, bond requirements, and the information of how to obtain the bid specifications.

City Website: Purchasing will post bid notice on the City of Goodlettsville's website, www.goodlettsville.gov/government/finance/purchasing under the purchasing section.

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 of Goodlettsville 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 ensure 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 ensure 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 Manager. If there is not sufficient time, the bid date will be changed.

7. Bid Format - To avoid duplication of effort in bid preparation, Purchasing may create 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 7, Specifications. 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 his 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 Director or his/her designee.

10. Bonds and Insurance – In some instances, bonds and/or insurance may be required. 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 may be 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. In those situations, the vendor, at his own cost, must secure insurance policies that name the City of Goodlettsville as an “additional insured” party.

11. Bid Response - Aside from any attachments such as plans or drawings, a separate document titled Bid Sheet shall be prepared by the Purchasing Agent. 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. Solicitation Number.
- e. Bid Title.

Each bid received will be date and time stamped by Purchasing and/or City Manager’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 Department, 105 South Main Street, Goodlettsville, TN 37072. 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 the 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 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 Purchasing Office 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 considered 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) 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 Agent 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 of Goodlettsville 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 invitation number, 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 asked 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 City Board of Commissioners.

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 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.

f. The City Manager may negotiate with the one bidder if the price is over the approved budget or the Purchasing feels it would be advantageous to the City.

If the lowest responsive bid is considered to be too high, the Purchasing Agent and/or City Manager shall have the authority to negotiate a lower price.

22. Tie Bids - In the event two or more bids are received which are equal with respect to price with no evidence of collusive bidding, preference shall be given in the award in the following order:

a. Local bidder's business office is located within the incorporated limits of the City of Goodlettsville.

b. Bidder's business office is located within Sumner or Davidson County.

c. Purchasing Agent will draw lots or flip a coin in public.

23. General Criteria for Award - Recommendations for award of bids are made and/or approved by the requesting Department Director 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 9.04.

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 of Commissioners consideration depending upon approval threshold.

Purchasing staff will prepare a Board of Commissioners 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 BOC approval or award, Purchasing and/or department will prepare a requisition for the award.

Local Vendor Preference (6.02)

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 supported 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 Goodlettsville does not have nor does it support a local vendor preference when awarding bids.

Formal (Sealed) Proposals – Request for Proposals (6.03)

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 M. above. As proposals are opened, the Purchasing Manager, 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 Director and/or or Selection Committee members, with the original of each proposal maintained in the Purchasing file.

6. Proposal Review - Proposals references, certifications, and all documents shall be reviewed by the requesting Department Director and/or Selection Committee members. The committee approach is usually chosen when dealing with complex projects requiring input from various departments. The committee members will be selected by the project manager and/or the using department. If the committee approach is selected, then a department staff member will act as Chair of the Selection Committee. The Committee Chair will: facilitate meetings, prepare recommendations for the top ranked firms, and negotiate and prepare final contract documents. The Committee Chair or designee will record and document all committee meetings. 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 Director or Selection Committee Chair through the Department Director, shall submit a completed Evaluation Committee 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 BOC consideration. Reference Section 4 of this manual. The City currently has no local business or minority preference in the award of a proposal.

Request for Qualifications/Competitive Sealed Proposals 6.04

Professional Services

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. Contracts for professional services are exempt from competitive bidding.

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.

Competitive Sealed Proposals

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.

Purchases may be made using competitive sealed proposals rather than competitive sealed bids when the Board of Commissioners determines that competitive sealed bidding is either not practicable or not advantageous to the City. T.C.A 12-3-1207

The Board of Commissioners must approve this method of purchasing for the specific product(s) or service(s) by resolution, prior to advertising for such.

Restrictions and Requirements:

Purchases using competitive sealed proposals may be made only in instances when qualifications, experience, and competence are more important than price.

These purchases may be made only when there is either:

- A) More than one solution to a purchasing issue and the competitive sealed proposals will assist in choosing the best solution, or
- B) No readily identifiable solution to a purchasing issue and competitive sealed proposals will assist in identifying one of more solutions.

Adequate public notice must be given for the request for proposals in the same manner as for requests for competitive sealed bids.

The request for proposals must state the relative importance of price and other factors.

Proposals must be opened in a manner that avoids disclosure of contents to competing respondents during the later negotiations. Proposals must be open to public inspection when the intent to award the contract to a particular respondent is announced.

Discussions for clarification may be conducted with responsible respondents who submit proposals that have been determined by the purchasing agent to be viable for selection. These respondents must be given fair treatment relative to discussion and revision of proposals. Revisions to submitted proposals are permitted before the intent to award to a particular respondent is announced.

In the discussions, the purchasing agent and other municipal personnel may not disclose information derived from competing proposals.

The award must be made to the responsible respondent whose proposal the governing body determines is most advantageous to the City. The purchasing agent must place in the file a statement containing the basis on which the award was made.

- Number of similar projects
- Complexity of similar projects
- Three references (Contact name & telephone number)

Recommended criteria for evaluation of proposals include:

- a. Prior experience with projects of similar size and complexity
- b. Past record of performance for the City
 - Project name, dates, cost

- City personnel assigned to the project
- c. Qualifications of personnel including sub consultants
- Number of technical staff
 - Qualifications of technical staff
 - Number of licensed staff
 - Education of staff
 - Experience of staff
- d. Availability of personnel
- Current work load/staff participation
 - Organization of the team
- e. Financial Statements
- f. Technical approach 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

When state or federal funding is obtained, the City will follow state or federal guidelines when evaluating proposals. (See Section 9)

Competitive Negotiation

1. After finalists' ranking, the Purchasing Agent, Project Manager, 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 Division 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 lump sum contract shall be designated as the preferred form of contract for professional services contracts.

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 Manager 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.

Competitive Selection – Guidelines

1. All RFP'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 Commissioners.

3. Contracts for services must be accompanied by a Purchase Order. Payments shall be issued against said order with proper authorization.

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 necessarily 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 - 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 (TCA 12-3-1209, 12-4-107).

4. Multi-step Evaluation Process – Often used as part of the 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.

Competitive Selection – Procedures

1. A Selection Committee shall be formed to evaluate all proposals. The Purchasing Agent and the City's Project Manager 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 proposals 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.

- Number of similar projects
- Complexity of similar projects
- Three references (Contact name & telephone number)

7. Recommended criteria for evaluation of proposals include:

a. Prior experience with projects of similar size and complexity

b. Past record of performance for the City

- Project name, dates, cost
- City personnel assigned to the project

c. Qualifications of personnel including sub consultants

- Number of technical staff
- Qualifications of technical staff
- Number of licensed staff
- Education of staff
- Experience of staff

d. Availability of personnel

- Current work load/staff participation
- Organization of the team

e. Financial Statements

f. Technical approach to perform the tasks described in Scope of Services

- Level of effort
- Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control

Prohibition against Contingent Fees (6.05)

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

Bid/Proposal Documents and Meetings (6.06)

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 number, with the files divided by calendar year.

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

- a. Vendor's List
- b. Bid Invitation
- c. Specifications
- d. Bids Received
- e. 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 members, 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.

Bidder Protest (6.07)

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 postaward 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 pm 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 identification number and 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 not 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 Manager 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 Manager, 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 Manager, City Manager, or City Council shall have the authority to settle and resolve a post-award protest concerning the award of a bid.

b. If the bid protest is not resolved by mutual agreement, the City Manager 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 Manager, 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 appropriate County's Circuit Court, 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 Goodlettsville, Purchasing Agent, 105 South Main Street, Goodlettsville, Tennessee 37072.

7. Prevention

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

a. While developing 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

Waiver of Competitive Bids (6.08)

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

1. Architectural, engineering, legal, financial and other such services as further described in Section 10 of Tennessee Code Annotated.

2. Purchase Contracts – State, Government Agency, and Organizations 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.

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 Purchasing Agent*) when there is only one practicable 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 noncompetitive.

A Sole/Single Source Request Form must be completed and submitted with each request for sole or single source procurement.

4. Emergency Purchases – (see 3.04)

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.

Contract Terms (6.09)

Unless otherwise provided by law or BOC authorization, a contract or bid award may be entered into for a period not exceed five (5) 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. 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 BOC may enter into a contract or bid award for a period exceeding five (5) years when the BOC deems the contract or award in City's best financial interest to approve a longer term.

SECTION 7: SPECIFICATIONS

Purpose (7.01)

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.

Types of Specifications (7.02)

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.

Brand Name Specifications (7.03)

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 6.09 (Sole Source Procurement).

Specification Development and Approval (7.04)

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 be responsible for preparing specifications. Specifications for certain public improvements projects may utilize an engineering firm.

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.

Specification Content (7.05)

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 8: VENDOR RELATIONS

Code of Ethics and Conduct (8.01)

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.

1. Acceptance of Gratuities, Gifts, and Business Courtesies

The City of Goodlettsville 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 (\$10 or less per instance and 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 Manager 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 Manager's finding and the employee's full financial disclosure are recorded on the minutes of the City Commission in open session.

SECTION 9-UNIFORM PURCHASING GUIDANCE

Federal and/or State Funded Projects (9.01)

Purchasing for all federal and/or State funded projects shall be administered in accord with the provisions of this section (9.01) 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 Goodlettsville, TN, hereinafter in section 9.01 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.

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:
 - o Contact information at the Agency for project specific questions;
 - o The specific location where the Letters of Interest should be mailed or emailed;
 - o The deadline for submittals of Letter of Interest (not less than 14 days from the date of the solicitation);
 - o 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
 - o Disadvantaged Business Enterprise (DBE) and Small Business encouragements.
- The solicitation shall provide at a minimum, the following:
 - o 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
 - o The technical requirements of consultants required including the applicable standards, specifications, and policies;
 - o The qualifications of consultants needed for the services to be rendered;
 - o 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;
 - o 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;
- o Any approved non-qualification based evaluation criteria to be considered in Phase II of the evaluation process;
- o The contract type and method of payment; and
- o 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. o 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:

- o For contracts with Federal-aid funding, participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-consultants; and/or

- o 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.
- 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 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

- o 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.

- o 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.

- o 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.

- o 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

- o The Agency shall evaluate the proposals of firms selected in Phase I using the Phase II evaluation criteria identified in the public solicitation.

- o 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.

- o 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.

- o 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

- o 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.
 - o Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.
 - o The Agency will negotiate with the other 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:

- o Relative difficulty of the proposed assignment or project, size of project, details required, and the period of performance; and,

- o 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:

- o The proposed compensation should be comparable to that of other projects of similar nature and complexity, including as applicable salaries and man-hour estimates.

o 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).

o 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

- o 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.

- o 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:

- o 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.

- o 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

- o Geotechnical Studies Only: The services of these firms may be procured by negotiation with the prime consultant as described previously herein.

- o 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.

- o 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.

- o 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

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.

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.

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.

Type of Project

- Transportation Alternatives
- intersection improvements without significant ROW (under one acre of disturbance)
 - Safe Routes to School
 - resurfacing and
 - 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
- 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
- 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

Procurement Requirements

- Local Government can use the same consultant for the entire project (planning, preliminary engineering and CEI)
- The selected CEI consultant **shall not** be associated with any other aspect of the project.
- 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

City of Goodlettsville
Purchasing Policy Quick Guide
Effective July 1, 2023

Category	Purchase Range		Purchase Order Required	Documentation Required	Approvals			
					Dept Head	Purchasing	City Manager	BOC
1	\$0.01	\$100.00	No	None	No	No	No	No
2	\$100.01	\$500.00	Yes	Price comparisons suggested	Yes	Yes	No	No
3	\$500.01	\$1,000.00	Yes	3 Verbal Quotes	Yes	Yes	No	No
4	\$1,000.01	\$4,000.00	Yes	3 Verbal Quotes	Yes	Yes	Yes	No
5	\$4,000.01	\$24,999.99	Yes	3 Written Quotes	Yes	Yes	Yes	No
6	\$25,000.00	and greater	Yes	Formal Bid or Proposal	Yes	Yes	Yes	Yes
7 Emergency	Any		Yes	Written justification after event	Yes	Yes	Yes	Yes



AGENDA SUMMARY SHEET
Board of Commissioners
City of Goodlettsville, Tennessee

SUBJECT TITLE: RESOLUTION 23-1125 A RESOLUTION OF THE CITY OF GOODLETTSVILLE BOARD OF COMMISSIONERS APPROVING THE LOW BID AND AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE CITY OF GOODLETTSVILLE AND BLAKELY CONSTRUCTION SERVICES, LLC. PRESENTD BY: Tim Ellis City Manager Jeff McCormick, Director of Public Services	Agenda Item: <u>Resolution 23-1125</u> Dept. of Origin: Public Works For Agenda of: <u>March 9, 2023</u> Originator: <u>Tim Ellis</u> Cost of Item: \$3,377,520
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AGENDA ITEM ATTACHMENTS:

Resolution 23-1125
Exhibit I Bid Recommendation
Exhibit II Certified Bid Tabulation

SUMMARY STATEMENT:

A RESOLUTION OF THE CITY OF GOODLETTSVILLE BOARD OF COMMISSIONERS APPROVING THE LOW BID AND AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE CITY OF GOODLETTSVILLE AND BLAKELY CONSTRUCTION SERVICES, LLC.

FINANCIAL SUMMARY:

\$3,377,520
50% TDEC ARPA Grant
50% Sewer Reserve Funds

RECOMMENDED ACTION:

Staff recommends approval of Resolution 23-1125.

RESOLUTION NUMBER 23-1125

A RESOLUTION OF THE CITY OF GOODLETTSVILLE BOARD OF COMMISSIONERS APPROVING THE LOW BID AND AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE CITY OF GOODLETTSVILLE AND BLAKELY CONSTRUCTION SERVICES, LLC.

WHEREAS, on February 16, 2023 at 2:00 p.m. C.S.T., the City of Goodlettsville, received competitive bids for the Mansker Creek Pump Station Project; and

WHEREAS, a total of three (3) bid packages were received, opened, and read aloud; and

WHEREAS, the bidders with their respective bids were as follows:

	<u>Base Bid</u>
Blakley Construction Services, LLC	\$3,377,520
Morgan Contracting, Inc	\$3,748,400
W&O Construction Company	\$3,449,000

NOW, THEREFORE, be it resolved by the Goodlettsville Board of Commissioners as follows:

THAT, the City of Goodlettsville intends to use TDEC ARPA funds and required cash funds for the construction cost for the Mansker Creek Pump Station Project; and

THAT, award of the Mansker Creek Pump Station Project Contract be made to Blakley Construction Service, LLC of Nashville, TN at the base bid price of \$3,377,520.00; and

THAT, the City Manager is authorized to sign the required documents to proceed with construction.

READ AND ADOPTED this the _____ day of _____, 2023.

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

EXHIBIT I



February 22, 2023

Mr. Tim Ellis
City Manager
City of Goodlettsville
105 S Main St
Goodlettsville, TN 37072

Re: Sewer Rehabilitation ARPA
Recommendation of Award

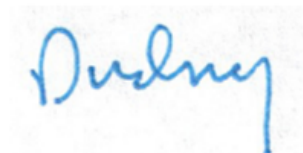
Dear Tim,

As you are aware, three (3) bids for the subject project were received and opened on February 16, 2023. A copy of the certified bid tabulation is enclosed for your use and consideration. The low bidder was Blakely Construction Services, LLC (BCS) at the base bid price of \$3,377,520.00.

BCS is properly licensed and bonded to perform this work and does not appear on any state or federal debarment or excluded contractors list. BCS properly completed the required paperwork to submit their bid. Further, BCS has successfully performed similar and larger projects in the past.

Therefore, FOXPE recommends that this project be awarded to Blakely Construction Services, LLC in the amount of \$3,377,520.00. Please let me know if the board concurs and we will prepare the contract documents for execution. If you have any comments or questions, please do not hesitate to call.

Sincerely,



Dudley Fox, P.E.

cc: Evan Sanders, CDP

EXHIBIT II

BID TABULATION
MANSKER CREEK PUMP STATION IMPROVEMENTS
CITY OF GOODLETTSVILLE, TN

Bid Opening Time 2:00:00 PM Local Time Date: 2/16/23 Place: 105 S Main St Goodlettsville, TN 37072	Bidder: Bid Bond:	Blakley Construction Services, LLC 500 Arlington Ave Nashville, TN 37210 Fidelity & Deposit Company of Maryland Owings, MD	Morgan Contracting, Inc 900 Dutch Valley Dr Knoxville, TN 37918 Travelers Casulty & Surety Hartford, CT	W&O Construction Company 150 Construction Dr Livingston, TN 38570 Cincinnati Insurance Company Fairfield, Ohio
LUMP SUM BASE BID				
Description	Amount	Amount	Amount	
Lump Sum Base Bid	\$3,377,520.00	\$3,748,400.00	\$3,449,000.00	
TOTAL BID	\$3,377,520.00	\$3,748,400.00	\$3,449,000.00	
SUBCONTRACTORS				
Trade	Subcontractor	Subcontractor	Subcontractor	
Electrical	John Bouchard & Sons	John Bouchard & Sons	Industrial Electrical Services	
HVAC	Blakley Construction	Demand Mechanical	Demand Mechanical	
Masonry	N/A	N/A	N/A	
Plumbing	Blakley Construction	N/A	N/A	
I hereby certify that the above is a true and accurate tabulation of bids as received at 2:00 PM on Thursday, February 16, 2023 at the City Hall of the City of Goodlettsville, TN for the Mansker Creek Pump Station Improvements. By:  James Dudney Fox, P.E. Tennessee License 109191 FOXPE LLC				



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville, Tennessee**

SUBJECT TITLE: RESOLUTION 23-1126

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF GOODLETTSVILLE AND KIMLEY HORN AND ASSOCIATES, INCORPORATED AS IT RELATES TO ENGINEERING SERVICES FOR PHASE IV OF CONGESTION MITIGATION AIR QUALITY GRANT

PRESENTD BY: Tim Ellis City Manager

Jeff McCormick, Director of Public Services

Agenda Item: Resolution 23-1126

Dept. of Origin: Public Works

For Agenda of: March 9, 2023

Originator: Tim Ellis

Cost of Item: \$7,500.00 Cost derived from grant proceeds

ATTACHMENTS:

Resolution 23-1126

Exhibit I Contract

Exhibit II Professional Services

SUMMARY STATEMENT:

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF GOODLETTSVILLE AND KIMLEY HORN AND ASSOCIATES, INCORPORATED AS IT RELATES TO ENGINEERING SERVICES FOR PHASE IV OF CONGESTION MITIGATION AIR QUALITY GRANT

FINANCIAL SUMMARY:

\$7,500.00 Cost derived from grant proceeds

RECOMMENDED ACTION:

Staff recommends approval of Resolution 23-1126.

RESOLUTION NO. 23-1126

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF GOODLETTSVILLE AND KIMLEY HORN AND ASSOCIATES, INCORPORATED AS IT RELATES TO ENGINEERING SERVICES FOR PHASE IV OF CONGESTION MITIGATION AIR QUALITY GRANT.

WHEREAS, the City of Goodlettsville has been awarded a Congestion Mitigation Air Quality Grant from the State of Tennessee Department of Transportation for Phase IV of Traffic Signalization Improvements; and

WHEREAS, solicitation of qualifications of experienced traffic engineering firms has occurred and Kimley Horn and Associates, Incorporated has been chosen as the most qualified for said project; and

WHEREAS, The need to enter into an engineering and architectural agreement between the City of Goodlettsville and Kimley Horn and Associates exists.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE THAT AN AGREEMENT WITH KIMLEY HORN AND ASSOCIATES, INCORPORATED FOR ENGINEERING SERVICES ASSOCIATED WITH PHASE IV TRAFFIC SIGNALIZATION IMPROVEMENT IS APPROVED AS FOLLOWS:

SECTION 1. Approve agreement with Kimley Horn and Associates as documented as Exhibit number 1 of this Resolution, as it relates to CMAQ Phase IV of traffic signalization improvement project.

SECTION 2. If any section, clause, provision, or portion of this Resolution is for any reason declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of this Resolution which is not itself invalid or unconstitutional.

SECTION 3. In case of conflict between this Resolution or any part thereof and the whole or part of any existing or future Resolution of the City of Goodlettsville, the most restrictive shall in all cases apply.

SECTION 4. The City Manager is hereby authorized to execute any and all documents associated with this approval.

SECTION 5. This resolution shall take effect immediately upon passage, the welfare of the Citizens of Goodlettsville requiring it.

MAYOR RUSTY TINNIN

Adopted: _____

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

AGREEMENT FOR DESIGN SERVICES

THIS AGREEMENT, made and entered into as of the 23rd day of February, 2023 by and between **the City of Goodlettsville, Tennessee** (hereinafter referred to as "**The City**") and **Kimley-Horn and Associates, Inc.**, a corporation organized and existing under the laws of the State of Tennessee and authorized to conduct business within the State of Tennessee, (hereinafter referred to as "**Engineer**").

W I T N E S S E T H:

WHEREAS, The City from time to time requires professional Engineering services in connection with the planning, construction, operation, maintenance, management and financing of the infrastructure owned and operated by The City; and

WHEREAS, the Engineer is willing to serve as The City's professional Engineering consultant in those assignments to which this Agreement applies, and in such capacity is willing to give consultation and advice to The City during the performance of Engineer's services under the terms and conditions of this Agreement, as supplemented by a written authorization signed by The City and the Engineer (the "Authorization") for each project authorized (the "Project") under this Agreement.

NOW, THEREFORE, The City and the Engineer mutually agree as follows:

ARTICLE 1

AUTHORIZATION AND SCOPE OF SERVICES

1.1. The services to be performed on any Project shall be undertaken only upon the execution of an Authorization by The City and Engineer for that Project. The Authorizations for all Projects shall be considered integral parts of this Agreement and subject to the terms and conditions hereof.

1.2. The scope of services to be performed by the Engineer for any Project shall be specified on the Authorization for that Project. The Engineer shall manage the Engineer's services, consult with the City, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the City. The Engineer shall coordinate its services with those services provided by the City and the City's consultants. The Engineer shall be entitled to rely on the accuracy and completeness of services and information furnished by the City and the City's consultants. The Engineer shall provide prompt written notice to the City if the Engineer becomes aware of any error, omission or inconsistency in such services or information.

1.3. The Engineer may perform portions of its services under this Agreement through subcontractors; provided, however, that (i) before services are begun under any subcontract it shall be approved in writing by The City as to the form, content, cost and identity of the subcontractor; (ii) all of Engineer's contracts with his subcontractors shall be in writing, signed by both parties, and shall include the following provision: "The City is intended to be a third party beneficiary of this Agreement," and (iii) Engineer shall be responsible to City for the services furnished to Engineer by any subcontractor to the same extent as if Engineer had furnished the service itself. Engineer also agrees to coordinate, and resolve any inconsistencies in its services and the services of its subcontractors. In the event of the use of a subcontract(s) it is understood that the obligations and requirements set forth in Article 6 - Service Standards and Article 7 - Insurance shall apply to the subcontractor(s). Consent to sublet, assign or otherwise dispose of any portion of the services to be performed under any Authorization shall not

be construed to relieve the Engineer of any responsibility for the fulfillment of his obligations under this Agreement.

1.4 Engineer shall provide a design which, when constructed in accordance with all drawings and specifications and other documents prepared by Engineer for the Project, will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, orders or other legal requirements, including but not limited to all zoning, restrictions or requirements of record, building, occupancy, environmental, disabled persons accessibility and land use laws, requirements, regulations and ordinances relating to the construction, use and occupancy of the Project (collectively "Governmental Requirements"). Engineer shall use the professional standard of care to avoid incorporating into the Project design, elements that would give rise to legal or regulatory interpretation disputes and agrees to discuss in advance all such situations with City.

1.5 Engineer's opinions of probable Construction Cost (as defined below) are to be made on the basis of Engineer's experience and qualifications and represent Engineer's judgment as an experienced and qualified professional generally familiar with the construction industry. The "Construction Cost" shall mean the cost to City to construct all elements of the entire Project designed or specified by Engineer, and shall include, without limitation, contractors' general conditions costs, overhead and profit. Construction Cost does not include costs of services of Engineer or other design professionals and consultants or cost of land or rights-of-way. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that

proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer.

ARTICLE 2

COMPENSATION AND PAYMENT

2.1. In consideration of the services performed by the Engineer under this Agreement, The City shall pay the Engineer for its services and expenses associated with each Project as specified in the Authorization for such Project.

2.2. Unless otherwise specified in the Authorization for the Project, invoices shall be submitted by the Engineer to The City on a monthly basis in proportion to services performed, and are due and payable within thirty (30) days of receipt of same by The City.

2.3 Promptly upon receipt, City shall review Engineer's invoice. If City contests an invoice, City shall promptly advise Engineer of the specific basis for doing so. Any invoice or portion of an invoice not disputed by City shall be paid by City pursuant to the terms herein; provided, that such payment shall not act as City's waiver of any claims that may be asserted against Engineer for the performance of defective or deficient services. City shall not be required to make payment to Engineer on account of any amount disputed in good faith by City in the manner set forth above until the matter in dispute has been resolved by the parties. Any amount so disputed shall not be deemed to be an amount due Engineer under this Agreement and shall bear no interest nor incur any late fees until the matter is so resolved by the parties.

2.3. Except for Projects, or portions thereof, that are to be paid on a fixed sum basis, all other work shall be reflected on certified invoices that set forth the following: The hours worked and classification for each person on the Project, total

hours worked for each classification, total labor billing and a summary of expenses and charges. Statements shall include maximum fee for that authorization, total fee billed to date and the remaining fee. Engineer shall provide with each invoice, documentation of reimbursable expenses included in the statement, together with any additional supporting documentation reasonably requested by City.

2.4. The City may, from time to time, request changes in the scope of services of the Engineer in accordance with Article 4. Such changes in the scope of services may increase or decrease the amount of the Engineer's compensation.

2.5. "Reimbursable Expenses" include the following expenses reasonably incurred by the Engineer directly related to the Project:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, and Project Web sites;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery; and
- .6 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner.

Records which provide the basis for Engineer's compensation and Reimbursable Expenses relating to the Project and records of accounts between City and Engineer shall be kept on a generally recognized accounting basis. Such records shall be available for audit by City and its authorized representative during

normal business hours at Engineer's principal place of business for a period of one year following completion of the Project, upon request of the City.

ARTICLE 3

COMMENCEMENT, SCHEDULE AND COMPLETION

3.1. The Engineer is authorized to commence services under this Agreement on any particular Project upon receipt of a duly executed copy of the Authorization for such Project. The time allowed for the Engineer to complete the services for each Project shall be specified in the Authorization for the Project. Time is of the essence with this Agreement, and Engineer shall expeditiously complete tasks in accordance with the Authorization for the Project. The City is not obligated to provide the Engineer any quantity of work and does not guarantee issuance of work to the Engineer under this agreement.

3.2 Within thirty (30) days of execution of this Agreement, the Engineer shall submit for the City's approval a detailed, milestone-based schedule for the performance of the Engineer's services. The schedule shall be attached as Exhibit 1 once complete. The schedule shall include allowances for periods of time required for the City's review, for the performance of the City's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the City, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Engineer or City. With the City's approval, the Engineer shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction. Engineer shall promptly advise City of any problems which come to his attention that may cause a delay in the completion of the Project, or any portion thereof, or in the performance of Engineer's services.

3.3 Notwithstanding any other provision of this Agreement, the Engineer shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the Client, third parties, or governmental agencies.

ARTICLE 4

CHANGES IN WORK

4.1. The City reserves the right, without impairing this Agreement, to order changes or alterations in the scope of each Project and the services to be performed on each Project by the Engineer. If changes or alterations ordered affect the cost of the services, the parties must agree upon an adjustment in the compensation owing to the Engineer before the Engineer begins services on the change.

ARTICLE 5

OBLIGATIONS OF THE CITY

5.1. With respect to each Project authorized under this Agreement, The City shall:

A. Collaborate with and assist the Engineer in providing information as requested by the Engineer regarding requirements for and limitations on the Project.

B. To the extent reasonably available, provide the Engineer with information which is pertinent to the Project including copies of reports, plans, designs, and other relevant materials.

C. Guarantee access to The City's right-of-way and facilities, and make all provisions for the Engineer to enter upon public and private lands as required to perform surveys and work essential to the Project.

D. Give thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer and inform the Engineer of all decisions within a reasonable time so as not to materially delay the work of the Engineer.

E. Designate, in writing, one or more persons to act as The City's representative to coordinate the work of the Project with the Engineer.

F. Provide all legal, appraisal, title search, accounting, and independent cost estimating as may be reasonably required for the Project.

G. Give prompt written notice to the Engineer whenever the City becomes aware of any defects exist in the performance by Engineer of the services associated with the Project. Notwithstanding anything to the contrary contained in this Agreement, City's review and approval of any and all documents or other matters required herein shall be for the purpose of providing Engineer with information as to City's objectives and goals with respect to the Project and not for the purpose of determining the accuracy and completeness of such documents, and in no way should any such review and approval alter Engineer's responsibilities hereunder and with respect to such documents.

H. Furnish approvals and permits from all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for the Project.

I. Provide, as reasonably necessary, appropriate personnel to accompany Engineer to The City's facilities.

ARTICLE 6

SERVICE STANDARDS

6.1. The Engineer's services shall be performed in a professional manner, using that degree of professional skill and care required by applicable law.

6.2. If the Engineer or its subcontractor(s) or its consultant(s) fails to meet these standards, it shall promptly cure all such deficiencies.

6.3. To the fullest extent permitted by law, the Engineer shall indemnify and hold harmless The City, its Mayor, council members, management and employees from and against all costs (including and not limited to attorney's fees and expenses), claims, suits, actions, damages and losses (including, without limitation, injury to or death of any persons and damage to property and economic and consequential damages) asserted by third parties against City to the extent arising from liability caused by negligence of the Engineer, even if caused in part by City. However, Engineer shall not be required to indemnify City from the consequences of City's own negligence.

6.4. All services authorized under any Authorization shall be performed under the direction of a professional Engineer registered in the State of Tennessee and qualified in the particular field.

6.5. The Engineer shall periodically request sufficient conferences with The City's representative for the Project to ensure that the services are being done by the Engineer or its subcontractor(s) or its consultant(s) in a satisfactory manner and in accordance with The City's requirements.

6.6 Engineer shall comply with applicable Laws and regulations. The Engineer shall, at appropriate times, contact the governmental authorities required to approve the plans and specifications and the entities providing utility services to

the Project. In designing the Project, the Engineer shall comply with all applicable design requirements imposed by such governmental authorities and by such entities providing utility services. Engineer shall notify City in a prompt and timely manner of any discovered discrepancies, inconsistencies or missing information necessary to provide reasonably accurate and complete documents.

6.7 The Engineer shall identify a representative authorized to act on behalf of the Engineer with respect to the Project.

ARTICLE 7

INSURANCE

The Engineer shall procure and maintain for the duration of the Contract the following required insurance, with insurers financially acceptable and lawfully authorized to do business in the State of Tennessee. Such coverage shall protect Engineer against claims arising from sickness, disease, death or injury to persons, and/or physical damage to tangible property, including loss of use, which may arise from services performed by or on behalf of the Engineer, and those parties for whom the Engineer is liable.

7.1 **Minimum Scope of Insurance.** Engineer's insurance coverage shall include the following minimum limits and coverage:

.1 Commercial General Liability insurance on an occurrence coverage form, at least as broad as the Insurance Services Office Commercial General Liability Policy, form CG 0001, current edition. Other than standard exclusions applicable to pollution, asbestos, mold, employment practices and Engineer liability, there shall be no additional limitations or exclusions beyond those

contained in the above referenced policy form, including but not limited to additional limitations or exclusions applicable to property damage, products and completed operations and contractual liability.

.2 Automobile Liability insurance covering liability arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of the Engineer. The coverage shall be at least as broad as the Insurance Services Office Business Automobile Policy, form CA 0001, current edition.

.3 Workers' Compensation and Employer's Liability insurance as is required by statute or law, or as may be available on a voluntary basis with limits not less than \$500,000.00 per accident, \$500,000.00 per disease and \$500,000.00 policy limit on disease.

.4 Professional Liability insurance covering negligent acts or omissions made by or on behalf of the Engineer in the performance of professional services. Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement of Engineer services rendered to City, plus an additional period of five years after such services have been rendered to City. If the Engineer's scope of work includes environmental Engineering or consulting, the coverage required hereunder must not exclude coverage for environmental services. Engineer agrees to furnish annual proof of coverage to City during the five year period, and the coverage minimums shall not be less than those required below.

7.2 **Minimum Limits of Insurance**. The Engineer shall maintain the following minimum limits of insurance (unless higher limits required by law or statute):

.1 Commercial General Liability: \$1,000,000 per occurrence, bodily injury and property damage liability; \$1,000,000 per offense, personal and advertising injury liability; \$1,000,000 products and completed operations policy aggregate and \$2,000,000 policy general aggregate applicable to lines other than products and completed operations.

.2 Automobile Liability: \$1,000,000 combined bodily injury and property damage liability per accident for bodily injury and property damage.

.3 Employer's Liability: \$1,000,000 per accident for bodily injury by accident or disease, including \$1,000,000 disease aggregate.

.4 Professional Liability: \$1,000,000 per claim, \$2,000,000 annual policy aggregate.

7.3 **Deductibles and Self-insured Retentions.** The funding of deductibles and self-insured retentions maintained by Engineer shall be the sole responsibility of Engineer. Self-insured retentions in excess of \$50,000 must be declared to and approved by City.

7.4 **Additional Provisions.** The required insurance shall contain the following additional provisions:

.1 Additional Insured - The City must be included as an additional insured under Engineer's Commercial General Liability policy as respects liability arising from work or operations performed for City by or on behalf of the Engineer.

.2 Waiver of Subrogation - The City and Engineer waive all rights against each other and any of their sub-consultants, agents, employees and representatives, for damages caused by fire or other causes of loss to the extent covered by property insurance. In addition,

Engineer waives all rights of subrogation against City for claims covered by CGL and Workers' Compensation insurance. The City and Engineer shall require their sub-consultants, agents, employees and representatives to execute similar waivers of subrogation. The waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

.3 Notice Of Cancellation - Each insurance policy provided by the Engineer shall be endorsed to require any of its insurer(s) to provide thirty (30) days' written notice to City by certified mail, return receipt requested, prior to any suspension, cancellation or non-renewal of the required insurance.

7.5 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A- VII, unless otherwise approved by City.

7.6 **Verification of Coverage.** The Engineer shall furnish City with a certificate of insurance evidencing the required coverage prior to the delivery of services to City. The certificates are to be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Renewal certificates are to be provided to City prior to the expiration of the required insurance policies. As an alternative to a certificate of insurance, Engineer's broker or insurer may provide complete, certified copies of all required insurance policies, including endorsements necessary to affect coverage required by these specifications. Engineer agrees to obtain evidence of insurance coverage of all its consultants and furnish same to City prior to the execution of this Agreement.

Engineer's consultants' insurance coverage shall be maintained at their expense, in amounts and through carriers' acceptable to City, whose acceptance shall not be unreasonably withheld. Engineer's consultants' shall incorporate a provision requiring the giving of written notice to the City at least thirty (30) days prior to the cancellation or non-renewal of any such policies evidenced by return receipt of United States certified mail.

ARTICLE 8

DISPUTE RESOLUTION; TERMINATION

8.1. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to litigation. If such

matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.

8.2. The City and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

8.3. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

8.4. If the parties do not resolve a dispute through mediation pursuant to Section 8.2, the method of binding dispute resolution shall be litigation.

8.5. Either The City or the Engineer may terminate this Agreement with or without cause by giving the other party at least fifteen (15) days written notice which shall specify the date of termination. Payment to the Engineer shall be made for services successfully completed by the Engineer through the date notice of termination is received, plus reasonable costs incurred by the Engineer in terminating its services, but City shall have no obligation to pay or reimburse Engineer for lost profits and/or unabsorbed overhead, or any other consequential or incidental damages.

ARTICLE 9

PERSONNEL MATTERS; CONFLICTS OF INTEREST

9.1. **Personnel.** The Engineer represents that he has or will secure at his own expense all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with The City. All services required hereunder will be performed by the Engineer or under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

9.2. **Interest of Members of The City's Staff.** No member of The City staff and no other officer, employee, or agent of

The City who exercises any function or responsibility in connection with any Project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

9.3. **Interest of Other Local Public Officials.** No member of the governing body of the locality in which any Project is situated and no other public official of such locality who exercises any function or responsibility in the review or approval of such Project shall have any personal interest, direct or indirect, in this Agreement.

9.4. **Future Conflicts Prohibited.** No officer, director, shareholder or partner of Engineer has any relationship with The City, which would be violative of the conflict of interest provisions of Tenn. Code Ann. Section 6-54-107 and/or 12-4-101.

ARTICLE 10

DOCUMENTS AND RECORDS

10.1. **Ownership.** All written documentation, plans, and drawings or other instruments of service relating to each Project which is prepared or obtained under the terms of this Agreement shall be the property of The City inclusive of any intangible copyright or other protectable interest. No written documentation relating to the Project shall be delivered or otherwise disclosed or made available to any third party without the prior written approval of The City.

10.2. **Reuse of Documents.** All documents furnished by the Engineer pursuant to this Agreement are instruments of his services with respect to the respective Project. They are not intended or represented to be suitable for reuse by The City or others on extensions of the Project or on any other Project. Any reuse without specific written verification or adaptation by the Engineer will be at The City's sole risk and without

liability or legal exposure to the Engineer; and The City shall indemnify and hold harmless the Engineer for all claims, damage, losses, and expenses including attorney's fees, arising out of or resulting therefrom.

10.3. **Access to Records.** The Engineer shall maintain books, records, documents, and other evidence directly pertinent to performance of work under this Agreement in accordance with accepted professional practice and Generally Accepted Accounting Principles. Such records shall be available for audit by City or its authorized representative during normal business hours at Engineer's principal place of business, during the term of this Agreement and for a period of one year following completion of the Project, upon request of City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and formally established audit regulations, procedures, and guidelines of the reviewing or audit agency.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11.1. This Agreement shall be governed by the laws of the State of Tennessee.

11.2. Except where otherwise provided herein, any notice, approval, acceptance, request, bill, demand or statement hereunder from either party to the other shall be in writing and shall be deemed satisfactorily given and any time period provided for giving such notice herein shall commence when such notice is (I) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or forwarded by a nationally recognized overnight courier service to the address of the respective party specified below, or such other address as may be specified in an original notice forwarded to all parties hereto as herein specified, or (II) personally delivered to such address:

If to Engineer: Kimley-Horn and Associates, Inc.
Attn: Christopher D. Rhodes, P.E.
214 Oceanside Drive
Nashville, Tennessee 37204

If to The City: City of Goodlettsville, Tennessee
Tim Ellis, City Manager
105 South Main Street
Goodlettsville, Tennessee 37072

11.3. Intentionally Deleted.

11.4. This Agreement and the Authorizations executed hereunder constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior negotiations, representations or agreements, written or oral, between the parties on said subject matter. The form utilized for the Authorization is attached hereto as Exhibit 2. This Agreement and its Authorizations may not be modified, amended, or changed in any manner, nor shall any waiver of any provision of the same be effective except by an instrument in writing signed by the party against whom enforcement of such modification, amendment, change or waiver is sought.

11.5. Neither The City nor the Engineer may assign or transfer their respective duties or interests in this Agreement without the written consent of the other party.

11.6. This Agreement is solely for the benefit of The City and the Engineer and shall not be interpreted to benefit any third party.

11.7. The paragraph captions in this Agreement are set forth for convenience only and are not to be construed in interpreting the provisions of this Agreement. The gender and

number terms used herein are used as reference terms only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

11.8. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder hereof, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.9. The obligations of The City arising from Projects under this Agreement may be satisfied only from the revenues of The City's division for such services relating to such project being performed.

11.10. The Engineer was selected and approved through an evaluated process based on factual information submitted at the time of this agreement. The Consultant shall provide annual updates on all information concerning this agreement beginning one year from the date and year first above written.

11.11 The term or duration of this Agreement shall be two (2) years in length.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers as of the date and year first above written.

Kimley-Horn and Associates, Inc.

By: Christopher D. Rhodes, P.E.

Its Vice President

The City of Goodlettsville

By: _____

(Signatures on the following page)

AUTHORIZED BY:

CITY OF GOODLETTSVILLE

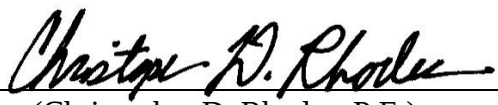
By: _____

Title: _____

Date: _____

ACCEPTED BY:

KIMLEY-HORN AND ASSOCIATES, INC.

By: 
(Christopher D. Rhodes, P.E.)

Title: Vice President

Date: February 20, 2023



February 20, 2023

Jeff McCormick, Director of Public Services
City of Goodlettsville
Public Works Department
215 Cartwright Street
Goodlettsville, Tennessee 37072

RE: Professional Services Agreement
Goodlettsville Traffic Flow Improvements and Traffic Signal Upgrades – Phase IV
TDOT PIN Number: 132638.00
Federal Project Number: CM-REG3(213)
State Project Number: 19LPLM-F0-198
Goodlettsville, Tennessee

Dear Mr. McCormick:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “the Consultant”), is pleased to submit this letter agreement (the “Agreement”) to the City of Goodlettsville (“the Client”) for professional consulting services for the above-referenced project.

SCOPE OF SERVICES

Based on the information provided, we understand that the City of Goodlettsville wishes to improve traffic operations through continued upgrades to their Advanced Traffic Management System (ATMS), reconstruction of signal infrastructure, and the optimization of signal timings for three (3) arterial corridors within the City limits: State Route (SR) 174 (Long Hollow Pike), Main Street/Dickerson Pike/Springfield Highway (SR 11/US 31W/US 41) and Conference Drive and one (1) traffic signal at I-65 and SR 4/US 31W. The scope of this project builds upon improvements that were made in Phase I and Phase II and those under design in Phase III. The improvements completed by Phase I were primarily along Long Hollow Pike and included the installation of fiber optic cable, the replacement of traffic signal heads, and the installation of countdown pedestrian signal heads. The improvements associated with Phase II and Phase III include new signal controllers and cabinets, flashing yellow arrows, updated ADA compliant curb ramps, reconstruction of two (2) signals to mast arms and the establishment of a traffic operations center. The signalized intersections associated with Phase IV are as follows:

1. Dickerson Pike (SR 11/US 31W/US 41) at Dry Creek Road
2. Main Street (SR 11/US 31W/US 41) at Rivergate Parkway
3. Main Street (SR 11/US 31W/US 41) at Memorial Drive
4. Main Street (SR 11/US 31W/US 41) at Long Hollow Pike (SR 174)
5. Dickerson Pike (SR 11/US 31W/US 41) at Old Springfield Pike

6. Springfield Highway (SR 11/US 31W/US 41) at Williamson Road
7. I-65 at Louisville Hwy (SR 4/US 31W)
8. Long Hollow Pike (SR 174) at Cartwright Street
9. Long Hollow Pike (SR 174) at I-65 Southbound Ramps
10. Long Hollow Pike (SR 174) at I-65 Northbound Ramps
11. Long Hollow Pike (SR 174) at Conference Drive
12. Long Hollow Pike (SR 174) at Northcreek Boulevard
13. Long Hollow Pike (SR 174) at Caldwell Drive
14. Long Hollow Pike (SR 174) at Loretta Drive
15. Long Hollow Pike (SR 174) at Madison Creek Road
16. Conference Drive at Vietnam Veterans Boulevard (SR 386)
17. Conference Drive at Mission Ridge
18. Conference Drive at Windsor Green Boulevard
19. Conference Drive at Northcreek Boulevard
20. Conference Drive at Northgate Circle

Our Scope of Services, Fee, and Schedule are as follows:

Task 1 – Project Coordination Services

This task will consist of general project management, administrative, and accounting activities for the project. It will further consist of a kick-off meeting with City of Goodlettsville staff, project status and review meetings, preparing and distrusting reports and memos, scheduling of review meetings and activities, monthly project status reporting, and discussion of any project issues during the project. In addition, this task will consist of monthly work planning efforts and will comprise the initial schedule development and monthly maintenance of the scope of services and project milestones.

Task 1.1 – Kick-off Meeting

Kimley-Horn will coordinate and facilitate a kick-off meeting with City of Goodlettsville staff after the official notice-to-proceed (NTP) has been received. The purpose of this meeting will be to introduce the participants to the project, review project scope, discuss key issues, and identify other issues so they can be resolved early in the process.

Along with City staff, project stakeholders such as the Great Nashville Regional Council (GNRC), the Tennessee Department of Transportation (TDOT), The City of Goodlettsville's CEI consultant, and Nashville Electric Service (NES) can be invited to participate in the kick-off meeting, project meetings, and/or conference calls as deemed appropriate by City staff.

Task 1.2 –Project Meetings

Kimley-Horn will coordinate and facilitate periodic project meetings, up to three (3), at a location in the City of Goodlettsville (to be determined by City staff). Each meeting will consist of project status updates, schedule review, and discussion of upcoming milestones for both the project team and City of Goodlettsville staff. Kimley-Horn will prepare and distribute both meeting agendas and meeting minutes for each meeting. These meetings are as follows:

- Project Kick-off Meeting
- Project Status Meeting 1 (following completion of data collection efforts or following completion / submittal of the preliminary plans package)
- Project Status Meeting 2 (prior to submittal of the final plans / bid documents)

*Task 1 Deliverables: Meeting Agendas, Meeting Minutes, Action Items
Invoices on a Monthly Basis*

Task 2 – Environmental Documentation Services

Given the limited nature of the proposed construction, the improvements for this project are a likely candidate for classification as a “Programmatic Categorical Exclusion” as described in 23 CFR Part 771.117(d). This determination can only be made; however, by TDOT in cooperation with the Federal Highway Administration (FHWA). Kimley-Horn will prepare a project map and description of the proposed improvements for submittal to TDOT. Based on this information, TDOT and FHWA will determine the level of documentation and technical studies required for this project.

TDOT now requires the completion of an Environmental Boundaries Survey for this project. Kimley-Horn along with our chosen subconsultant and in coordination with TDOT will prepare the environmental technical study, and the results of this study will be incorporated directly into the NEPA document. Our team will submit wet weather conveyance determinations as a Qualified Hydrologic Professional to the Tennessee Department of Environment and Conservation (TDEC) for questionable features, and we will prepare a summary report describing the findings that include water resources form(s), the routine wetland determination data form(s), Hydrologic Determination form(s), and delineation map(s).

Based on the assumption that TDOT and FHWA will determine that a Categorical Exclusion (CE) document is appropriate for this project, Kimley-Horn will prepare the CE document in accordance with the *Tennessee Environmental Procedures Manual* and FHWA guidance as outlined in FHWA Technical Advisory T6640.8A, *Guidance for Preparing and Processing Environmental and Section 4(f) Documents*. A preliminary Categorical Exclusion document will be submitted to TDOT for review and comment. After incorporating TDOT’s comments, a final Categorical Exclusion will be submitted to TDOT for acceptance.

If it is determined that additional technical studies beyond those described above are required, or that a Programmatic Categorical Exclusion is not applicable for this project, any additional required technical studies will be performed after authorization by the City in accordance with the Additional Services clause of this agreement.

*Task 2 Deliverables: Preliminary and Final Environmental Documentation (PDF format)
Correspondence and submittals to various regulatory agencies (PDF format)*

Task 3 – Data Collection Services

This task will encompass the collection of base mapping necessary for the development of the design plan sheets and the necessary traffic data collection services for the project. Furthermore, it will consist of field visits to determine communications routing and/or line-of-sight, as well as an intersection and cabinet equipment inventory. In addition, field visits will be performed at the project intersections and along the project corridors to identify signal infrastructure improvements, signal phasing / sequencing upgrades, and communications routing options. Additionally, this task will comprise the collection of traffic counts and signal timing settings necessary to complete signal timing coordination as well as the observation of existing field conditions.

Task 3.1 – Assemble Base Mapping and Survey

This sub-task includes the initial coordination with the City to acquire the base mapping for the project consisting of underground utility locations, electric utility pole locations, right-of-way / parcel data, and roadway data. At this time, it is anticipated that a scale of 1:100 will be used for the communications design. It is also anticipated that 22" x 34" plan sheets will be developed for this design (this translates to 1:200 scale for half-size plans (11" x 17") plan sheets. Geographic Information System (GIS) files received from the City or in coordination with the City will be converted into MicroStation format and modified into a format suitable for use as base mapping.

Once the appropriate base mapping has been received and finalized for use with this project, Kimley-Horn will assemble the base mapping to use as the design plan sheets. This consists of the following: incorporating additional mapping, cutting and arranging the base mapping onto plan sheets, creating match lines, labeling route numbers / interchanges / adjacent roadways within the base map limits, developing title blocks, and development of a station line for the corridor (if deemed necessary).

Additionally, our sub-consultant will prepare a topographic survey for up to two (2) intersections for ADA curb ramp improvements and signal reconstruction. These intersections will be surveyed consisting of up to 400 linear feet (LF) of coverage on the main street and up to 200 LF on the side street approaches. The survey width will extend approximately 20 LF beyond the existing right-of-way limits. The survey will consist of the collection of roadway, right-of-way / easement, utility, traffic control (signs, signals, pavement markings), and other existing features found within the project limits deemed necessary for design purposes. The survey will be drawn in MicroStation, use the Tennessee State Plane Coordinate System and appropriate local vertical controls, and follow TDOT survey standards. The survey shall consist of necessary data to redesign curb ramps and sidewalks to ADA standards by capturing point on that back of sidewalk, curb face, and edge of the travel way. If deemed necessary, a station line for the corridors will be developed.

Task 3.2 – Field Inventories and Observation

Field inventories will be performed by Kimley-Horn at each intersection to confirm signal phasing, signal head displays, existing geometry, lane widths, turn-bay storage lengths, approach and corridor speed limits, adjacent land uses, distances between signalized intersections, and other physical features deemed pertinent to the project. Photographs will also be taken for each approach of each intersection within the signal system. Kimley-Horn will perform a field visit to each traffic signal during the peak periods. During this time, Kimley-Horn will observe existing platooning and progression of the traffic,

confirm existing timing plans (cycle lengths, phasing sequences), observe queuing patterns, identify and monitor traffic flow patterns, and monitor sub-peaks within the peak periods.

Kimley-Horn will review and field verify the intersection / cabinet inventory data for the project intersections. The following information at each intersection shall be collected via field notes and photographs:

- Physical layout of the signal cabinet
- Equipment contained in the signal cabinet
- Electrical service arrangement
- Location of existing pedestrian features
- Signal controller phasing
- Signal head arrangement
- Existing conduit entrances

Permission and access to the City's traffic signal cabinets will be required for this effort. Furthermore, a copy of any as-built signal plans that the City has available along the project corridors will be requested at this time as well.

Task 3.3 – Traffic Data Collection

Kimley-Horn staff, together with a data collection sub-consultant we frequently utilize, will perform traffic data collection efforts necessary for this project. Kimley-Horn will review existing data available from the City of Goodlettsville and TDOT to determine its usefulness for this project. The chosen sub-consultant's staff will collect turning movement counts at all twenty (20) intersections for the following peak periods:

- Weekday AM peak (6:00 – 9:00)
- Weekday Mid-Day (MD) peak (11:00 – 13:00)
- Weekday PM peak (15:00 – 18:00)

Directional ADT tube counts will also be acquired along each of the corridors from TDOT.

Task 3 Deliverables: Turning Movement Counts (where necessary)
Utility Pole Data Sheets (where necessary)

Task 4 – System Engineering Analysis Documentation

Consistent with FHWA and TDOT Intelligent Transportation Systems (ITS) documentation requirements, Kimley-Horn will prepare the required Systems Engineering Analysis (SEA) documentation to address the following items identified in TDOT's *Traffic Design Manual*:

- Define the scope of the project
- Compliance with the Nashville Area Regional ITS Architecture
- Identification of participating agencies' roles and responsibilities
- Identify functional requirements

- Analysis of alternative system configurations
- Procurement options
- Identify applicable ITS standards
- Integration, testing, and system verification
- Prepare traceability matrix for documenting compliance / testing
- Provide change order management control
- Prepare operations and maintenance plan
- Provide ITS architecture revision documentation

Each of the 12 items listed above will be incorporated into a technical report and submitted to the City and TDOT for review / approval.

Task 4 Deliverables: Preliminary and Final SEA (PDF format)

Task 5 – Preliminary ATMS Design Phase Services

This task will encompass the preliminary construction plans package, preliminary engineer's opinion of probable cost, preliminary special provisions, and preliminary submittal and review.

Task 5.1 – Preliminary Construction Plans

The framework for the construction plans will resemble those Kimley-Horn has previously prepared for the City of Goodlettsville. The sheets will conform to TDOT's standard sheets in size and design. The construction plans will conform to any applicable City of Goodlettsville standards, TDOT current standards, and TDOT Roadway Design Guidelines. The plans will be prepared suitable for competitive bidding for the City and will consist of the following:

- Cover sheet, index sheets, legend, general notes
- Estimated Quantities Sheet
- TDOT Standard Roadway Drawings Sheet
- General / Special Notes / Utility Contacts
- Controller and/or cabinet replacement details / notes
- Signal head replacement details / notes
- Signal conductor wiring replacement details / notes
- ITS Communications Routing
- Fiber Splicing Diagrams (if necessary)
- Signal infrastructure design / modifications (i.e. new signal poles, new conduit / pull boxes)
- Traffic Sign / Pavement Marking Sheets
- Pedestrian signal modifications / additions
- Construction Traffic Control
- Additional and/or enhanced detection system(s) to accommodate advanced traffic monitoring
- Other changes or modifications identified in the operational analysis portion of the project that are deemed feasible for construction

The chosen modifications will be first based upon deficiencies found during the data collection task in Task 3, the City's preferences, and the construction funding available to build the signal upgrades / modifications.

Additionally, if necessary, the signal communications design will be based upon examination of field conditions and the expressed needs of the City. Kimley-Horn will design the chosen communications architecture to support the proposed and future bandwidth requirements of the network.

Task 5.2 – Preliminary Engineer's Opinion of Probable Cost

Kimley-Horn will prepare a detailed engineer's opinion of the probable construction cost of the communications design and signal improvements as defined by the plans and technical specifications. The opinion of probable cost will be based on actual bid prices for recent projects which involved similar equipment and construction, to the extent that such information is available.

Task 5.3 – Preliminary Special Provisions

This subtask develops the outline and primary content of the special provisions that will be used for the final bidding and construction documents. It is understood that the TDOT *Standard Specifications for Road and Bridge Construction* and the special provisions used for previous ITS projects will serve as a base for the special provisions for this project. It is further anticipated that this base information will be augmented and reformatted by Kimley-Horn to meet the particular needs of this project. Special provisions will be developed for the following items:

- Traffic Operations Center (TOC) equipment
- 360-degree vehicle video detection cameras
- Traffic Signal Cabinets
- Cellular Vehicle-to-Everything Communications (C-V2X) / Dedicated Short Range Communications (DSRC)
- Flashing Yellow Arrow
- Cellular Modems
- Traffic Signal Controllers
- Ethernet Switch
- Accessible Pedestrian Signals
- Battery Back-Up

Task 5.4 – Preliminary Submittal and Review

This subtask consists of the preparation of a preliminary construction plans package and submittal to the City for review.

Task 5 Deliverables: *Preliminary Construction Plans package (PDF format)*
 Preliminary Engineer's Opinion of Probable Cost (PDF format)
 Preliminary Special Provisions (PDF format)

Task 6 – Final ATMS Design Phase Services

This task will encompass the final signal modification design, final construction plans package, final engineer's opinion of probable cost, final special provisions, and final submittal and review.

Task 6.1 – Final Communications and Traffic Signal Modifications Design

Kimley-Horn will coordinate with the City regarding any comments and recommended revisions from the preliminary construction plans package. The comments and recommended revisions will be incorporated into the design efforts from Task 5.

Task 6.2 – Final Construction Plans

After comments and issues have been received and addressed, Kimley-Horn will prepare a final plan set for submittal to the City. This subtask extends the design efforts in Task 5 and produces a final construction plans package that consists of updated plan sheets, detail sheets, and traffic control design sheets that were submitted in the preliminary construction plans submittal.

Task 6.3 – Final Engineer's Opinion of Probable Cost

The final engineer's opinion of probable cost will be developed consistent with the format established in Task 5.

Task 6.4 – Final Special Provisions

Kimley-Horn will coordinate with the City regarding any comments and recommended revisions that were received on the preliminary special provisions. After comments and issues have been received and addressed, Kimley-Horn will prepare a final special provisions document for submittal to the City. This subtask refines and completes the content of the special provisions outlined in Task 5.

Task 6.5 – Final Submittal and Review

This subtask consists of the preparation of a final construction plans package and submittal to the City for review.

Task 6 Deliverables: *Final Construction Plans package (PDF format)*
 Final Engineer's Opinion of Probable Cost (PDF format)
 Final Special Provisions (PDF format)

Task 7 – Pre-Bid Phase Services

Kimley-Horn will assist the City with the following pre-bid phase tasks: bid documents preparation, DBE goal setting, and proposal contract preparation. Each is described below.

Task 7.1 – Final Sealed Construction Plans for Bidding

Upon receipt of final comments from the City, Kimley-Horn will finalize the plans, special provisions and materials estimates to be incorporated into bidding documents. It is anticipated that Kimley-Horn will coordinate with the City in providing reproducible originals in hard copy and electronic file format to the appropriate personnel for bid document preparation. Kimley-Horn will coordinate with the City to confirm that plans/special provisions match procurement procedures. The final design plans will be printed via PDF on a 22" x 34" sheet size and sealed by a State of Tennessee registered Professional Engineer.

Task 7.2 – DBE Goal Setting

Given the construction budget for this project, the City will be required to set goals for disadvantaged business enterprise (DBE) participation in the construction contract as defined in federal regulation 49 CFR 23/26. Kimley-Horn will work with personnel at the TDOT Civil Rights Office to set an appropriate and realistic DBE goal for the project based on the type and quantity of work being performed and the local availability of qualified DBE contractors. Kimley-Horn will prepare a DBE Goal Worksheet for submittal to the City and TDOT for review and to seek approval.

Task 7.3 – Proposal Contract Preparation

Kimley-Horn will prepare a proposal contract (i.e. Bid Book) in accordance with TDOT Office of Local Programs standards. It is assumed that Kimley-Horn will not prepare separate stand-alone technical specifications for the project, and that the TDOT specifications shall be used. Kimley-Horn will only prepare technical specifications for those items that are not covered by the TDOT specifications as prepared as part of Task 6. The remainder of the technical specifications will be based upon TDOT's Standard Specifications for Road and Bridge Construction or will be documented in the construction plans. The proposal contract will contain the Request for Proposals, the contract documents, bid forms, disadvantaged business enterprise (DBE) requirements, specifications, and required special provisions.

Task 7.4 – Permitting

Kimley-Horn will coordinate with utility companies providing water, sewer, gas, electric, cable and telephone in the project area. Each utility company will be provided with a set of plans to review for potential conflicts. Considering the project type, it is assumed that there will not be conflicts with the proposed project and utilities and that each utility company will be able to provide a “no-conflict” letter. The plans and each utility “no-conflict” letter will be sent to the TDOT Utility office requesting Utility Certification.

Kimley-Horn will also send the plans to the TDOT Right-Of-Way Division requesting right-of-way certification, as we do not anticipate that any right-of-way and/or easements will be required for this project.

It is assumed that no environmental permits are necessary for this project. Under this assumption, Kimley-Horn will send the plans to TDEC requesting verification that no environmental permits are necessary. Kimley-Horn will then submit the plans and verification from TDEC to the TDOT Environmental Division requesting environmental certification.

Task 7.5 – TDOT Local Programs Development Office Review

The proposal contract, consisting of the plans and the engineer's opinion of probable construction cost, will be submitted to the TDOT Office of Local Programs seeking approval and authorization for the City to proceed with bidding the project. Upon receiving the Notice to Proceed with Construction from TDOT, Kimley-Horn will print and deliver up to five (5) bond copies of the plans (11” x 17”) and Proposal Contract to the City.

Task 7 Deliverables: *Final Sealed Construction Plans package for Bidding (five [5] hard copies and PDF format)*
 Final Engineer's Opinion of Probable Cost (PDF format)
 Final Special Provisions (PDF format)
 Final Bid Book (five [5] hard copies and PDF format)

Task 8 – Bid Phase Services

Upon receiving authorization from TDOT to receive bids, Kimley-Horn will assist the City with drafting the advertisement for bids and conduct one (1) pre-bid meeting with potential bidders. The City will be responsible for advertising the bid. Kimley-Horn will respond to questions that arise during the bidding process and issue statements of clarification or bid addenda as appropriate. Kimley-Horn will be present for the bid opening and meet with the City following the bid opening to assist with bid review. In addition, Kimley-Horn will tabulate the bids received and evaluate the compliance of the bids with the bidding documents and in accordance with TDOT Policy No. 355-02, *Awards of Construction Contracts*. Kimley-Horn will prepare a written summary of this tabulation and evaluation. Kimley-Horn will submit the bid tabulation and other required documentation to TDOT seeking review and approval to award the contract to the lowest responsive bidder.

Task 8 Deliverables: *Bid Advertisement (MS-Word format)*
 Pre-Bid Meeting Agenda (PDF format)
 Bid Addenda, as needed (PDF format)
 Written Summary of Bid Tabulation and Evaluation (PDF format)

Task 9 – Signal Timing Optimization Services

Nearing the end of the construction phase, Kimley-Horn will prepare optimized timing plans for the corridors as well as adjust adaptive traffic signal parameters for McCain's Transparency Adaptive signal control system.

Task 9.1 – Timing Plan Development Services

Kimley-Horn will prepare up to four (4) timing plans for each of the signalized corridors as follows:

- Weekday AM Peak timing plan
- Weekday MD Peak timing plan
- Weekday PM Peak timing plan
- Fourth timing plan – if necessary (to be determined based upon data collection efforts – off peak, weekend peak, or seasonal/special event peak)
- Flush Plans for State Route (SR) 174 (Long Hollow Pike), Main Street/Dickerson Pike/Springfield Highway (SR 11/US 31W/US 41) and Conference Drive

The timing plans for the adaptive system will operate as back-up plans in the event that the adaptive system is non-operational for a period of time.

Task 9.2 – Local Controller Settings Development

Using the criteria set forth in the Institute of Transportation Engineer's (ITE) *Manual of Traffic Signal Design* and the Federal Highway Administration's (FHWA) *Manual on Uniform Traffic Control Devices*, Kimley-Horn will calculate and recommend values for the following local controller settings (minimum vehicular green, yellow clearance interval, all-red clearance interval, pedestrian walk time, and pedestrian flashing don't walk time). These values will be tabulated in a spreadsheet format and shared with City staff for review and comment.

Task 9.3 – Determine System Boundaries

Kimley-Horn will evaluate signal system boundaries along the corridor. We will use the following criteria when choosing boundaries:

- ADT and TMC count data
- Signal spacing
- Cycle length requirements
- Driver expectancy
- Existing features (line of sight, topography, etc.)
- *Synchro* coordinatability factors
- Coupling Index ($I = V/D$, where D = distance, V = link volume, and I = coupling index). The need for coordination between any two signals is directly proportional to the traffic volume and inversely proportional to the distance between the two signals.
- Information gathered during field observations

Task 9.4 – Cycle Length Evaluation

Kimley-Horn will begin the retiming process by performing peak hour cycle length evaluations in *Synchro* by evaluating the natural cycle lengths and coordinatability factors for each signal. Using evaluations from *Synchro* along with knowledge gained via observations in the field, a cycle length will be recommended for each timing plan. Preliminary cycle length recommendations will be tabulated for staff review along with accompanying remarks. This information will then be provided to City staff and agreed upon prior to further timing plan development.

Kimley-Horn will develop traffic signal flush plans for when incidents shut down SR 386 or I-65 and traffic uses City of Goodlettsville corridors as a detour. Kimley-Horn will reference the TDOT Region 3 *Interstate Incident Management Plan*.

Task 9.5 – Cycle, Split, Offset, and Phase Sequence Development

Once the cycle lengths for each plan have been finalized, each intersection will be evaluated to determine the optimal phase splits for each vehicle movement. Next, phase sequencing and offset manipulation will be analyzed to maximize the arterial greenbands. Recommended timing plans will be reviewed by City staff and approved prior to field implementation via Project Status Meeting 3.

Task 9.6 – Coding Sheet and TOD Clock Development

Using the ADT counts gathered in Task 3, Kimley-Horn will develop a Time-of-Day (TOD) clock for each signal system to determine the optimal timing plan for each hour of a typical weekday and

weekend day. Furthermore, we will transfer the recommended timings for each intersection per timing plan into a coding sheet format that is compatible with the City's signal controllers.

Task 9.7 – Field Implementation Services

Kimley-Horn will provide coding sheet data to City staff in electronic format consistent with the City's new ATC signal controllers and signal software. Kimley-Horn and City staff will conduct field observations of each signalized intersection. Using the Time Space Diagrams (developed in *Synchro*) for each signal, the coordinated timings will be verified as to effectiveness and fine-tuned as necessary. Progression, as well as split times, may be adjusted based on this observation. During field implementation any immediate adjustments recognized will be made that day in the field. These adjustments will be communicated to City staff so that they can be edited in the City of Goodlettsville's system or changed directly at the local controller by Kimley-Horn staff. Any changes will also be documented via a field implementation memo, and the *Synchro* files will be updated accordingly.

Task 9 Deliverables: Coding Sheets (PDF)

Task 10 – Construction Support Services

Kimley-Horn will provide technical support to the City of Goodlettsville and their Construction Engineering and Inspection (CEI) consultant serving as the Engineer of Record. Kimley-Horn's construction support services will be limited to attending construction meetings; up to four (4) field visits; responding to shop drawing / submittal reviews, Contractor Requests for Information (RFI) and minor design revisions; and assisting with software integration as scoped in the sub-tasks below. It is assumed that there will be one (1) construction contract for the entire project and that the construction phase of this project will have a twelve (12) – fifteen (15) month duration.

Task 10.1 – Pre-Construction / Construction Progress Meetings

Kimley-Horn will attend the Pre-Construction Conference and up to four (4) Construction Progress Meetings through the construction phase of the project, as requested by the City of Goodlettsville. It is our understanding that the CEI Consultant will lead these meetings.

Task 10.2 – Shop Drawings and Submittals

Kimley-Horn will review and approve or take other appropriate action with respect to no more than ten (10) Shop Drawings and Submittals, but only for conformance with the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Task 10.3 – Contractor Request for Information (RFI) Response

The purpose of Kimley-Horn's efforts associated with this task will be to respond for Contractor requests for information (RFI's) and to provide periodic on-site visits to address construction issues as directed by City of Goodlettsville. These efforts will consist of preparation and documentation time associated with each activity. A total of up to four (4) RFI's and up to four (4) on-site visits have been budgeted for this sub-task.

Task 10.4 – Minor Design Modifications

Kimley-Horn staff will allocate up to 40 hours to evaluate requests for minor design modifications initiated either by the City of Goodlettsville or the Contractor. If appropriate, Kimley-Horn will prepare minor design addendum to document and clarify resulting contract change orders. A total of up to four (4) minor design modifications have been budgeted for this sub-task.

Task 10.5 – Integration Support Services

The purpose of this task will be to integrate the proposed software with the Twenty (20) traffic signals on the corridors. Kimley-Horn efforts will consist of coordinating with City of Goodlettsville Information Technology (IT) staff, the Contractor, and the central software vendor to facilitate technical discussions / decisions regarding the integration of the system. Integration monitoring and oversight activities will be the responsibility of the selected systems vendor, the prime Contractor, and other parties.

Task 10.6 – Testing for Acceptance

Concerning ITS and traffic signal equipment, Kimley-Horn will review the project testing plan developed by the Contractor consisting of project testing and acceptance procedures necessary to demonstrate compliance with the technical requirements as outlined in the project technical special provisions and plans. Kimley-Horn will review the testing provided by the Contractor in the field as defined in the Contract, Plans or Special Provisions and document system performance requirement compliance. System testing consists of a series of progressive tests at a number of milestone stages during the system deployment. Project milestones will consist of bench testing of components prior to installation, bench test of a system mock-up prior to installation of field equipment, standalone site tests of individual components following field installation, conditional acceptance system test following complete system deployment, and monitoring of performance during a prescribed “burn-in” period following conditional system acceptance. All testing will be provided by the Contractor. Kimley-Horn will review the testing results and provide feedback / documentation to the City of Goodlettsville.

Assuming an up to 12-month total construction schedule, an average of 20 hours per month has been estimated for Kimley-Horn assistance serving as the Engineer of Record for a total of 240 hours.

Task 10 Deliverables: Shop Drawing / Submittal Review Correspondence (PDF format)
Contractor RFI Responses (PDF format)
Minor Design Modifications (PDF format)

Task 11 – Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered Additional Services and will be performed at our then current hourly rates. Additional Services Kimley-Horn can provide include, but are not limited to, the following:

- Additional environmental studies outside of those describe above
- Intersection / roadway design services
- Right-of-Way services
- Additional traffic data collection (TMC / ADT)
- Additional traffic engineering analyses

- Additional signal timing services outside of those detailed above
- Additional signal system design outside of the corridors referenced
- Additional bid phase and pre-construction services should the City decide to bid the project multiple times
- Complete Construction Engineering Inspection (CEI) Services
- Attendance at review meetings and / or public hearings
- Utility Make Ready design
- Others as requested by the City

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Existing GIS and/or digital photography data for the project area
- As-built traffic signal plans or file drawings (if available)

SCHEDULE

Given a notice to proceed and contract execution, Kimley-Horn is prepared to provide these services based upon the schedule detailed below:

Task	Milestone
Environmental Documentation Submittal	We will begin this task following signed contract with the City of Goodlettsville. Agency letters will be submitted within 30 days and the final environmental document will be submitted within 30 days of receiving feedback from each state / federal agency. It is assumed that the overall environmental process will take at least 90 days depending on the timeframe of review from State and Federal agencies
Surveying, Data Collection, and Field Work	This will be completed within the first 60 days following signed contract with the City of Goodlettsville. This task will run concurrently with the Environmental documentation task.
Systems Engineering Analysis (SEA)	90 days following signed contract with the City of Goodlettsville. This task will run concurrently with the Environmental documentation and surveying / data collection task.
Preliminary Design Submittal	120 days following signed contract with the City of Goodlettsville. This task will run concurrently with the Environmental documentation, surveying / data collection and SEA tasks.
Final Design Submittal	90 days following TDOT NTP for final design

Bid Documents

Submittal of all documents will occur within 60 days following consolidated comments from the City and TDOT and issuance of TDOT NTP for Right of Way (following TDOT approval of Final Design Plans). This task also consists of TDOT Right of Way Certification, TDOT Utility Certification and TDOT Environmental permit certification.

Bid Phase Services

Beginning after TDOT NTP for construction

Please note that Kimley-Horn has no control over internal FHWA and TDOT review processes as they relate to environmental approvals, review time periods, and the issuances of notices to proceed from the Local Programs office. These timeframes are subject to change.

FEE AND BILLING

Kimley-Horn will perform the NEPA (PE-N) and Design (PE-D) phase services described in Tasks 1 through 10 for the total lump sum fee below. Individual task amounts are informational only.

Task 1 – Project Coordination Services	\$22,600
Task 2 – Environmental Documentation Services	\$30,400
Task 3 – Data Collection Services	\$53,800
Task 4 – Systems Engineering Analysis Documentation	\$12,800
Task 5 – Preliminary ATMS Design Phase Services	\$101,500
Task 6 – Final ATMS Design Phase Services	\$82,100
Task 7 – Pre-Bid Phase Services	\$15,200
Task 8 – Bid Phase Services	\$18,300
Task 9 – Signal Timing Optimization Services	\$100,000
Task 10 – Construction Support Services	\$61,300

PE-N / PE-D Tasks Total Lump Sum:	\$498,000
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These NEPA / Design tasks (Tasks 1-5) will utilize funds from the NEPA (PE-N) Phase and Final Design and Construction tasks (Tasks 6-10) Design (PE-D) phases which are detailed in the City's Contract with TDOT.

Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary (as allowed by the TDOT Local Government Guidelines for the Management of Federal and State Funded Transportation Projects).

Kimley-Horn will perform the services described in Task 11 (Additional Services) of the Scope of Services on a labor fee plus expense basis. Effort associated with Task 11 will not be performed without authorization from you.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

CLOSURE

In addition to the matters set forth herein, our Agreement shall consist of the terms and conditions and be subject to, and only to, the City of Goodlettsville's amended Agreement A-E Standard – Agreement for Design Services, which are incorporated by reference. As used in the Agreement, "Engineer" shall refer to Kimley-Horn and Associates, Inc., and "City" shall refer to the **City of Goodlettsville, Tennessee**.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement.

< < ***This Section Left Intentionally Blank*** > >

We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Terrance Q. Hill, P.E.
Project Manager



Christopher D. Rhodes, P.E.
Vice President

Attachment – Amended Agreement A-E Standard – Agreement for Design Services

Agreed to this 20th day of February, 2023.

Goodlettsville, Tennessee
A City Government

By: _____

(Date)

(Print or Type Name)

Title: _____
(Member or Manager, as authorized)

(Email Address)

_____, Witness
(Print or Type Name)



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> Resolution 23-1127 A resolution to authorize the execution of a contract for the construction of an all-accessible playground based on advertised competitive sealed proposals as authorized by Resolution 22-1074 and T.C.A. Title 12, Chapter 3, Part 10. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 23-1127 Dept. of Origin: Administration For Agenda of: March 9, 2023 Originator: Tim Ellis Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

SUMMARY STATEMENT:

A resolution to authorize the execution of a contract for the construction of an all-accessible playground based on advertised competitive sealed proposals as authorized by Resolution 22-1074 and T.C.A. Title 12, Chapter 3, Part 10.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends deferral until April 13th BOC meeting to allow staff to interview qualified firms.



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville, Tennessee**

SUBJECT TITLE: RESOLUTION 23-1128

A resolution to authorize the execution of a contract for the construction of an all-purpose shelter at Peay Park between the City of Goodlettsville and Thomas L. Anderson Contractor.

PRESENTD BY: Tim Ellis City Manager

Sarah Jennings, Director of Parks and Recreation

Agenda Item: Resolution 23-1128

Dept. of Origin: Parks and Recreation

For Agenda of: March 9, 2023

Originator: Sarah Jennings

Cost of Item: \$294,000.00

AGENDA ITEM ATTACHMENTS:

Resolution 23-1128

Exhibit I Bid

SUMMARY STATEMENT:

A resolution to authorize the execution of a contract for the construction of an all-purpose shelter at Peay Park between the City of Goodlettsville and Thomas L. Anderson Contractor.

Low Bidder who complied with all Bid Requirements. Price includes option for Electricity and Lighting.

FINANCIAL SUMMARY:

\$294,000.00 Funding as a result of ARPA.

RECOMMENDED ACTION:

Staff recommends approval of Resolution 23-1128.

RESOLUTION 23-1128

A RESOLUTION TO AUTHORIZE THE EXECUTION OF A CONTRACT FOR THE CONSTRUCTION OF AN ALL-PURPOSE SHELTER AT PEAY PARK BETWEEN THE CITY OF GOODLETTSVILLE AND THOMAS L. ANDERSON CONTRACTOR.

WHEREAS, the current City of Goodlettsville advertised for sealed bids for the construction of a 3,600 all-purpose shelter to be located at Peay Park; and

WHEREAS, such sealed bids were opened and read aloud on Wednesday, February 22, 2023; and

WHEREAS, Thomas L. Anderson Contractor was deemed to be the low bidder who had submitted all required documentation; and

WHEREAS, the City of Goodlettsville desires to enter into a contract with Thomas L. Anderson Contractor for the construction of the aforementioned all-purpose shelter.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE MEETING IN REGULAR SESSION THIS THE 9TH DAY OF MARCH, 2023, THAT THE CITY MANAGER IS AUTHORIZED TO EXECUTE A CONTRACT WITH THOMAS L. ANDERSON, CONTRACTOR, FOR THE PURPOSE OF CONSTRUCTING ONE ALL-PURPOSE SHELTER IN THE AMOUNT OF \$294,000.00.

THIS RESOLUTION IS EFFECTIVE UPON ADOPTION, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE REQUIRING IT.

MAYOR RUSTY TINNIN

Adopted: _____
(Date)

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY



Thomas L. Anderson Contractor

303 A South Main Street • Goodlettsville, TN 37072

Phone: 615.448.6848

Tax ID: 26-0817215

March 1, 2023

City of Goodlettsville
Office of Rachel Hoover
105 South Main Street
Goodlettsville, TN 37072

Re: Peay Park Shelter
Solicitation Number: 2301-0006
Goodlettsville, TN 37072

To Whom it May Concern:

Thank you for allowing us the opportunity to submit this bid for the 60'x60' Pavilion. We have designed and/or constructed several pavilions and porte-cocheres for many of our 220 church projects.

Base Bid: Two Hundred Eighty Thousand Dollars & 00/100 (\$280,000.00). This price includes all labor and materials necessary to complete the proposed shelter.

Alternate: Add eight (8) 8'-0" LED lights controlled by a tamper-proof switch. Also, one (1) GFIC outlet. Assume power can be obtained from existing concession building. Add: Fourteen Thousand Dollars & 00/100 (\$14,000.00)

Assumptions:

- No engineered site plan required (No stormwater)
- Landscaping by others
- Quick review process with Goodlettsville Building Codes Department

Exclusion: Rock Removal

We can mobilize March 13, 2023 and deliver the completed project no later than June 17, 2023.

We hope that you find this proposal acceptable. We stand ready to proceed.

Thank you,

Thomas L. Anderson
Architect & Contractor

TLA/vew

List of References:

Tint World & Coffee Shop
500 South Main Street
Goodlettsville, TN 37072
Brian Weed, Owner – 770.712.0466
Bweed12074@gmail.com

Bethel Primitive Baptist Church
515 Long Hollow Pike
Goodlettsville, TN 37072
Mike Malone – 615.305.1362

Nashville Fabrication, LLC
2039 TN-12
Ashland City, TN 37015
Andy Hobbs, Owner – 615.300.4518

Licensed * Insured * Bonded